

MASTER AGREEMENT

September 1, 1991 - August 29, 1994

Avondale School District

and

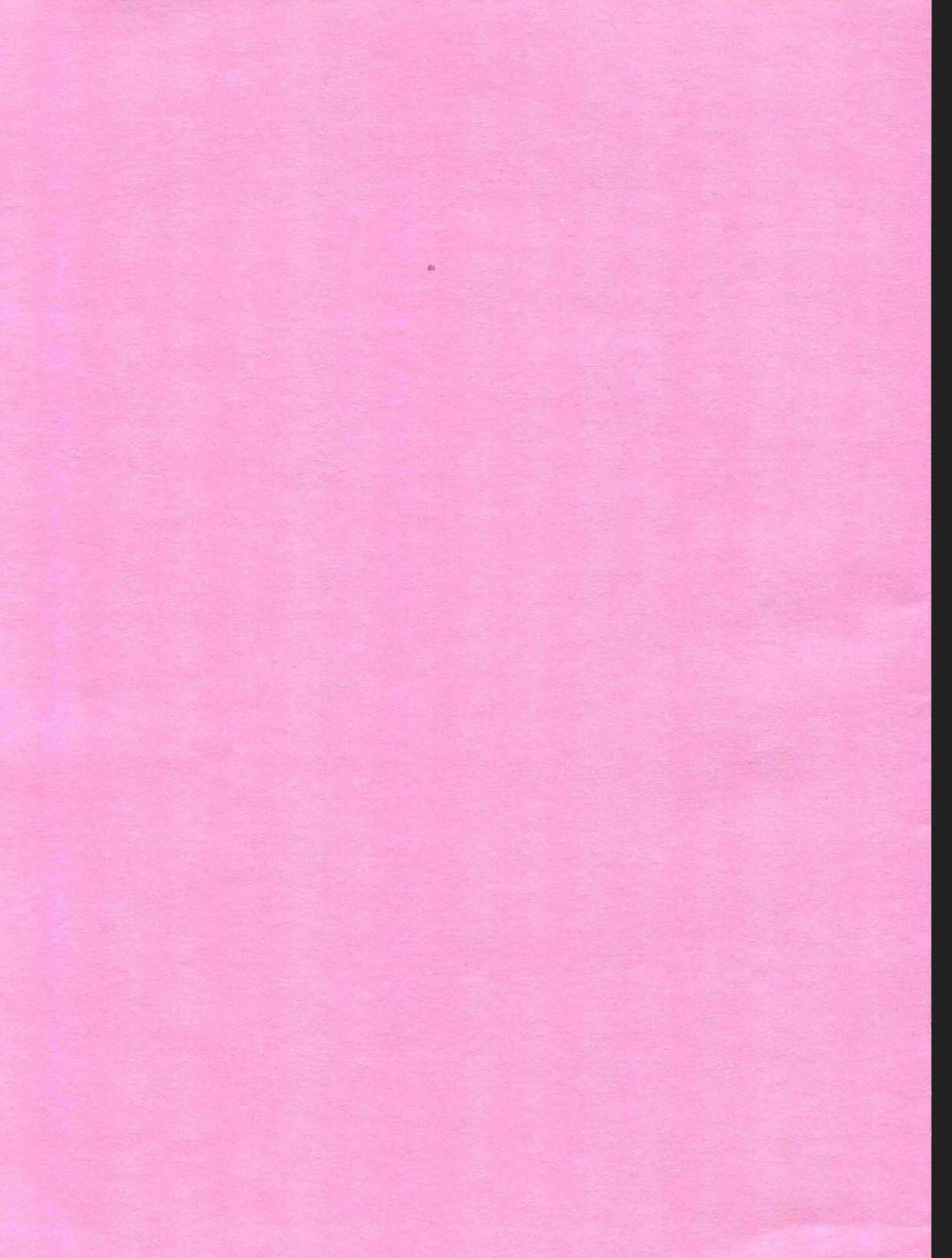
Avondale Education Association



AVONDALE SCHOOL DISTRICT
260 South Squirrel
Auburn Hills, Michigan 48326

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION**
Michigan State University

Avondale School District



MASTER AGREEMENT

SEPTEMBER 1, 1991 - AUGUST 29, 1994

AVONDALE SCHOOL DISTRICT

AND

AVONDALE EDUCATION ASSOCIATION, MEA/NEA

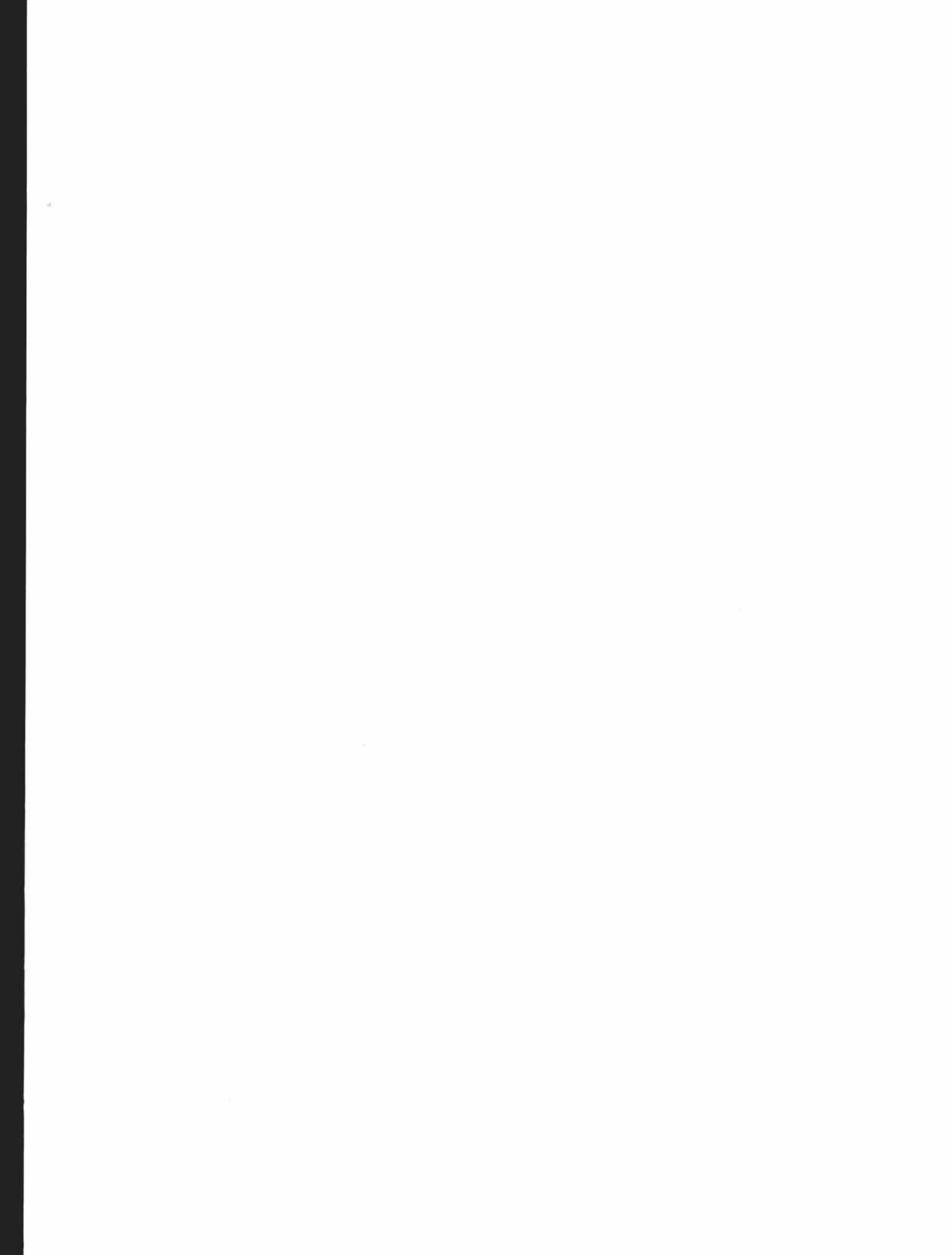


TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	PREAMBLE	1
2	RECOGNITION	1-3
3	PROFESSIONAL RESPONSIBILITY	3-5
4	PROTECTION OF TEACHERS	5-7
5	TEACHER EVALUATIONS	7-11
6	TEACHING CREDENTIALS	12
7	PREPARATION BEYOND BACHELOR'S AND MASTER'S DEGREE	12
8	OUTSIDE EXPERIENCE ALLOWANCE	12-13
9	PAY SCHEDULE - SALARY COMPUTATION	13-14
10	COMPENSATION FOR EXTRA CURRICULAR ACTIVITIES	14-19
11	MILEAGE	19
12	TEACHING HOURS	19-21
13	TEACHING CONDITIONS	22-25
14	CLASS SIZE	25-28
15	INSERVICE WORKSHOPS	28-29
16	ELEMENTARY ANCILLARY TEACHERS	29-30
17	STUDENT TEACHERS	30
18	SUBSTITUTION	31-32
19	SUMMER SCHOOL & COMMUNITY EDUCATION	32
20	PROMOTIONS, VACANCIES, & TRANSFERS	33-36
21	LEAVES WITH PAY	36-40
22	LEAVES WITHOUT PAY	41-43
23	SABBATICAL LEAVE	43-45
24	INSURANCE PROTECTION	46-49
25	TAX SHELTERED ANNUITIES	49
26	GRIEVANCE PROCEDURE	50-54
27	MANAGEMENT RIGHTS	54-55
28	ASSOCIATION RIGHTS & RESPONSIBILITIES	55-57
29	TEACHER RIGHTS	57-58
30	TEACHER RESPONSIBILITIES	58-59
31	RETIREMENT POLICY	59-60
32	MISCELLANEOUS PROVISIONS	60-61
33	CONTINUITY OF OPERATIONS	62
34	NEGOTIATION PROCEDURES	62-63
35	NO STRIKE CLAUSE	63
36	LAYOFF - RECALL	63-66
37	SHARED-TIME/PART-TIME TEACHING	66-68
38	REOPENER	68
39	DURATION OF AGREEMENT	68
40	SIGNATURES	69
	DEFINITIONS	70
	SALARY SCHEDULES	71-72
	LONGEVITY	72
	SCHOOL CALENDARS	73-74
	1991-92 PARENT/TEACHER CONFERENCES	73
	PAY DATES	75-77
	LETTERS OF AGREEMENT	78
	SIDE AGREEMENTS	79

INDEX

Absence	39
Charge (also see Leaves)	
Academic Freedom	6 - 8
Access	
To public information	56
To buildings	56
Activity	
Forming New	17
Administrative Agency Appearances	37
Agency Shop	3 - 4
Discharge	4
Agreement	
Distribution of	61
Duration	68
Entire	60
Ancillary Staff	
Length of ancillary instruction period	29
Substitute for	29
Rotation of ancillary schedule	30
Work Schedule	21
Application	
Defined	36
Assignment	
Notice	34
Refusal to accept (from unpaid leave)	43
Association	
Bulletin boards	58
Leave time	55
Procedure for leave time	55
Attendance	
In-service	29
Open House	59
Bargaining Unit	
Defined	1
Exclusion	1
Bargaining	
Exclusive right to	2
Benefits	
Also see insurance	
Layoff	64
Part-time teacher	66 - 67
Section 125	49
Shared-time teacher	67
Board Rights	54
Calendar	
Activity	61
School 1991/92	73
School 1992/93	74
School 1993/94	74

Certification	
Defined	35
Endorsed	35
Tuition reimbursement for	70
Check out	
Procedures	58
Citizenship	
Rights to	57 - 58
Class Size	25 - 28
Split	26
Sections/grades	28
Closings	22
Inclement weather	62
Collection	
Of money (teacher)	58
College	
Attendance	40
Tuition	40
Compensation	
Coaches salary	15
Department head	16
Driver education	16
Extra assignment (Middle School)	20
Extra duty	14 - 17
Flexible	49
Instructional Support Specialist Contact	13
Longevity	72
Non-Coaching (extra duty)	16
Salary schedules	71 - 72
Teachers for substituting	31
Traveling	14
Compensatory Time	21
Community Education	32
Conformity to Law	61
Contract	
Individual	2
Corporal Punishment	58
Court Appearances	37
Credentials	12
Death in immediate family	37
Definitions	
Academic	70
Days	70
North Central	70
Work Days	70
Dental	
Appointments	37
Insurance	48
Discipline	8
Abuse of sick leave	39
Formal	8
Investigation	8
Reprimand	8
Discrimination	
No	56

Distance Learning	25
Dues	
Check off	3 - 4
Duration of Agreement	68
Elementary Planning	21
Electronic Monitoring	7
Endorsed	35
Equal Treatment	57
Evaluation	
By immediate supervisor	8
Consultation	11
Date for (probationary)	9
Date for (tenure)	9
Disclosure of	10
Formative	11
Form	11
Freedom of Information Act	10
Involuntary transfer	10
Personal interview	9 - 10
Response to	10
Teacher Assistant Plan	11
Untimely	9
Exclusion of Students	58
Executive Director	
School visitation	56
Experience	
Military	13
Outside Teaching	12 - 13
Extra Duty	
Assignment	17
Payroll withholding	18
Posting	18
Responsibility	18
Fair Treatment	56
Forming New Activity	17
Freedom of Information Act	10
Full Inclusion	24 - 25
Grading	
Student	23
Grievance	
Defined	50
Expense of arbitration	53
No reprisals	53
Timeline	50
Grievance Procedures	
Arbitration (Step Four)	51 - 53
Operating rules of	53
Role of the arbitrator	52
Step One	51
Step Two	51
Step Three	51
Health Insurance	46 - 47
Hiring	
Outside applicants	24
Inclement Weather	62

Independent Study	24
Information (Public)	
Access	56
Illness in immediate family	37
Improvement	
School	58
In-service	28 - 29
Attendance	29
Teacher planning	29
Instructional Days	
Lost	62
Instructional Program	
Interpretation	23
Insurance	
Dental	48
Health	46 - 47
Life	46
Long Term Disability	47
Option to Health	48 - 49
Section 125	49
Rainbow Plan	49
Vision	48
Interoffice Mail	
Use of	55
Involuntary Transfers	
Notice	65
Reasons	34
Just Cause	10
Jury Duty	38
Last Day of Work	
Procedures	58
Check out procedures	58
Layoff	
Consultation with Association	65
Defined	63 - 64
Extension of benefits	64
Notification	64
Order of	64
Recall rights	65
Reverse	65
Transfers	65
Voluntary	65
Least Restrictive Environment	24 - 25
Leaves With Pay	36
Personal business	36
Sick	36
Leaves Without Pay	41
Association business	41
Child care	41
Extension	42
Involuntary extension	42
Maternity	41
Military	41
Overseas teaching	41
Peace Corps	41

Leaves Without Pay (continued)	
Personal	41
Personal illness	41
Political office	41
Refusal to accept assignment	42 - 43
Return from (during the year)	42
Return	42
Sabbatical leave	43 - 45
Study	41
Termination of	42
Legal Counsel	
District provided	6
Teacher	5
Letters of Interest	36
Lesson Plans	23
Life Insurance	46
License	
Defined	35
Endorsed	35
Lockout	
No	63
Longevity	72
Long Term Disability Insurance	47
Lunch	
Elementary	20
Lunchroom Facilities	22
Management Rights	54
Medical Appointments	37
Medical Leave	
Return from	43
Memorandum of Agreement	
Sick leave	78
Benefit option exploration	78
Elementary counselors	79
Kindergarten planning time	79
Mid-year transfers	79
Physical Education for kindergarten	79
Military Duty	38
Negotiations	
Procedures	62 - 63
No Lockout	63
No Strike	63
Non-Classroom Teacher Positions	21
Open House	
Attendance	59
Option to Health Insurance	48 - 49
Paid Leave	36
Parent/Teacher Conference	
Part time	21
Schedule	24
1991/92 schedule	73
Parking	7
Part-time Teaching	66
Benefits	66 - 67
Defined	66

Pay		
	Daily rate	14
	Dates	75 - 77
	Early	13 - 14
	Mileage	19
	Schedule	13c
Payroll		
	Deductions	3 - 4
Personal Business		
	Before a holiday	38
	Leave	36
Personnel File		
	Challenge to	7 - 8
	Disclosure	7
	Response to	8
	Review	7
Planning time		20
	Elementary	21
Preparations		
	Limit on	23
President		
	Leaving building	57
	Release time	56 - 57
	Release time cost	57
Promotion		
	Defined	33
Public Information		
	Access	56
Punishment		
	Corporal	58
Pupil		
	Safety	6
Rainbow Plan		49
Recall Rights		65
Recognition		1
Release time		
	President (Association)	56 - 57
Representation		
	Right to	8
Reprimand		8
Reserve Duty		38
Restroom Facilities		22
Rights		
	Extension of	2
	Of citizenship	57
Sabbatical Leave		43 - 45
Salary		
	Coaching	15 - 16
	Continuation	36
	Proration	14
	Extra Duty	14 - 17
	Longevity	72
	Non-Coaching (extra duty)	16
	Schedules	71 - 72

Salary (continued)	
Step Credit	12
School	
Closings	62
Improvement	58
Open House (attendance)	59
Records (maintenance)	59
School Visitation	38
Executive Director	56
Section 125	49
Seniority	
Defined	35
Shared Teaching	66
Benefits	67
Defined	66
Request for	67
Work responsibilities	67
Sick Leave	36
Absence charged	39
Abuse of (discipline)	39
Abuse of	56
Doctor certificate required	38
Memorandum of Agreement	78
New teachers	39
Pattern of absence	38
Proof of justified absence	38
Unable to perform duties	39
Site Based Decision Making	58
Special Education	24 - 25
Full Inclusion	24
Least Restrictive Environment	24 - 25
Weighting	28
Staff	
Agendas	21
Development	39 - 40
Meetings	20
Notice	21
Strike	
Defined	63
No	63
Structure of day	
High School	20
Middle School	20
Sub-contracting prohibition	2
Substitutes	
Counselors used as	31
Librarians used as	31
Teachers used as	31
Teachers used as emergency subs	31
Summer school	32
Tax Sheltered Annuity	49
Teacher	
Assistant Plan	11
Assault	5
Collection of money	58

Teacher (continued)	
Compensation for substituting	31
Complained against	6
Defined	1
Legal counsel	5
Loss of time	5
Personal property damage	5
Protection	5
Student	30
Substitutes (used as)	31
Substitutes (used in an emergency)	31
Sued	6
Support	5
Teaching Duties	
Shared teaching	66
Unable to perform (illness)	39
Telephone Facilities	22
Television	
Commercial	25
Distance Learning	25
Instruction	25
Temporary employees	
Membership	2
Tenure Act	10
Termination	9
Test	
Tuberculosis	59
Time	
Starting	20
Ending	20
Planning (elementary)	20
Planning (secondary)	
Teaching Day	19
Teaching Hours	19
Travel	
On lunch or planning periods	14
Transfer	
Defined	33 - 34
Involuntary (evaluation)	10
Involuntary (reason)	34
Involuntary (layoff)	65
Recall	65
Tribunal Appearances	37
Tuberculosis	
Test	59
Tuition	
College	40
Reimbursement (for certification)	70
Reassingment	
Temporary	22
Recess	19
Records	
Maintenance of school	59
Reopener	68

Retirement	
Policy	59 - 60
Weather	
Inclement	62
Working Conditions	
Safe	22
Last day procedures	58
Work Days	
Definition	70
Vacancies	
Filled	33
Non-teaching	34
Postings	33
Teaching	24
Vending Machines	22
Vision Insurance	49
Voluntary Layoff	65

ARTICLE 1 - PREAMBLE

Section 1.1

This Collective Bargaining Agreement entered into the 26th day of August, 1991, by and between the Board of Education of the Avondale School District, hereinafter called the "District", and the Avondale Education Association, an affiliate of the MEA/NEA, hereinafter called the "Association".

Section 1.2

The District and the Association recognize their mutual obligation pursuant to Act 379 of the Public Acts of 1965 to bargain collectively with respect to hours, salaries, and terms and conditions of employment. Both parties have entered into and conducted extended and good faith negotiations wherein each party has had the rights and opportunity to make demands and proposals with regard to all bargainable subjects. Agreement has been reached between the parties hereto, including formal ratification of the terms hereof, by the governing body of the District and by the teachers represented by the Association.

ARTICLE 2 - RECOGNITION

Section 2.1

The District hereby recognizes the Association as the sole and exclusive negotiating representative for all professional certificated/endorsed personnel under contract, or on a District approved leave, including, but not limited to, all teachers in grades pre-school through twelfth (12th), including special education, guidance counselors, departmental chairpersons, librarians, school psychologists, school diagnosticians, school social workers, speech pathologist, physical therapist, occupational therapist, instructional support specialist, reading consultant, at risk coordinator, gifted and talented coordinator, athletic director, head teacher, and all paid positions as set forth in Article 10, but excluding all non-teaching positions set forth in Article 10, who are not otherwise members of the bargaining unit, administrative, supervisory and executive personnel. The excluded personnel include, but are not limited to, the following: Superintendent, Assistant Superintendents, Business Manager, Manager of Facilities and Construction, Finance Manager, Personnel Manager, Principals, Assistant Principals, Director of Community Education, Director of Curriculum, Director of Early Childhood and Director of Psychological and Director of Special Education.

Section 2.2

The term "teacher" when used hereinafter shall refer to all professional employees represented by the Association in the negotiating unit as defined above. Reference to singular includes plural.

Section 2.3

It is agreed that the bargaining unit members set forth in Section 2.1 shall have the sole responsibility for performing the duties normally associated with this position. With the following exceptions, these duties shall not be performed by any person or service that is not a member of this bargaining unit:

- A. The Director of Psychological and Special Education Services may spend up to 25 percent of his/her time administering psychological tests.
- B. Should the District engage either an outside agency or the services of an individual on a sub-contracting (non-employee) basis, it may do so only if a qualified current bargaining unit member, whether on layoff or actively working, is unable or unwilling to provide the service. The bargaining unit member shall not provide the service if doing so creates a conflict with his/her existing assignment.

The bargaining unit member may not provide the service if doing so requires more than a full-time assignment.

An individual hired shall become a member of the bargaining unit if he/she is hired to replace a teacher on leave or one who was terminated/laid off, or if the assignment is for a semester or more.

General education classroom teachers', including counselors librarians and support teachers, duties shall not be sub-contracted.

Special education support services other than those funded by federal programs shall not be sub-contracted for an extended period of time. (Extended period of time is one year or more).

Section 2.4

The District agrees not to negotiate with any individual teacher or any teachers' organization other than the Association for the duration of this Agreement.

Section 2.5

Nothing contained herein shall be construed to restrict or deny to any teacher any rights he may have under any law of constitutional provision of the State of Michigan or the United States of America.

Section 2.6

The individual contract executed between each teacher and the District is subject to the terms and conditions of this Agreement, and it is intended that this Article take precedence over and govern the individual contract and the individual contract is expressly conditioned upon this Article. A copy of any

individual special short-term contract will be given to the AEA president upon request.

ARTICLE 3 - PROFESSIONAL RESPONSIBILITY

Section 3.1

Teachers shall sign and deliver to the Association an assignment authorizing deduction of membership dues, assessments, and voluntary PAC contributions of the Association (including National Education Association and the Michigan Education Association) in the amount of eighteen (18) equal amounts until the total required dues, assessments and voluntary contributions are paid. The Association shall notify the District on or before September 15 of each school year of the total amount of all dues, assessments, and voluntary contributions to be deducted for that particular year from each Association member. If this total amount of all dues, assessments, and voluntary contributions is changed after September 15, the Association shall notify the District at least twenty (20) days before the first deduction of the amount.

Section 3.2

On or before the fifteenth (15th) day of September of each school year, the Association shall notify the District of the amount of the annual dues and assessments payable by members of the Association, and the equivalent amount payable by non-members pursuant to Section 10 (1) (c) and (2) of the Public Employment Relations Act. The District shall thereupon deduct such amounts in eighteen (18) equal installments, as nearly as may be possible, from the paychecks of each teacher who has executed an individual contract of employment, continuing or probationary, and promptly pay such amount to the Association. Upon remitting such amounts, the District shall have no further liability or responsibility.

In the event of any action against the District brought in any court or administrative agency because of its compliance with Article 3 (Agency Shop Provision) of this Agreement:

- A. The District will give timely notice of such action to the Association; and
- B. The District will cooperate with the Association and its counsel in any action resulting from enforcement of this Article.

Section 3.3

It is recognized that the proper negotiation and administration of collective bargaining agreements shall entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the Association and execute an authorization for United Profession dues deduction, such a teacher shall, as condition of continued employment by the District, execute an authorization for the deduction of a sum equivalent to the dues and assessments of the Association,

which sum shall be forwarded to the Association.

Section 3.4

In the event that such an authorization is not executed by each teacher and presented to the Avondale Education Association (who, in turn, will convey this dues authorization to the District within thirty (30) days following the commencement of employment of the teacher), the District agrees that in order to effectuate the purposes of the Public Employment Relations Act and the terms of this Agreement, the services of such teacher shall be terminated as of the end of the current semester. Such teacher, or teachers, shall be notified (by the Board of Education, who have in turn been notified of the lack of dues authorization by the Avondale Education Association) immediately upon the expiration of the thirty (30) day period heretofore mentioned. However, if at the end of the semester the teacher, or teachers, receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission or a court of competent jurisdiction, such teacher's services shall not be terminated until such time as such teacher, or teachers, have either obtained a final decision as to the validity or legality of said discharge, or said teacher, or teachers, have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said matter by the Michigan Tenure Commission or a court of competent jurisdiction. If a teacher is terminated for non-payment of dues, said teacher will not be rehired unless he/she signs a dues authorization and repays the dues which were not paid prior to his/her termination.

Section 3.5

In any case in which a teacher, or teachers, contest a discharge under the provisions of this article, and it is necessary for the District to defend its position, the Association agrees to provide and pay the full cost of Association selected legal counsel along with one-half (1/2) of the cost of an adverse award, if any. The Association also agrees to pay one-half (1/2) of any other expenses (excluding District selected legal counsel) incurred by the District.

Section 3.6

The parties agree that every teacher employed will be required each school year to sign an individual contract of employment as required by the General School Code of Michigan and that every teacher contract signed shall contain the following information:

This teacher contract is subject to all provision to the school district master contract as agreed to by the Avondale Board of Education and the Avondale Education Association (including any provisions for wage deductions upon execution of an appropriate authorization form), and the terms of any such collective bargaining agreement are hereby incorporated herein.

The individual contracts issued shall be returned to the personnel office on

or before the 10th calendar day after issuance.

Section 3.7

The District will provide the Association with a list of dues, assessments, and voluntary Public Affairs Committee authorizations being deducted shortly after the first payroll. These dues, assessments, and voluntary PAC contributions shall be remitted to the Association monthly. The board will furnish the Association monthly at the mailbox located at the board office the name and building assignment of any teachers hired, terminated or otherwise removed from the payroll.

ARTICLE 4 - PROTECTION OF TEACHERS

Section 4.1

The District recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional personnel, the teacher will take the necessary steps to refer the child to the building principal, who will refer the child to the appropriate available service. If requested by the principal, the teacher will cooperate with the referral agency.

Section 4.2

Any case of assault or battery upon a teacher during his/her official duties or arising from his/her official duties shall be promptly reported to the building principal, who in turn will notify the office of the Superintendent or designee. The District will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault or battery and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. During the period of necessary absence, up to 180 calendar days, the District shall pay the teacher the difference between his/her salary and the amount of workers compensation benefits received. The annual salary shall be reduced by the entire amount of workers compensation benefits received, including the summer benefits.

Section 4.3

If a teacher shall suffer loss or damage of personal property or clothing while on assigned duty in a scheduled school activity or arising from his/her assigned duty at a scheduled school activity through an overt or aggressive act of an Avondale student, parent, guardian, sibling, relative, or friend of students, unidentified person, and/or former students, and through no negligent activity of the teacher, the District agrees to reimburse teachers for such loss. It is further understood that this loss or damage will be restricted to items of personal property or clothing on the teacher at the time of such loss. For example: watches, rings, glasses, and article of

attire. This reimbursement is not designed to doubly compensate the teacher for loss of personal property.

Section 4.4

If any Avondale teacher is complained against or sued because of action taken by said teacher while in proper and appropriate pursuance of his/her education duties, including supervising or sponsoring school related activities, the District will provide proper and legal counsel and render all necessary assistance to the teacher in his/her defense. Up to five (5) days of time lost by the teacher in his/her defense of this action shall not be charged against the teacher.

Section 4.5

Any complaint directed toward a teacher which is serious enough to be included in that teacher's evaluation shall be called to the teacher's attention as soon as possible, but in no event beyond five (5) calendar days of the receipt of complaint, or mailed to the teacher's last known address.

Section 4.6

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 the case of gross negligence and then only to the extent as provided in 4.7.

Section 4.7

While the District will furnish legal counsel for a teacher as provided in Section 4.4, it is not the intention of the District to legally defend teachers guilty of unlawful acts or of violating Board policy. Therefore, any teacher who is found guilty by a court of competent jurisdiction, of having committed an unlawful act and/or an act in violation of Board policy and who has been defended by legal counsel paid for by the District shall indemnify the District. This repayment shall not be made while judgment is under appeal. Payment will be made within thirty (30) days of being found guilty and if requested by the District. The Association will assist the District in obtaining repayment.

Section 4.8

Both the Association and District seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.

Freedom of individual expression which does not interfere with the rights of others will be encouraged. The District and the Association agree to safeguard the interests of the school, the pupils, and the community by exhibiting and implementing the basic objectives and tenets of a democratic

society.

Section 4.9

The District will provide a designated hardtop parking area near the High School separate from students and visitor parking for the high school employees.

ARTICLE 5 - TEACHER EVALUATION

Section 5.1

All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address, or audio systems, and similar surveillance devices shall be strictly prohibited when any of these activities are carried out without the prior consent of the teacher and the Association Representative.

This Section is not intended to prevent teachers from having their lessons videotaped or televised for personal use, presentation to others or for use as a means of improving their teaching techniques. However, if so used, the teacher shall give his/her consent beforehand and shall have the right to dispose of the resulting tape(s).

Section 5.2

Every teacher shall, during regular business hours, be permitted to review all files dealing with his/her employment. Every teacher has the right to have an Association Representative present while reviewing his/her files. It is understood that all evaluations hereinafter placed in a teacher's personnel file shall be dated and signed by the author. A copy of all evaluations thus entered into a teacher's personnel file shall be furnished to the individual evaluated.

Confidential communications such as the files furnished by a College Placement Office may not be shown to a teacher. However, should it be necessary to remove the confidential material temporarily, (while a teacher reviews the remainder of the files) then it shall be removed and replaced in the presence of an Association Representative.

Teacher evaluations, extracurricular assignment evaluation, reprimands, warnings, and directives may be challenged by the teachers and, if it is found to be false, it will be removed from the teacher's personnel files. However, such challenge must be made within twelve (12) months of the insertion of the item into the teacher's personnel files.

A copy of all material hereinafter inserted in a teacher's personnel files will continue to be furnished to the teacher and is subject to challenge as previously stated in this section.

A teacher has the right to prepare a written response to the enclosed material. The response shall be attached to the objectionable material.

Section 5.3

A teacher shall at all times be entitled to have present a representative of the Association when he/she is being disciplined and/or reprimanded or when being investigated to determine if discipline/reprimand as defined in Section 5.3, paragraph D, is warranted for any infraction or delinquency in professional performance. If a request for such representation is made, no action shall be taken with respect to the teacher until the representative of the Association is present. It is understood by the Association that representation for the teacher will be provided on the same day, if possible, or on the next working day. If the disciplinary action, reprimand, or investigation falls on a day prior to a holiday or recess, then the Association will provide representation on the same day of the discipline, reprimand, or investigation.

- A. Before disciplining, reprimanding, or investigating a teacher, the administrator conducting same shall advise the teacher of his/her right to Association representation. If the teacher desires an Association representative present at any stage of the meeting, the meeting shall be delayed until the representative is present, as provided in Section 5.3, first paragraph.
- B. In the absence of a request for representation by a teacher, a principal may request the attendance of an Association representative.
- C. Whenever requested by either a teacher or a principal, the Association representative shall be available as defined in Section 5.3, first paragraph.
- D. Disciplining, or the reprimanding of a teacher, shall be construed to mean a formal, written report of the incident or infraction. A principal may speak to a teacher regarding delinquency in professional performance without putting the infraction in writing, but after the third infraction, the principal shall formalize such infractions in writing, and shall reprimand and/or discipline said teacher according to the above provisions of this Agreement.
- E. Nothing contained in the above paragraphs shall prevent a principal from exercising his/her normal administrative and supervisory duties. A principal shall at all time be free to discuss and talk to teachers regarding their professional performance.

Section 5.4

Evaluations shall be conducted by the teacher's immediate supervisor. However, appropriate non-bargaining unit resource people may be utilized by the Superintendent or designee.

Section 5.5

No later than the second (2nd) Friday of December and April 1 of each school year, a formal written evaluation report shall be furnished to all probationary teachers covering the respective semesters. The Superintendent or designee shall receive a copy of the evaluation report on all probationary teachers three (3) to five (5) days after the evaluation dates (second Friday of December and April 1).

Section 5.6

No later than April 25 of each school year, the formal written evaluation report shall be furnished to tenure teachers covering the current school year. Tenure teachers shall be evaluated to least once every three (3) years. An immediate supervisor may require the evaluation of specific teachers on an annual basis. The Superintendent or designee shall receive a copy of the evaluation report on all tenure teachers three (3) to five (5) days after the evaluation date (April 25).

Section 5.7

If a teacher is not provided the evaluation report in the time limit set forth in Sections 5.5 and 5.6 above, it shall be considered as being evidence that the teacher's performance is at least satisfactory.

Section 5.8

If an administrator is going to recommend to the District the termination of a teacher, said teacher shall be advised to the recommendation and reasons for same at least ten (10) days prior to the recommendation being sent to the district. The Association shall also be notified. If requested by the teacher or Association, the administrator involved and the Superintendent or designee shall meet prior to the recommendation being sent to the Board.

Section 5.9

In the event the District, through the Administration, contemplates not continuing a non-tenure teacher in employment because of unsatisfactory performance, the District, through the administration, will advise the non-tenure teacher and the Association, in writing, of the reason for the contemplated discharge. The notice of intent to terminate will be provided to the teacher and the Association early enough to permit a meeting of the District and the teacher to be scheduled with the District (if the teacher so requests) at least ten (10) days prior to the formal action by the District.

Section 5.10

A personal interview with the teacher being evaluated in order to review the evaluation will be held by the building administrator prior to the submission of the evaluation report to the Superintendent or designee. At this meeting the building administrator and the teacher being evaluated may, at their

option, have one representative (Association representative and/or administrator) in attendance. The request for representation will be honored within twenty-four (24) hours or on the next scheduled work day. This time limitation may be mutually waived. Prior to the personal interview, the teacher shall have had opportunity to review his/her evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth.

Section 5.11

Any teacher shall have the right to attach to his/her teaching evaluation any written comment or document she/he may choose, provided the comment or document is relevant to the teacher's evaluation. Nothing herein shall be construed to limit the administrator's right to include evidence or other documents of his/her choosing which are relevant to the evaluation.

Section 5.12

Nothing contained herein shall be construed as contrary to the Michigan State Tenure Act as amended relative to the rights and privileges of teachers.

Section 5.13

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. When such action is deemed necessary by the administration, it shall be done privately and not before any students, parents, or other teachers except as provided in this Article, Section 5.3.

Section 5.14

Any evaluation, reprimand, or disciplinary action record not conducted as outlined in this Agreement shall be removed from the teacher's files and not used for any purpose.

Section 5.15

Any evaluation of a teacher's educational classroom performance shall be based upon the teacher's methods and techniques used with his/her pupils.

Section 5.16

If any tenured teacher is involuntarily transferred between buildings (as defined in Section 20.4), they shall not be summatively evaluated for at least one year after said transfer.

Section 5.17

All evaluation material is confidential and can only be made available to the public under the provisions of the Freedom of Information Act. The District shall notify the teacher and the Association if there is a request for such

information.

Section 5.18

Any deficiency in teaching performance determined in a Formative Evaluation shall be explained thoroughly to the teacher. Following the explanation, the teacher will be given a minimum of one (1) semester to correct the deficiency.

During the semester there will be at least one (1) discussion regarding the teacher's progress. At the end of said semester, the administrator and the teacher will meet and determine the teacher's progress.

If the administrator determines that more work is necessary, he/she may formulate additional performance objectives for the teacher to accomplish within the next semester. However, it shall be the administrator's prerogative to initiate a Teacher Assistance Plan in order to correct serious deficiencies.

Section 5.19

It is the purpose of a Teacher Assistance Plan (TAP) to correct serious deficiencies in job performance. Once the specified deficiencies have been corrected, the initiating administrator will complete a form entitled: "Satisfactory Completion of a Teacher Assistance Plan." A copy of this form will be placed in the teacher's file along with the original TAP.

Section 5.20

The evaluation forms currently being used by the District shall not be modified except by the Teacher Evaluation Working Committee. That committee is composed of three administrators selected by the District, and three teachers selected by the Association. It is chaired by the Personnel Manager. Either the District or the Association may request a meeting. The single purpose for having the committee meet is to evaluate the effectiveness of the new evaluation forms as used during that school year. Changes in the forms, if any, will be made by the committee for implementation during the next school year.

Section 5.21

Prior to a formative Evaluation, the teacher must complete the first page of the Formative Evaluation report and agree with the administrator upon a date for the evaluation session. If said administrator, or designee, does not make the observation on the agreed upon date, the teacher and the administrator will jointly decide if another Formative Evaluation session is to be scheduled. If the teacher and the administrator cannot agree as to the necessity of scheduling another Formative Evaluation, the President of the AEA and the Personnel Manager shall meet to determine whether or not another Formative Evaluation shall be scheduled.

ARTICLE 6 - TEACHING CREDENTIALS

Section 6.1

Both the District and the Association agree to the importance of having a properly certificated teacher with a minimum of a Bachelor's Degree in the classroom. Therefore, any teacher being initially employed on a regular basis and who is covered by the terms of this Agreement must meet the Michigan Teacher Certification Code requirements.

ARTICLE 7 - PREPARATION BEYOND BACHELOR'S AND MASTER'S DEGREE

Section 7.1

Any teacher who qualifies for additional compensation due to having earned either fifteen (15) or twenty-five (25) graduate semester hours or equivalent in graduate term hours after receiving the Bachelor's Degree, or fifteen (15) or thirty (30) graduate semester hours or equivalent in graduate term hours after receiving the Master's Degree from an accredited college or university, may qualify for such increase upon presentation to the Superintendent or his/her designee an official transcript of such credit. Compensation will begin and will be prorated according to the current salary schedule from the day such validation is dated. Such application is to be made within sixty (60) days of completion of work. It is further understood by both parties that this additional training should be related to the current teaching assignment, certification, recertification, or degree work of the applicant.

Section 7.2

If undergraduate training is to be submitted for credit beyond the Bachelor's Degree, it is understood by the Association and the District that the following conditions are to be met:

- A. Approval in writing must be given by the Superintendent or his/her designee prior to class enrollment.
- B. The grade earned must be at least a "B".
- C. The decision of the Superintendent regarding the suitability and applicability of this credit is not grievable.
- D. This provision applies only to credit earned after September 1, 1970.

ARTICLE 8 - OUTSIDE EXPERIENCE ALLOWANCE

Section 8.1

The District may grant up to six (6) years previous teaching experience to teachers new to Avondale provided the following requirements are met:

- A. The teacher holds or has completed requirements for a currently valid Michigan Provisional, Permanent, Continuing, or Life Certificate.
- B. The teacher has at least six (6) years of previous experience within the immediate past fifteen (15) years.
- C. The teacher taught with a valid Michigan Provisional, Continuing, Permanent, or Life Certificate, or in a State with a reciprocal agreement with Michigan regarding teaching certificates.
- D. The teaching experience was in a public or private school. If the teaching experience was in a private school, the teacher must have been state certified/licensed/endorsed for the assignment.
- E. Previous teaching experience must be claimed before employment.
- F. Any outside experience granted to a teacher will not be reflected in his/her contract until officially verified by his/her previously employing school or school district. Upon verification, outside experience will be retroactive to the date of employment.

Section 8.2

Up to two (2) years of credit on the salary schedule will be given to teachers in Avondale School District for military service in the United States Armed Forces. In order to qualify for this experience allowance, the following conditions must be met:

- A. The serviceman received an honorable discharge.
- B. Under no conditions will the total allowance for military service and teaching experience exceed the current experience allowance up to six (6) years for teachers new to Avondale nor will it exceed the current salary schedule in effect.
- C. Application shall be made to the Superintendent or his/her designee during the month of September of any school year or within thirty (30) days of beginning employment.

ARTICLE 9 - PAY SCHEDULE-SALARY COMPUTATION

Section 9.1

Teachers may elect to have their pay spread over the longer number of pay periods (twenty-six (26) or twenty-seven (27) pays. The exact number of pay dates shall be determined by the school year calendar. The pay schedule for each school year (Appendix A) is part of this Agreement.

Section 9.2

If there is no school scheduled on a Friday pay day date (other than

emergencies or acts of God) then the pay date will be moved ahead to Thursday of that week. Should a pay date fall on Friday after Thanksgiving, then the pay date will be moved ahead two (2) days to Wednesday of that week. If the pay date should come during a vacation recess, checks will be mailed, or they may be picked up in the District office at the option of the employee. However, in no case will the pay date be moved ahead more than two (2) days. The one week delay is for bookkeeping purposes.

Section 9.3

A teacher working less than full time will be paid a salary which is equal to the ratio of the instructional time assigned to a full teaching assignment as illustrated by the following examples:

<u>ASSIGNMENT</u>	<u>SALARY</u>
Work one semester	1/2 annual salary
3 days per week	3/5 annual salary
1/2 of each day	1/2 annual salary
3 periods of a 5 teaching period day	3/5 annual salary
4 periods of a 6 teaching period day	4/6 or 2/3 annual salary
1/2 of each day for one semester	1/4 annual salary

The proration shall be applied to time for conferences, lunch, and before and after classes when determining the teacher's total work day.

Daily/hourly rate shall be computed as follows:

Base salary divided by 184 equals daily rate.

Daily rate divided by 5 equals the hourly rate.

Section 9.4

Teachers assigned to more than one building per day shall not be required to travel on their planning periods or lunch period. However, any such travel shall be paid for as per the formula in Section 9.3 or given compensatory time.

Section 9.5

A teacher who is to be docked a day's pay shall have a daily rate of docking determined by:

Base salary divided by 184 days equals daily rate.

Example: $\$20,000 \div 184 = \108.70

ARTICLE 10 - COMPENSATION FOR EXTRA-CURRICULAR ACTIVITIES

Section 10.1

Compensation for all extra-curricular activities will be based upon the B.A. track with experience within the assignment used to determine salary step placement. Assignments shall be made annually and do not carry tenure in assignment.

Section 10.2

Athletic Coaches' Pay Scale

A. Athletic Director	14%		
Asst. Athletic Dir.	8%		
B. Coaches: Football			
Varsity Head	12%	Grades 7/8 Heavyweight Head	6%
Varsity Assistant	10%	Grades 7/8 Heavyweight Asst.	5%
Jr. Varsity Head	9%	Grades 7/8 Lightweight Head	6%
Jr. Varsity Asst.	8%	Grades 7/8 Lightweight Asst.	5%
C. Coaches: Basketball			
Varsity Head	12%		
Jr. Varsity Head	9%		
Grade 9	8%		
Grade 8	6%		
Grade 7	5%		
D. Coaches: Volleyball			
Varsity Head	10%		
Jr. Varsity	8%		
Grade 8	5%		
Grade 7	5%		
E. Coaches: Baseball/Softball			
Varsity Head	10%		
Jr. Varsity Head	8%		
Grade 9	7%		
Grade 8	5%		
Grade 7	5%		
F. Coaches: Track			
Varsity Head	10%		
*Varsity Asst.	7%		
Grade 9	7%		
Grade 8	5%		
Middle School Track/Boys	5%		
Middle School Track/Girls	5%		
G. Coaches: Swimming			
Varsity Head	10%		
*Asst. Varsity	6%		
H. Coaches: Wrestling			
Varsity Head	10%		
Varsity Asst.	8%		
Middle School Wrestling	5%		

- I. Coaches: Cross Country
 - Varsity Head 7%
- J. Coaches: Golf
 - Varsity Head 7%
- K. Coaches: Soccer
 - Varsity Head/Boys 10%
 - Varsity Head/Girls 10%

*Swimming and Track assistant positions will be filled only if squad numbers thirty (30) or more.

Section 10.3

Non-Athletic Extra-Curricular Activities Pay Scale

- A. Dramatics (Secondary, Grades 9-12)
 - Musical 8% Per play/musical as determined and approved
 - Drama/Play 5% by the building principal
- B. Instrumental Music (Serves during entire school year)
 - High School Marching Band 7%
 - High School Jazz Band 3%
 - *High School Program Band 3%
 - High School Orchestra Pit Band 3%
 - Middle School Instrumental Music (Grades 6,7,8) 4%

*Activities of Program Band at Administrators discretion
- C. Vocal Music (Serves during the entire school year)
 - High School (Gr. 9-12) (Winter Concert; Spring Concert) 7%
 - Middle School (Gr. 6,7,8) 3%
 - High School Musical 2%
- D. Building Audio-Visual Coordinator (if assigned) 3%
- E. Majorettes 4%
- F. Cheerleaders Sponsors
 - Senior High (Gr. 9-12)
 - *Head 6% *Assistant 5%
 - *Not same person
 - Middle School
 - Grade 7, Grade 8 (same coach) 5%
- G. Driver Education
 - 1991-92 \$19.00 per hour
 - 1992-93 \$20.00 per hour
 - 1993-94 \$21.00 per hour

H. Department Chairpersons

1. Responsibility: Grades 9 - 12
2. Departments
 - A. English
 - B. Math/Science
 - C. Social Studies
 - D. Vocational (including Physical Education)
 - E. Fine Arts (counselors, art, band, vocal and drama)
3. Selection:

A selection committee will be comprised of three (3) teachers selected by the teachers from each department and three (3) district administrators including the building principal or assistant.
4. Appointment Duration:

Appointments are for two years.
5. Remuneration
To be negotiated at such time that department Chairpersons are re-instituted.

I. Instructional Support Specialist Contact Person 3%

Section 10.4

Staff assignments in extra-curricular activities will be made by a supplemental contract. Any academic activity assigned on an "extra basis" will have compensation determined by use of the following formula:

A teacher's hourly wage will be computed as follows:

Base salary divided by 184 days = daily rate

Daily rate divided by 5 = hourly rate

Section 10.5

All activities not covered in the delineated Sections 10.2, 10.3, and 10.4 of this Article which meet before or after school with advance written administrative approval and sanction by the District for at least thirty-five (35) hours per school year will receive 3%.

Section 10.6

People chosen for the activities listed in Section 10.1 through 10.5 of this Agreement shall be those teachers best qualified as determined by the building administrator and/or the Superintendent to fill the positions. If no qualified teacher covered by this Agreement applies, then applications may be accepted from other persons.

Section 10.7

Should an extra-curricular sponsor not be able to complete his/her assignment due to illness, accident, etc., the amount required for a substitute will be deducted from the remuneration he/she would have received.

Section 10.8

Whether or not a sponsor is selected for the extra-curricular activities as listed will be contingent upon the ability of the Avondale School District to support such sponsorship.

Section 10.9

Accepting the sponsorship for any extra-curricular assignment connotes willingness to accept responsibility for adequate practices and/or rehearsals so as to insure a performance commensurate with the level and ability of the group, to properly supervise the pupils participating in the activity, and to provide appropriate guidance during any performances which may be given. If required by the building principal, an outline of activity for the school will be submitted by the teacher for administrative approval prior to commencing the activity.

Section 10.10

Rehearsals, preparation, planning, and activities relating to the sponsorship of an extra-curricular activity will be outside of regular school hours unless express approval for use of class time is received from the building administrator.

Section 10.11

Payroll withholdings in lump sum extra-curricular payments will be computed on the basis of multiples of a teacher's regular pay.

For example: \$200 regular pay + \$1,000 extra = \$1,200 total gross
which is equal to six (6) regular pays;
Payroll taxes on \$200 x 6 = total payroll tax deduction.

Section 10.12

Within two (2) weeks after the beginning of the school year, the District shall publish and post in each school lounge and office, a list of all vacant positions listed in Sections 10.2, 10.3, and 10.4 which will be filled, and paid for at the scheduled rates, for the school year. If during the year they plan to fill any additional positions, the Association will be notified, and the notification placed also in each school lounge and office. No one will be asked to volunteer for any position not included in Sections 10.2, 10.3, 10.4, or 10.5

If during the year a teacher wishes to organize and/or sponsor a sport, club,

or activity not previously listed in Section 10.2, 10.3, 10.4, or 10.5 the teacher must obtain administrative approval in writing. The building administrator shall be responsible for achieving club or activity status. Should the activity or club qualify for reimbursement and it is not listed in the pay schedules in Section 10.2, 10.3 or 10.4, the District and Association shall negotiate a rate of compensation within 30 calendar days of the District approved activity.

ARTICLE 11 - MILEAGE

Section 11.1

Teachers who transport students and/or are required in the course of their teaching assignment to drive their personal automobile while on school business, shall receive the maximum per mile IRS allowance in effect on September 1 of the school year. It is understood that this allowance is limited to those teachers who, because of their teaching assignment, are required to conduct classes or otherwise function in a professional capacity in more than one school building per day in the Avondale School District or outside the district if required to leave the district by the District. It is further understood that this mileage requested is subject to prior approval by the Central Office, Building Principal, or Superintendent or his/her designee.

Section 11.2

Teachers who are requested to transport and/or do voluntarily transport students for approved school sponsored activities shall have full liability insurance provided by the District.

ARTICLE 12 - TEACHING HOURS

Section 12.1

All elementary teachers will have no more than five (5) clock hours of assigned instructional time daily (not to include rotational recess duty). No elementary teacher will be required to be in his/her building more than seven (7) hours and fifteen (15) minutes daily.

Elementary students shall have scheduled one fifteen (15) minute recess period before the lunch period and one fifteen (15) minute recess period after the lunch period, or a thirty (30) minute recess before or after lunch if the majority of teachers vote to take the thirty (30) minute recess.

The teachers with the principal shall develop a rotational recess duty schedule that provides for one teacher to supervise all students during recess. The recess duty shall be shared equally. Any teacher who does not wish to share in the recess duty schedule shall be responsible for supervising his/her own class.

If, due to inclement weather, the elementary teachers do not have a recess break (not including regular rotational recess duty), the elementary teachers

so affected are to be allowed to leave as soon as the buses leave with the pupils. Elementary teachers will be guaranteed a minimum of sixty (60) minutes daily for a duty-free lunch, except as noted in the next paragraph. Time spent in faculty meetings shall be included in the time requirement above.

By a 2/3 majority vote of the teachers in any elementary school, a schedule for that school consisting of two (2) recesses of 20 minutes each and one lunch period of 50 minutes may be instituted for any or all card marking periods. The decision to change shall be made prior to the beginning of a card marking so that there is enough time to notify parents.

Section 12.2

The high school teaching staff will be assigned daily no more than five (5) instructional periods of sixty (60) minutes in length which includes passing time. Each full time teacher at the Middle School will be assigned a minimum of five (5) instructional periods of approximately fifty (50) minutes in length which includes passing time. The sixth (6) assignment period shall be either: extra duty period; team planning conference period; 6th period of classroom instruction. If a 6th period of classroom instruction is required the teacher will be paid an additional five hundred dollars (\$500.00) per semester.

In addition to this, each secondary teacher will have one (1) conference period daily, comparable in time to a teaching or duty period and daily duty-free lunch period of not less than twenty-five (25) minutes, not to include passing time. No secondary teacher will be required to be in his/her building more than seven (7) hours and fifteen (15) minutes daily.

Time spent in faculty meetings shall be included in the time requirements above, except as noted in Section 12.3.

Section 12.3

Teachers shall be in their buildings at least thirty (30) minutes before classes begin and at their first teaching station ten (10) minutes before classes are scheduled to start. Teachers shall not be required to supervise pupils more than ten (10) minutes before the scheduled start of classes. Teachers may leave fifteen (15) minutes after their final assignment of the day is concluded. If it should be necessary to alter arrival and departure times for valid reasons, this may be arranged through the building principal or his/her representative. The overall effect shall not change the minimum overall time (7 hours, 15 minutes) the teacher shall spend in the building.

The building administrator may schedule one (1) sixty (60) minute per month faculty meeting outside the seven (7) hour fifteen (15) minute work day. The agenda will be determined by a committee comprised of AEA members, building support staff, where appropriate, and building administrators.

The building principal shall provide to all teachers, an agenda for the faculty meeting at least one day before the meeting and notice that the faculty meeting will be held at least five (5) working days before the faculty meeting.

Section 12.4

The regularly scheduled working day applies to ancillary staff as well as to classroom teachers.

Section 12.5

Non-classroom teachers which include counselors, librarians, and social workers will spend seven (7) hours and thirty (30) minutes per day in their regular assignment. Their release time will consist of two (2) fifteen (15) minute breaks and a thirty (30) minute lunch period during the day which are included in the seven (7) hours and thirty (30) minutes work day. The day's beginning time may be adjusted earlier or later by the principal or immediate supervisor and the affected staff member. The building principal or immediate supervisor, with consent of the affected teacher, may request central office approval for a non-classroom teacher (such as those listed above) to work days not scheduled in the school calendar (Appendix B).

For those extra days worked, one (1) through five (5), the teacher shall take an equal number of scheduled work days off.

For extra days worked, six (6) through ten (10), the teacher shall elect to take any combination of scheduled work days off or extra pay at his/her daily rate.

For extra days worked in excess of ten (10), the teacher shall be paid his/her daily rate.

Section 12.6

Elementary (Ancillary, pre K-5, and special education) teachers shall be provided one hundred twenty (120) minutes of planning and conference time per week for five (5) day week. In the case of regular (grades 1 through 5) classroom elementary teachers, this conference time will result from the presence of ancillary staff in the elementary classroom, and is exclusive of lunch, recess, and the time before and after school.

Section 12.7

Part-time teachers will participate in parent-teacher conferences, and open house if scheduled. A part-time teacher who is required to participate in other non-teaching activities shall be paid the daily rate for the time worked.

ARTICLE 13 - TEACHING CONDITIONS

Section 13.1

The District and Association are both concerned with safe and healthful working conditions in the school district and the District and Association will strive to maintain and improve these conditions.

Should schools be closed after the commencement of the student day for reasons determined by the administration, the teaching staff in the building(s) which is/are closed may leave after the students leave. The staff so affected will not be required to substitute in other buildings on the first day the building(s) is/are closed but may be assigned beginning the second day as provided for in this Article, Section 13.5.

Section 13.2

The District agrees to the principle of making available in each school adequate lunchroom, restroom and lavatory facilities for teacher use, and at least one room appropriately furnished which shall be reserved for use a faculty workroom. As renovations and/or new buildings are undertaken, these provisions shall be included. The District agrees to designate an area in each school in which smoking shall be permitted.

Section 13.3

Existing telephone facilities shall be available to teachers for their reasonable use. Personal toll calls shall be paid for by the teacher. The individual teacher shall also be liable for any additional costs which result from identifying the phone call on toll calls which have not been authorized and recorded.

Section 13.4

At the request of the Association, and with the approval of the building principal, vending machines for the teachers' use shall be installed in the teachers' workroom. Disposition of the proceeds from said vending machines shall be determined by an Ad Hoc committee of teachers and the principal of that building. Profits remaining after funds from the vending machines have been deposited in the building's internal account and liabilities paid, may be dispersed by an Ad Hoc committee of teachers and the building principal.

Section 13.5

The Association recognizes the right and responsibility of the District to temporarily reassign teachers in an emergency as substitutes within their teaching level (elementary or secondary) and/or teaching subject area. An example of this reassignment would be in the event of a school closing due to a breakdown of utilities.

Section 13.6

In order to give the teacher more instructional time, secondary students shall be enrolled before the teachers report for work in the fall. The only exceptions will be new student enrollments. Enrollments shall include the scheduling of students, assigning of lockers and locks, and the completion of all forms necessary for guidance and the principal's office. It is understood that the above responsibilities shall not be assigned to teachers.

Section 13.7

Teachers shall be available during conference period and other periods of unassigned time, excluding lunch and recess, to help students and for parent conferences. Teachers will arrange for conferences with parents when it appears that better understanding and cooperative support with the home may be facilitated with such conferences. It is understood that on some occasions it may be necessary for teachers to meet with a parent (s) after school.

Section 13.8

Each teacher shall prepare adequate daily and long term lesson plans as may be required by each building principal which are consistent with the ability level of his/her assigned class. These lesson plans shall be available to the building principal and shall be subject to his/her review, evaluation, and approval.

Section 13.9

No secondary teacher shall have more than three (3) preparations unless the teacher requests or accepts more.

Section 13.10

It shall be the shared responsibility of teachers and administrators to interpret the instructional program of the schools to the community in ways which will improve the community's understanding of the school program and encourage community involvement and support.

Section 13.11

Teachers shall have authority to grade students and to recommend whether a student shall be passed or retained.

If an administrator believes a student's grade should be changed, the teacher shall be so notified in writing by said administrator. However, no grade shall be changed except as provided by the law. If an administrator accepts the teacher's recommendation to pass or retain a student, the teacher shall be so notified in writing by said administrator. However, no recommendation to pass or retain a student shall be changed except as provided by state law or Board policy.

Section 13.12

When hiring outside applicants, teachers released from the constituent districts in Oakland County will be considered.

Section 13.13

The District will provide the Association with a list of teaching vacancies.

Section 13.14

A Review Board for Independent Study shall be composed of two (2) high school classroom teachers selected by the high school teachers, one (1) high school administrator, selected by the Administration, the student's counselor and the subject area Department Head or Instructional ancillary person. This Board shall review applications from students who wish to receive credit for Independent Study and shall approve or disapprove each application. The Independent Study shall be under the supervision of a classroom teacher. The classroom teacher must agree to the supervision and be approved by this Review Board. The student shall be counted in the class load of the supervising teacher.

Section 13.15

The District and the teachers recognize the value and importance of parent-teacher conferences. Conferences shall be governed as follows:

- A. The Superintendent/designees will select the day(s) on which the conferences will be scheduled.
- B. Each building administrator will decide on the scheduling of hours for these conferences, not to exceed three (3) hours per session.
- C. Elementary Spring Conferences shall take place based on necessity. Either teachers or parents may request a conference.
- D. The teachers will receive a one-half (1/2) compensatory day for each three (3) hours of conference time held after the teachers' regular work day.

Section 13.16

Special needs students who are placed in general education classrooms under either special education initiative, least restrictive environment, full inclusion or any similar program shall be so placed as per state law and/or state/federal special education regulations. Before a special needs student is placed the receiving teacher will be provided information by the Director of Special Services, or designee, as to the student's special needs, how to meet the special needs, and what support services will be provided the student and teacher as per the decisions arrived at in the IEPC. (This communication will take place directly with the teacher, or by mail with the teacher and the

AEA Executive Director.) If the teacher, building principal, and/or Director of Special Services believes that inservice would be useful for the classroom teacher a meeting of the above named parties will take place to decide the nature of needed inservice, and the date when the inservice is to be held. Any dispute over inservice content and/or date will be referred to the Assistant Superintendent and Association President/Executive Director for possible resolution. If there are costs involved, including compensation for extra work outside the teacher's regular work time, such costs will be paid by the District.

Section 13.17

The use of commercial television broadcasts within the District must be supplement to the district curriculum plan. Therefore, any agreement to utilize such commercial television must be approved by the I.S.S. Curriculum Council, and the Assistant Superintendent's office. The District shall not reduce the number of employed teachers because of the utilization of commercial TV.

Section 13.18

Before the District may enter into any program to use television in classrooms produced within the District or outside the District or jointly produced within and outside the district as a method of instruction, the District and Association agree to negotiate the impact of such a program on the Bargaining Unit. The District shall not reduce the number of employed teachers because of the utilization of TV.

ARTICLE 14 - CLASS SIZE

Section 14.1

Classes in the Avondale School District will not exceed the following number of pupils except as provided for in this Article.

Pre-K	18 pupils
Kindergarten	25 pupils (with maximum overage of 2 students)
1 - 3	26 pupils (with maximum overage of 2 students)
4 - 5	29 pupils (with maximum overage of 2 students)
6 - 12	30 pupils (with maximum overage of 2 students)

In the event the District is threatened by a shortage of regular classrooms, a committee composed of Avondale School District administrators and Avondale Education Association members shall meet to discuss potential resolution of the issues. After the 120th school day, no new class sections will be required to be opened.

Special Education Classes - State/Federal maximum number of pupils
as determined by governmental rules
and guidelines.

- A. A split elementary class shall contain consecutive grades. Family grouping shall be considered more than two (2) consecutive grades.
- B. Secondary remedial classes will be limited to eighteen (18) pupils.
- C. If any class contains special education students, a meeting may be called by the regular classroom teacher with the Director of Special Services and/or designee, and the building administrator. The purpose of this meeting will be to discuss additional support resources that are available for the classroom teacher, and the manner in which the special education teacher and paraprofessional may be utilized.
- D. Enrollment in office/key boarding classes shall be limited to the numbers of machines in operating order in September and January but shall not exceed thirty (30).
- E. Physical education classes shall be limited to thirty-five (35) pupils per teacher.
- F. Elementary physical education classes shall be limited to 35 pupils per teacher. Elementary music classes shall be limited to 35 pupils per teacher providing the room has at least 35 desks and/or chairs. Elementary art shall be limited to 32 pupils per teacher providing the room has desks or tables and chairs for at least 32 pupils and adequate supplies and materials for the 32 pupils.

Section 14.2

Should it be necessary to exceed any of the class sizes delineated in Article 14.1 and/or the daily limit in Section 14.6, the overage shall be accommodated as follows:

- 1. Addition of a new section
- 2. Organizing a split section
- 3. Transferring students

Where 1,2,or 3 above aren't utilized to correct the overage, the teacher involved shall be compensated as follows:

- One (1) student over, \$175 per card marking or portion thereof
- Two (2) students over, \$300 per card marking or portion thereof
- Three (3) students over, \$450 per card marking or portion thereof
- Four (4) students over, \$600 per card marking or portion thereof
- Five (5) students over, \$750 per card marking or portion thereof

The payment of overages shall be limited to no payment if the overage is corrected in the first 10 days of each semester; full payment if the overage is not corrected by the beginning of the 11th day of the semester.

Section 14.3

The ratio of pupils to teachers and professional staff members in middle and senior high school shall not exceed twenty-four (24) to one (1).

Section 14.4

At the secondary level a counselor-pupil ratio of one (1) counselor to the three hundred-sixty (360) pupils will be maintained. Secondary level shall mean grades 6-12, elementary level shall mean graded K-5 or Pre K-5.

Section 14.5

Unless otherwise stated, instructional support specialists and the building principal will decide the class size of all lab types, fine arts, and manual arts classes. Class size shall be determined on the basis of, but will not be limited to, the following:

- A. Objectives of the class desired by the teacher
- B. Objectives desired by the administrator
- C. Safety of students
- D. Equipment available
- E. Space available
- F. Recommendation by recognized authorities, such as N.C.A.S.S.C.

All extensive science lab oriented classes will have no more than twenty-five (25) students per class. Capacity shall be set by May 30 for the following year.

Section 14.6

- A. A full-time academic teacher who teaches in grades 9-12 shall have no more than a total of one-hundred-fifty-five (155) pupils each day. A full-time academic teacher who teaches in grades 6-8 shall have no more than a total of one hundred fifty six (156) pupils each day.
- B. Less than full time academic teachers shall have their one hundred-fifty five (155) pupils each day prorated for the academic classes taught.

One (1) academic class	31 pupils
Two (2) academic classes	62 pupils
Three (3) academic classes	93 pupils
Four (4) academic classes	124 pupils
Five (5) academic classes	155 pupils

See Section 14.2 for accommodation of overages.

- C. At such time that the District approves a seven (7) period day for the Middle School, less than full-time academic teachers in grades 6-8 shall have their one hundred fifty-six (156) pupils each day prorated for the academic classes taught.

One (1) academic class	26 pupils
Two (2) academic classes	52 pupils
Three (3) academic classes	78 pupils
Four (4) academic classes	104 pupils
Five (5) academic classes	130 pupils
Six (6) academic classes	156 pupils

See Section 14.2 for accommodations of overages.

Section 14.7

Whenever it is necessary to schedule a split grade class in grades 1 through 5, or a family grouping class, the class size delineated in Section 14.1 for the lowest grade involved shall not be exceeded. Additionally, overage does not apply to split grades or family groupings unless agreed to by the teacher involved and the Association president.

Section 14.8

When any student is mainstreamed into general education, the special education student's membership will be counted as one (1) member in determining that particular teacher's class size.

The number of mainstreamed students shall be equalized in like sections/grades by building and equalized with the teachers teaching in the like sections/grades by building.

Recent changes in law mean that more special needs students will be mainstreamed and included in regular classroom education activities. The District commits itself to a problem solving approach in dealing with the inherent problems of inclusion. Special education teachers, regular education teachers, and appropriate administrators will meet to resolve the issues of lesson planning, materials, and whether or not there will be weighted counting of EI, SXI, SMI, TMI, and POHI student(s), potential support service that may be required, and other topics of concern.

ARTICLE 15 - IN-SERVICE WORKSHOPS

Section 15.1

To maintain and improve teaching performance, the District and the Association realize the value of in-service training. In-service programs shall meet during normal teaching hours which will permit all teachers to attend. Up to two (2) half-day district-wide in-service workshop sessions may be held each school year.

Section 15.2

A committee of three (3) teachers selected by the Association and three (3) administrators selected by the District will plan the district-wide in-service training sessions. They may involve additional professional staff as is necessary to facilitate the planning of these in-service training sessions, as permitted within the limitations of 184/180 day/900 hour requirements. In-service workshops shall be scheduled only if approved by a majority of the members of the committee.

Section 15.3

The principal and staff of each building and the secondary departmental division, with the approval of the Superintendent or his/her designee, may plan up to two (2) in-service programs per year which shall be designed to meet the needs of that particular staff and building.

Section 15.4

Unless permission is granted by the Superintendent or designee to be excused from the planned in-service session, it is understood that attendance at the workshops is mandatory.

ARTICLE 16 - ELEMENTARY ANCILLARY TEACHERS

Section 16.1

The District will provide teachers on the elementary level in the areas of art, physical education, and vocal music. These teachers are called elementary ancillary teachers.

Section 16.2

- A. In the event of the absence of these ancillary teachers, the District agrees to provide substitute teachers.
- B. If there is a shortage of substitute teachers, both the Association and the District agree that substitutes will be assigned to the regular grade classes first and that substitutes for ancillary teachers will be assigned only when the substitute needs of regular classes are met.

Section 16.3

There will be a minimum of forty (40) minutes per class per week in each elementary ancillary area (vocal music, art, and physical education). If scheduling makes it impossible to schedule the forty (40) minute blocks in music or physical education, a twenty (20) minute block before and after lunch may be scheduled. When the music or physical education classes are before and/or after lunch, the ancillary teacher will dismiss and/or meet the class.

Section 16.4

Classes shall not be combined in order to provide the minimum of forty (40) minutes per class per week in each elementary ancillary area.

Section 16.5

In order to equalize planning and conference time for teachers and learning experiences for pupils, class schedules will be alternated on student half days whenever possible. A teacher who is assigned to secondary and elementary shall be assigned to the appropriate building during the alternated time schedule. For example, if an art teacher is assigned to the high school for periods 1-3 and the elementary for periods 4-6 and periods 4-6 are scheduled for the morning, the art teacher would go to his/her elementary in the morning. Adjustments for different starting times will be made if necessary.

ARTICLE 17 - STUDENT TEACHERS

Section 17.1

The Avondale Teacher Education Committee (ATEC) shall be in charge of student teachers and student observer programs within the Avondale School District. ATEC shall be composed of two (2) teachers selected by the Association and two (2) administrators selected by the District. ATEC shall determine how many student teachers will be placed and with whom.

If no majority decision can be reached by the ATEC Committee, the issue may be appealed to the Superintendent and the AEA Executive Director. The decision of the Superintendent and AEA Executive Director is final.

Section 17.2

An honorarium which may be paid a teacher for supervising teaching interns by a university shall be paid directly to the cooperating teacher by the university.

Section 17.3

The cooperating teacher must be a tenure teacher recommended by his/her Building Principal.

Section 17.4

The acceptance of a student teacher or student observer will be a voluntary act on the part of the cooperating teacher.

ARTICLE 18 - SUBSTITUTION

Section 18.1

The District and the Association both recognize the necessity for regular and properly certificated substitute teachers and the District hereby states that regularly employed teachers will be asked by the building administrator to substitute only when substitute teachers are unavailable or in an emergency.

Section 18.2

Any teacher teaching an extra class as defined in Section 18.1 shall receive \$20.49 per class during the 1991-92 school year and \$21.92 per class during the 1992-93 school year, \$23.46 per class during the 1993-94 school year. A class is defined as one (1) clock hour or regular class period in secondary school, and remuneration will be prorated accordingly.

It shall be the responsibility of the building principal to submit the substitute teacher's name to payroll for payment in the next pay period following the performance of the substitute work.

Section 18.3

If a teacher is on a District approved leave for one (1) semester or longer or terminates employment during the school year, or if a vacancy exists for any reason, a contracted replacement teacher will be hired provided the position is filled. The individual contract with this teacher will show a beginning date and a termination date. Association dues will be prorated according to the length of a teacher's contract.

A substitute teacher may be hired for a period not to exceed one (1) semester for a teacher who is absent.

Section 18.4

Once a teacher has reported an absence, it shall be the responsibility of the administration to arrange for a substitute teacher.

Section 18.5

A teacher utilized as a emergency substitute will receive the substitute hourly rate.

Section 18.6

Librarians and counselors shall not be used as substitute teachers except in the event of an emergency. Such emergency is defined as times when teachers become ill during the regular school day, are called home for a domestic emergency, or when a teacher is late or calls in absent too late to allow a substitute to arrive on time. Students shall not be assigned to the library in lieu of their regular class unless under the above circumstances or when a

librarian and teacher agree to do so.

ARTICLE 19 - SUMMER SCHOOL AND COMMUNITY EDUCATION

Section 19.1

Qualified teachers from the Avondale teaching staff who make application for a position within the time limits set forth in the posting shall be hired for Avondale summer school classes and/or Avondale Community Education classes before outside applicants are hired provided the class is held.

Section 19.2

Application for summer school employment must be filed in the Personnel Office on or before the third day of June in order that assignments can be made at the earliest possible date. An announcement of tentative summer school programs will be posted in each school by the 25th of May. Final approval by the School District of the summer school staff shall be upon recommendation of the Superintendent or his/her designee.

Section 19.3

Application for teaching Community Education credit courses (as scheduled by the Avondale Community Education Department) for high school completion classes shall be filed in the Avondale School District Community Education Office. This section refers to those classes or programs wherein the Avondale School District has the sole responsibility for the selection of faculty.

ARTICLE 20 - PROMOTIONS, VACANCIES, AND TRANSFERS

Section 20.1

A promotion shall be defined as a change in position which results in additional compensation to the teacher for additional duties and responsibilities. This definition will not include extracurricular activities or assignments or changes in extra duty assignments.

Section 20.2

The District shall publicize vacancies in all professional positions by posting in all school offices and lounges a list of said vacancies during the school attendance year. No vacancy shall be filled until said vacancy shall have been posted for at least fourteen (14) days, except in case of emergency and then only on a temporary basis. When said vacancy is filled, all other Avondale applicants will be notified in writing of such action.

Section 20.3

Any fully certificated teacher who meets the qualifications prior to the time of the posting deadline may apply for a posted vacancy. The academic training, professional experience, and the attainments of all applicants will be criteria used in the selection process when filling such vacancies.

Any applicant with less seniority shall not be awarded such position in the bargaining unit except as may be provided in Section 20.5 unless the more senior applicant is not qualified. The District declares its support of the practice of promotion from within its own teaching staff including promotion to supervisory and executive levels, when qualified applicants are available. The District is not required to promote the most senior teacher applicant to a position not included in the bargaining unit.

Section 20.4

Since the involuntary transfer of teachers from one school to another may be disruptive to the educational process and may interfere with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided if possible. However, the following guidelines shall be followed when personnel are to be transferred:

- A. Vacancies and new positions shall be filled voluntarily and shall be based in order upon seniority and qualifications provided the qualifications of the applicants are comparable. Otherwise, the position shall be filled by a qualified teacher assigned by the Superintendent or designee based upon inverse seniority.
- B. Definitions - When used in this Article, the following terms shall mean:
 1. A transfer is a change in building, grade level, department, course

or subject matter.

C. Involuntary transfers may occur for, but are not limited to, the following reasons:

1. No applicant requesting a transfer for the positions(s) in question meets the posted qualifications.
2. To facilitate the recall of a laid off teacher.
3. To facilitate the return of a teacher on leave.
4. To avoid the lay off of a teacher.

In order to accomplish 2, 3, and 4 above, involuntary transfers shall be made if necessary.

D. In determining who shall be transferred, the Superintendent or designee will give the voluntary transfer to the teacher with the greatest seniority providing he/she meets the qualified requirements. In the event of equal seniority, the criteria set forth below in Section 20.7 shall be used to break seniority ties.

Section 20.5

A vacancy involving non-teaching and/or support responsibilities shall be filled by an applicant who is certified and endorsed and meets the posted qualifications. The final selection of the applicant shall be made by a committee composed of three (3) administrators selected by the Superintendent or designee, and three (4) bargaining unit members selected by the Association. If an internal applicant is not selected, the District may then post the job outside the District. External applicants will be interviewed and selected by the committee.

Section 20.6

- A. All teachers shall be given written notice of their assignments for the coming school year no later than June 1 of each year except as provided in Section 20.5, B. Said notification shall contain the grade level, subject, and building. In instances where the assignment for the forthcoming year may be different from the currently held assignment, the principal shall discuss the possible change with the affected teacher prior to June 1.
- B. In the event a change in assignment occurs after June 1 and prior to the beginning of school in the fall, knowledge of this transfer will be promulgated to the teacher in writing within twenty-four (24) hours after administrative transfer has been made. Notice will be sent to the teacher's summer address and include the reasons for the change.

Section 20.7

A change in assignment within a building (grade 2 to 4, or from three English and two Social studies classes to two English classes and three Social Studies classes) is not considered to be an involuntary transfer. A change in a secondary department will be considered an involuntary transfer unless so requested by the teacher.

Section 20.8

Seniority is defined as follows:

Seniority is based on date of hire minus time spent on unpaid leave of absence. Seniority is lost when employment as a teacher is terminated. Date of hire is defined as most recent first day of work or date of teacher signing first contract, whichever is first. In case of equal seniority, teacher seniority placement shall be determined by the following criteria in order of listing (i.e., if ties in placement exist after criterion A is applied, criterion B will be applied. If ties still exist, criterion C will be applied. If ties still exist, then criterion D will be applied.)

- A. Prior contracted teaching in other public schools and previous contracted teaching in Avondale not counted toward seniority as defined above. The ranking shall be in order based on the total years or portions thereof: i.e., two years places a teacher ahead of a teacher with one year.
- B. Date of hire for a bargaining unit position.
- C. Salary track placement (Appendix A): i.e., MA Track places a teacher ahead of a teacher with BA+25; BA+25 ahead of BA+15.
- D. A one time drawing among teachers tied with each other. The time and place of drawing shall be determined by the Association and District and announced to all teachers. The first name drawn shall rank ahead of the second, the second ahead of the third, etc. Persons who become members of the bargaining unit and who are tied after C, above, shall participate in a drawing as described within fifteen (15) school days of commencing work.
- E. For the purposes of layoff and recall (Article 36), the AEA President shall be placed at the top of the seniority list. The AEA shall notify the Superintendent or designee within fifteen (15) days of election who the president is and of any changes that may occur.

Section 20.9

Teachers must be state certified/endorsed for the position they hold. Certification shall be defined according to the "Administrative Rules Governing the Certification of Michigan Teachers."

Section 20.10

Qualifications shall be defined as certified for the assignment. At the Middle School level, the teacher must have an endorsed major/minor or previous experience in the majority of the assignment, and at the High School level the teacher must meet North Central requirements for the assignment. This may be waived by the superintendent or designee for a returning teacher.

Section 20.11

Lists of next year's known available teaching positions within the school district shall be posted by June 1st in the same manner as provided in Section 20.2.

Section 20.12

Teaching positions which are available and unfilled by July 30 during summer recess will be promulgated to the AEA office on or about August 1.

Section 20.13

Avondale School District personnel who have on file Letters of Interest in Administration and/or Bargaining Unit positions will be notified when such vacancies occur during the summer.

Letters of Interest for the above mentioned positions will be kept on file for one school year.

ARTICLE 21 - LEAVES WITH PAY

Section 21.1

The parties mutually recognize the need for employees, in time of sickness, matters of emergency, or other circumstances beyond the control of the employee, to have a degree of security in regard to salary. Therefore, the following provisions are hereby established.

Section 21.2

A teacher's salary will be continued during a temporary absence from his/her assignment due to any personal illness or any injury for the lesser of one hundred eighty (180) calendar days per year (July 1 - June 30) or the time required to qualify for long term disability benefits provided by the school district. Benefits received by the teacher from Avondale's Workers Compensation Insurance in combination with the payment by Avondale shall not exceed the teacher's annual contract amount.

Section 21.3

Other absences for personal business with the building administrator being notified at least twenty-four (24) hours in advance may be used by a teacher without a reduction in the teacher's salary. No more than three (3) personal

business days per year may be taken except with the written approval of the Superintendent or designee. Personal business is defined as being that business or activity which cannot be transacted or consummated on any other day or at any other time except during school hours.

Section 21.4

Up to five (5) consecutive days may be used for serious illness in the immediate family. After five (5) days it is expected that the teacher can make appropriate arrangements for the care of the ill member of his/her immediate family. Immediate family in this section shall mean spouse, mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, daughter, son, daughter-in-law, son-in-law, grandmother, grandfather, or other relatives living within the same household. For relatives not covered in this paragraph, the teacher may appeal to the Superintendent or designee. This decision of the Superintendent or designee is not grievable.

Section 21.5

A maximum of three (3) days may be used for a death in the immediate family, as defined in Section 21.4. The teacher may use one (1) day to attend a funeral of a friend or relative not included in the above definition. The teacher may apply to the Superintendent or designee for additional days and permission to attend a funeral of a relative or friend not included in the above definition.

Section 21.6

A maximum of two (2) days per year may be used for medical and dental appointment when such appointment cannot be scheduled outside the regular work day.

Section 21.7

A required court and/or administrative agency (hereinafter called Tribunal) appearance is defined as serving as a witness in any case arising out of or during the course of employment with the District. The District agrees to pay the teacher his/her regular contractual salary rate for these required Tribunal appearances and teacher, in turn, agrees to forward to the District any fees received for serving as Tribunal witness. Should the teacher not forward to the District (Personnel Office) such fees for serving as a witness, then a like amount will be withheld from his/her annual contract.

A required Tribunal appearance in a case not arising out of or during the course of employment with the District where the teacher has a vested interest will be without pay or personal days may be used. (See Section 21.3) Vested interest shall be defined as any litigation which has been initiated by the teacher, his/her agent, or members of his/her family or any agent, or members of his/her family and where the teacher, his/her agent, or members of his/her family stand to gain or lose money, property, or standing.

A required Tribunal appearance in a case where the teacher is a subpoenaed

witness to a criminal act shall be considered as a case wherein the teacher has no vested interest, except as provided in this section above.

Section 21.8

A visitation (with prior approval by the Superintendent or designee) to other schools or for attending approved conferences or conventions, including Association meetings.

Section 21.9

Whenever a teacher is required to serve as a juror in a Court of Record (Court of Record by legal definition refers to courts who keep records of proceedings and whose decision must be obeyed until overturned by a higher court), the District agrees to pay the teacher the difference between his/her salary and the amount received by the teacher for this jury duty.

Section 21.10

Whenever a teacher is required to serve the annual two (2) week training period or encampment of the Michigan National Guard, Michigan Air National Guard, or Reserve duty, and it can be documented that this duty cannot be served during the summer vacation period, then the teacher will be paid the difference between his/her teaching salary and the military salary.

Section 21.11

The provisions of Article 21 are intended to provide salary security in time of need, not mere convenience, under the conditions specified only. The intentional use of the provisions of Section 21.3 immediately before and/or after a holiday or a recess period for travel or to otherwise extend the holiday or recess period is specifically prohibited.

Section 21.12

A teacher demonstrating a pattern of sick leave abuse may be notified that he/she will be required to furnish proof of illness signed by a physician for any subsequent use of sick leave during the current school year. Notification of such requirement shall be made in writing to the teacher by the Superintendent or designee.

An illness of a teacher for ten (10) consecutive school days will require a doctor's certificate indicating fitness for resumption of the teacher's regular assignment prior to his/her return to work.

Section 21.13

The District reserves the right to require a teacher to provide upon request satisfactory evidence to justify a paid absence.

Section 21.14

Proven abuse of the provisions of this Article will result in appropriate disciplinary actions, including discharge.

Section 21.15

Teachers new to the school district will not qualify for salary continuation benefits under this Article until he/she has worked at least one (1) day in his/her assignment and such benefits shall be limited to a total of two (2) days for illness or injury during the teacher's first semester of service. This limitation does not apply to absences due to on-the-job illness or injury which qualify for benefits from Avondale's Workers Compensation Account. The teacher may request additional paid leave days from the Superintendent or designee. The Superintendent's or designee's decision is not grievable.

Section 21.16

A Building Principal with reasonable basis to believe a teacher is unable to perform his/her normal teaching duties shall meet with the teacher, Association President and/or Executive Director, and the Personnel Manager to discuss the situation. The District may at its expense require that the teacher provide a statement from the teacher's physician that the teacher is able to perform his/her normal teaching duties with reasonable accommodations. A decision will then be made regarding a recommendation to the Superintendent as to whether to place the teacher on a paid leave. The involuntary placement of a teacher on a paid leave is subject to the grievance procedure and the just cause standards of Sections 5.13 and 5.14.

Section 21.17

A partial absence from a daily assignment will result in a prorated deduction from paid leave day allowance. In this Article and Article 28, Association Business Days.

- A. 1/4 day or less: zero deduction
- B. 1/4 day to 3/4 day: 1/2 day deduction
- C. More than 3/4 day: full day deduction

Section 21.18

- A. Four hundred fifty (\$450.00) dollars per teacher will be allocated for Staff Development. This allocation will be maintained to pay for such in-service training or staff development expense as the District may deem professionally appropriate and which is consistent with the goals and objectives of the District. Proposals for the use of Staff Development funds may be submitted by an individual to the Assistant Superintendent or designee for review and approval.

Staff Development funds may be used for the following purposes:

1. Attendance by individuals at appropriate and position-related conferences, seminars, or workshops.
 2. Membership dues for professional organization (not including Avondale Education Association, Michigan Education Association, and the National Education Association).
 3. Substitute teachers' costs for teacher-initiated Professional Development activities.
 4. Compensation for teacher-initiated summer curriculum studies.
 5. Building subscriptions for professional journals or magazines.
 6. Teacher guides, training manuals, or resource materials for position-related professional use.
 7. The cost of tuition and books for credit based college programs.
- B. The District has the right to limit the number of teachers attending conferences on any one (1) day to 20% of the entire teaching staff of each building or four (4) teachers from each building whichever number is larger. Buildings with five (5) or less FTE teachers may be limited to one (1) teacher per building.
- C. The goals and objectives of the District, the availability of substitute teachers, the schedule of District or building activities, and the daily operation of each school will be considerations for approval of each proposal. Beginning with June 15, 1988, and annually on each June 15 thereafter, any fund balance remaining in the Staff Development account will be returned to the District's general fund. Co-curricular or extracurricular programs may not be funded by Staff Development. The District will approve the use of all Staff Development funds for professional development as long as such requests comply with the above guidelines.

ARTICLE 22 - LEAVES WITHOUT PAY

Section 22.1

Seniority and fringe benefits do not accumulate while a teacher is on an approved leave without pay. Leaves of absence without pay (but retaining the same salary step, same seniority, and previously accumulated sick leave days) shall be granted upon application to and the approval of the Superintendent of Schools for the following purposes:

- A. Study related to the teaching profession.
- B. Study, research, or special teaching assignment involving probable advantage to the school system.
- C. Any teacher who joins the Peace Corps or serves as an Overseas teacher with the Armed Forces as a full time participant shall be granted a leave of absence of up to two (2) years.
- D. Military leaves of absences (as provided in Section 8.2) shall be granted to any teacher who enlists for military duty or is inducted into the Armed Forces of the U.S.A. (provided the Federal Government reinstates the Selective Service Program) with any branch of the Armed Forces of the United States. This leave shall be for one (1) enlistment period only.
- E. A maternity/child care leave shall be granted to a teacher at his/her request for a period of up to one (1) calendar year with up to two (2) one (1) year extensions by the District upon the recommendation of the Superintendent at the request of the teacher.
- F. A political leave shall be granted to any teacher upon the recommendation of the Superintendent/designee and approval of the District to personally campaign for his/her own candidacy or serve in public office. This leave shall not exceed one (1) term of office the teacher is serving. However, this leave may be extended upon request of the teacher and at the discretion of the District. The District's decision is not grievable.
- G. Any teacher whose personal illness extends beyond the period compensated for under this policy shall be granted a leave of absence without pay up to one (1) year, renewable annually up to two (2) extensions, for such time as is necessary for complete recovery from such illness.
- H. A leave of absence for up to one (1) year shall be granted by the Superintendent or his/her designee with approval by the District for any reason.
- I. Association Business Leave. One officer of the Association or member of the Association, upon written request, may be given a one year leave of

absence without pay for the purposes of performing duties for the Association.

Section 22.2

In order to minimize the amount of disruption, the Superintendent shall more favorably consider those requests for unpaid leaves provided in 22.1: A, B, C, and H, which will terminate at a time in order to permit the return at beginning of a school year.

Section 22.3

- A. A teacher on leave of absence, who desires to return to teaching shall submit such a request in writing to the Superintendent or his/her designee by May 1, preceding the beginning of the school year in which he/she plans to return teaching. The teacher, upon timely submission of the written request, shall be reinstated at the beginning of the coming school year to a teaching position for which he/she is qualified to teach (Section 20.9).
- B. Should there be no position being filled at that time by a qualified teacher with less seniority, the teacher requesting to return will be given a one year extension of his/her unpaid leave. During the extension he/she will be assigned to the first vacancy which occurs provided he/she is qualified.
- C. A teacher whose leave is up during the school year must file a notice of intent with the Superintendent or his/her designee at least 30 days prior to the leave expiration date. He/she, after written and timely notice to the Superintendent or his/her designee, will then be assigned to a teaching position for which he/she is qualified provided that there is a teaching position available which is filled by a person with less seniority. A teacher who fails to notify the Superintendent or his/her designee at least 30 days prior to the expiration of his/her leave shall have his/her leave extended to the end of the school year. He/she will be returned to a teaching position as provided for in subparagraphs A and B above.
- D. Teachers shall not have the right to return from a leave prior to the expiration date of their leave. However, should a teacher on leave desire to ask to return prior to completion of the leave, that teacher may submit such a request, in writing, to the Superintendent or his/her designee at least 30 days prior to the date he/she would like to return. The Superintendent or his/her designee will honor the request by placing the teacher in any available teaching vacancy for which he/she is qualified. Should there be no such vacancy, then the teacher's leave will continue until such a vacancy occurs or until the leave expires, whichever comes first.
- E. A teacher who is on unpaid leave and who requests to return to teaching and who refuses to accept a teaching assignment for which he/she

is qualified shall be considered as having resigned from the Avondale School District provided the proposed assignment does not change the work hours the teacher had prior to being placed on the unpaid leave unless the teacher requests or agrees to the change. All future obligations of the Avondale School District to the employee on leave shall cease as of the date of the beginning of the proposed teaching assignment.

- F. A teacher who has been on unpaid medical leave from the District, and whether drawing salary benefits or not, under the provisions of Long Term Disability, and who requests to return to work during the school year and following satisfactory recovery from said disability, will be assigned to a teaching position for which he/she is qualified. It shall be the right of the Superintendent or designee to assign this teacher to the position that is least disruptive to the District. Such assignment could be to a position as a permanent substitute teacher.
- G. Seniority and qualifications are defined in Article 20.

ARTICLE 23 - SABBATICAL LEAVE

Section 23.1

Sabbatical leaves of absence may be granted to members of the professional staff (covered by this Contract) upon the recommendation of the Superintendent and subject to the approval of the Board of Education, when the granting of such leave will have a beneficial effect upon the professional competence of the staff member and the general welfare of the school district. This policy shall be interpreted in accordance with the statutory provisions of Michigan School Law (Sec. 572, School Code of 1955, M.S.A. 15.3572). Any amendments thereto shall be considered a part of this policy.

Professional employees may apply for sabbatical leave if qualified as follows:

- A. Applicant must hold a life, permanent, or continuing certificate.
- B. Applicant must have seven (7) consecutive years of satisfactory service as a full time employee in the district.
- C. A sabbatical leave may be granted for a period of not less than one (1) or more than two (2) full consecutive semesters.
- D. As a condition to receiving a final approval for a sabbatical leave, the applicant shall file with the Secretary of the Board of Education a written agreement stipulating that he/she will remain employed full time in the District for a period of not less than two (2) years following the leave expiration. However, the District may waive this requirement upon the recommendation of the Superintendent, if the teacher returning from leave so requests.

Section 23.2

This policy is provided in order to make available to employees the time necessary to further themselves to the ultimate benefit of the school district. This improvement is generally achieved through formal study, although in special cases may be expanded to include research, writing, and travel.

Section 23.3

The following additional conditions shall prevail with reference to applications for sabbatical leave:

- A. Approval of a sabbatical leave by the Board of Education shall be contingent upon securing the services of a suitable replacement.
- B. The District reserves the right to reject for any reason any request for leave as defined by this Agreement.
- C. One member from the professional staff shall be the maximum number allowed on sabbatical leave at any one time.

Section 23.4

Requirements and status while on sabbatical leave are defined as follows:

- A. The compensation for the staff member on sabbatical leave is equal to fifty percent (50%) of his/her normal salary during leave period.
- B. Payment of wages to an individual on sabbatical leave will follow the regular salary schedule regarding pay days.
- C. A teacher who is on Step 7 or the BA + 15 salary track, and who is granted a sabbatical leave for the following school year will be moved to Step 8, BA + 15 salary track, during that year he/she is on sabbatical leave. Upon returning from sabbatical leave the teacher will be moved up one half (1/2) step on the salary schedule and on the appropriate track. For instance:
 1. Teacher is on Step 7 of the BA + 15 salary track (during the year immediately prior to sabbatical leave).
 2. Teacher is on Step 8, BA + 15 salary track while on sabbatical leave.
 3. Upon return the teacher will be placed on Step 8 1/2 of the appropriate salary track (BA + 15, BA + 25, MA, MA + 15, MA + 30).
- D. An employee who is absent on sabbatical leave for academic study shall be required to furnish evidence of satisfactory progress in his/her academic study. Specific details of this requirement shall be arranged

at the time of the approval of the sabbatical request. Any employee on sabbatical leave who fails to meet the agreed upon requirements in his/her application for said sabbatical leave shall forfeit all rights to continued leave unless specifically permitted to continue by the District.

Section 23.5

Status upon returning from sabbatical leave:

- A. Returning employees shall be returned to their former positions, or comparable or better positions, providing that the employee has fulfilled his/her part of this agreement and remains eligible for such placement as determined by existing policies.
- B. Returning employees who shall not complete a minimum of two (2) years of service following his/her return (except under extenuating circumstances) will automatically become indebted to the district for the proportional share of all wages received during the period of absence. This indebtedness is to be discharged within a period of two (2) years. This provision is to be included in the agreement and signed by the applicant before approval can be given.
- C. A teacher on sabbatical will retain his/her accumulated sick days.

Section 23.6

Application for sabbatical leave must be filed on or before February 15th for a leave beginning the first semester and October 15th for a leave beginning the second semester. The District will grant or deny in writing the request for sabbatical leave by March 15th for a leave beginning the first semester and by November 15th for a leave beginning the second semester. In either case the applicant has thirty (30) days from these dates to accept the sabbatical leave.

Section 23.7

The Avondale School District agrees to pay the cost of hospitalization and medical insurance the teacher on sabbatical leave is entitled to. The teacher on sabbatical leave may participate in any other insurance benefits he/she would be entitled to and is qualified for (under the terms of the carrier) provided the teacher pays for these insurance benefits.

ARTICLE 24 - INSURANCE PROTECTION

Section 24.1 - Group Life Insurance

The District shall provide without cost to the teacher group life insurance protection in the amount of forty thousand dollars (\$40,000.00) per full-time teacher.

This insurance shall also pay an additional amount equal to the original value of the policy in the event of accidental death, and it shall also pay for accidental dismemberment. Accidental death and dismemberment shall be defined by the insurance carrier in the latter's master contract with the school District.

The group life insurance shall begin when the employee (teacher) has: (1) properly completed the necessary forms and, (2) actually begins employment. Such insurance shall terminate when the teacher terminates employment.

For less than full-time teachers, see Article 37, Shared-Time/Part-Time Teaching.

Section 24.2 - Health Care Insurance

- A. 1) The District shall make full payment for family coverage for the teacher who is married and who has dependent children.
 - 2) The District shall make full payment for coverage for the single teacher and his/her dependent children.
 - 3) The District shall make full payment for two (2) person coverage to the teacher who is married but has no dependent children.
 - 4) The District shall make full payment for one person coverage to all other eligible teachers.
 - 5) The District will not duplicate hospitalization insurance to any teacher who has hospitalization coverage under another policy.
- B. The coverage shall include Comprehensive Hospitalization MVF 2 with ward privileges with riders D45 NM, CC, OPC, ML, FAE-RC, RPS, PCES-1 and PCES-2, XF-EF exact fill DC, SD, COB-3, SAT-II, SOT-PE, (GLE-1), Predetermination, PD exact fill \$2.00 co-pay, PD-MAC, Master Medical Option II, and MMC-PD.
- C. For less than full-time teachers, see Article 37, Shared-Time/Part-Time Teaching.
- D. The District shall not be responsible for solicitation of teachers for this insurance but shall have application forms and the necessary

information available for the teachers.

- E. Teachers at their own cost may, through payroll deduction, arrange to have additional coverage for themselves, provided it is available through Blue Cross/Blue Shield, and for other members of this family if the coverage for these other member(s) is not included in the above.
- F. Michigan Hospital Service and Michigan Medical Service (Blue Cross/Blue Shield) shall not be a party to this agreement and coverages and rates are hereby limited to the availability of such coverages and rates as provided by Blue Cross/Blue Shield.
- G. Each teacher eligible for hospitalization insurance as delineated in 24.2 A and B above may, at the option of the teacher, elect either MESSA Super Med 1 or 2. Any cost above what the District would pay for Blue Cross/Blue Shield coverage for a teacher who elects MESSA coverage shall be paid by the teacher who elects the MESSA coverage.

Section 24.3 - Long Term Disability Insurance

- A. An eligible teacher who is unable to work due to mental or physical disability may go on LTD after 180 calendar days of disability. The LTD benefit shall be 66 2/3 percent of the teacher's gross salary at the time of the last day worked. The 66 2/3 percent LTD benefit is reduced by other forms of income available to the teacher for which the District has helped pay. These "offsets" include social security, retirement, and worker's compensation. The intent of the plan is to assure the teacher a source of income from various sources equal to the 66 2/3 percent benefit. However, the amount of offset for Social Security benefits, once determined, shall not be increased by any future increase in Social Security benefits. The LTD benefit shall continue until the teacher returns to work, death, or to age 70. Eligibility for benefits from age 66 through 70 may be reduced in accord with federal rules governing LTD.
- B. See Article 21 for interim salary continuation provisions.
- C. The qualifying period of disability shall not exceed one hundred eighty (180) days.
- D. It is expressly understood by the Association and by the District that this LTD plan is subject to the rules and policies of the underwriter.
- E. The underwriter of this LTD plan shall not be a party to this agreement and coverages and rates are hereby limited to the availability of such coverages and rates as provided by the underwriter of this LTD plan.
- F. The District shall select the underwriter of LTD.
- G. The teacher may return to work when he/she is certified by an appointed team of qualified physicians.

Section 24.4 - Dental Coverage

Beginning July 1, 1991, the sixty thousand five hundred dollar (\$60,500.00) Dental Fund amount will be increased by three hundred dollars (\$300.00) for each bargaining unit member in excess of one hundred forty (140) employed on the first work day of the last semester of each school year. On July 1, 1991, July 1, 1992 and July 1, 1993, the amount of the fund will be increased by the inflation rate used to compute allowable millage rates (Headlee Amendment) for the 1991/92, 1992/93, and 1993/94 fiscal years, rounded to the nearest one hundred dollars (\$100.00).

- A. Teachers wishing to participate in this program will pick up dental forms available in the buildings prior to examination and/or treatment. Actual dental service must be rendered during the period which runs July 1 to June 30 for reimbursement. Forms must be turned in prior to July 10. Dental claims turned in after July 10 will be paid on the next yearly pay period.
- B. Any teacher who is entitled to dental coverage under this article and who has similar coverage under other dental plans, shall be reimbursed (on a prorated basis if necessary) up to that amount not covered under the other dental plan.
- C. Coverage under this article is limited to husband, wife, and dependent children living at home and/or claimed on federal tax return.
- D. The first seventy-five dollars (\$75) of eligible dental expense incurred for each covered individual (see C above) during the period of July 1 - June 30 shall be reimbursed to the employee as soon as practicable. All other dental expenses in excess of seventy-five dollars (\$75) incurred during the period shall be reimbursed on a pro-rata basis if necessary during the following August. Any money not expended during a given year will be added to the funds available for the following year.
- E. A committee of four (4) professional staff members - two (2) teachers appointed by the Avondale Education Association President and two (2) administrators appointed by the Superintendent will resolve any disputes resulting from participation in or the administration of this article. The decision(s) and/or action(s) of this committee are not grievable.

Section 24.5 - Vision Coverage

The District will provide MESSA Vision Plan, full family, VSP-3. The claim form will be available at the Business Office.

Section 24.6 - Option to Health Insurance

A. BENEFIT

Full time teachers who are members of the AEA bargaining unit may apply for the following benefit in lieu of Health Care Insurance as provided by the District:

1. Seventy-two dollars (\$72) per month for ten (10) months, September through June, will be paid to a TSA Account selected by the employee, with a company that is a District approved carrier. The benefit shall be paid monthly.
2. This choice is in lieu of Health Care Insurance, as described in Article 24, Section 24.2, of the negotiated Master Agreement between the Avondale Education Association and the Avondale School District. this alternative benefit is not reportable compensation to the Michigan Public School Employees Retirement System.

B. Rules

1. Teachers who work full-time, but less than a full year will have the amount offered pro-rated to reflect the number of months worked. To receive credit for a month the employee must be on the payroll on the tenth of the month.
2. The teachers may select the alternative benefit during the first ten (10) days of any month during the school year (September - June), and receive the benefit for that month.
3. In order to receive this TSA benefit, the teacher must show proof of Health Care Insurance from another source.

Section 24.7

The District shall make available to all teachers payroll deduction for a teacher's voluntary participation in a Section 125 salary reduction agreement. The salary reduction agreement shall be the Rainbow Plan, Flexible Compensation Trust provided by Pension and Group Service, Inc. The plan shall take effect January 1, 1992. The annual open enrollment period shall be between October 1, through October 31, each year.

ARTICLE 25 - TAX SHELTERED ANNUITIES

Section 25.1

The District will purchase for any teacher, upon written request and signed authorization from the teacher, a tax-sheltered annuity within the limits provided by law. The annuity shall be paid for entirely by the teacher by means of regular payroll deductions. The District will transmit the money so deducted to the appropriate carrier within five (5) days of the pay dates. Any new carrier must be approved by the District. Any Tax Sheltered Annuity program available to other Avondale employee groups will be available to teachers.

ARTICLE 26 - GRIEVANCE PROCEDURE

Section 26.1

- A. A grievance is a claim based upon an event or condition caused by an alleged misinterpretation or an alleged inequitable application of the terms of this Agreement.
- B. A "party of interest" is the Association, the person or group of persons making the claim, and the Superintendent or designee or the Board of Education, depending upon the level reached in processing the grievance.
- C. The term "days" shall be interpreted as meaning working school days unless otherwise stipulated.

Section 26.2

The primary purpose of the procedures set forth in this section is to secure, at the lowest level possible, equitable solutions to the stated grievance. Nothing contained herein shall be construed as limiting the right of any teacher having filed a grievance to discuss the matter informally with members of the administration, providing any adjustment resulting from said informal discussion is not inconsistent with the terms of this Agreement and that the Association is so notified by the administration of all meetings and all adjustments.

Section 26.3

- A. There shall be at least one Association Representative for each school building.
- B. The Association shall establish a Grievance Committee.
- C. The Building Principal is designated as the administrative representative for Level One procedure.
- D. The Personnel Manager is designated as the administrative representative for Level Two procedure.
- E. A committee selected by the Superintendent or designee is designated as the administrative representative for the Level Three procedure.
- F. A grievance must be filed within twenty-one (21) days after its occurrence. This time limit does not apply to a grievance based upon a claim of an inaccurate payment for teaching or extracurricular activities. The time limit will apply in the case of alleged inaccurate payment from the date the payment for such service is received by the teacher so affected.

Section 26.4

- A. Level One: The teacher wishing to file a grievance shall first discuss the matter with his/her Association Representative. If the Association Representative concurs that a grievance exists, the grievance shall be written. The grievance, having been put in writing, shall be delivered to the Building Principal who shall schedule a Level One meeting to be held within five (5) days of receipt of said grievance. Participants in this meeting may include the Principal, the grievant, and his/her Association Representative. The Principal shall make his/her decision known in writing to the grievant, Grievance Committee, and the Personnel Manager within five (5) days of the Level One meeting.
- B. Level Two: In the event a solution to the grievance has not been satisfactorily achieved at Level One, the grievant or the Grievance Committee shall forward the grievance, within five (5) days of receipt of the Level One decision, to the Personnel Manager at Level Two. The Personnel Manager shall schedule a Level Two meeting within five (5) days of receipt of the grievance from Level One. Participants in this meeting may include the Personnel Manager and other administrators, and a committee appointed by the Association. The District or the Association may also request the presence of the individual grievant at Level Two. The Personnel Manager shall make his/her decision known in writing to the grievant and the Grievance Committee within five (5) days of the Level Two meeting.
- C. Level Three: In the event the aggrieved person or the Grievance Committee is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) days from the date of the Level Two meeting by the Personnel Manager, the grievant or the Grievance Committee may appeal the Level Two decision within five (5) days of the due date of the answer, to the Superintendent or designee who shall schedule a Level Three meeting within five (5) days of receipt of the grievance from Level Two. The District and the Association may request the presence of the individual grievant at Level Three. Both the Superintendent or designee and the Association may supplement their respective committees. The Superintendent shall make his/her decision known in writing to the Association Grievance Committee and the grievant within five (5) days.
- D. Level Four:
1. This Level Four arbitration procedure is meant to be used for deciding disputes between the parties in the specific application of interpretation of items covered in this contract. Grievances dealing with any other subjects may not be submitted to arbitration.
 2. Either the Association or the District may request arbitration of an unsettled grievance as defined above after Level Three. Such request will be made by submitting to the other party a written

statement detailing the dispute at issue.

3. The rights of either party to demand arbitration over an unadjusted grievance is limited to a period of ten (10) days from the date of notification to the Avondale Uniserv Office regarding the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration.
4. The parties will attempt to select an arbitrator by mutual agreement. If the parties are unable to agree on an arbitrator within ten (10) days after receipt of notice requesting arbitration, the arbitrator shall be selected by the American Arbitration Association in accord with its rules.
5. The rules of the American Arbitration Association shall control the arbitration process.
6. It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violations of specific articles and sections of this Agreement.
 - a. He/she shall have no power to add to, subtract from, alter, or modify any terms of this Agreement.
 - b. He/she shall have no power to establish salary schedules but may place a teacher on the correct step of the salary schedules.
 - c. He/she shall rule only on the alleged misinterpretation of inequitable application of the terms of this Agreement.
 - d. Unless the arbitrator finds that a practice, policy, or rule of the District is in violation of this Agreement, he/she shall have no power to change any practice, policy, or rule of the District, not to substitute his/her judgments for that of the District as to the reasonableness of any such practice, policy, rule, or any action taken by the District outside of the terms of this Agreement. His/her power shall be limited to deciding whether the District has violated the express articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the District from outside this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the District.
 - e. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - f. There shall be no appeal from an arbitrator's decision. It

shall be binding on the Association, its members, the employee or employees involved, and the District.

- g. The expenses of the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the parties incurring them and neither party shall be responsible for the expense of witnesses called by the other. Association members shall be provided release time to participate in arbitration.
- h. Any grievance occurring during a period between the termination date of this Agreement and the effective date of the new Agreement shall not be processed. Any grievance which occurs prior to the effective date of this Agreement shall not be processed. Any grievance filed while this Agreement is in effect shall be processed to conclusion.

Section 26.5

- A. There shall be no reprisals by either party taken against any party of interest by reason or participation in a grievance procedure.
- B. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- C. Rights to Representation: the grievant may be represented at all meetings, hearings, steps, and stages of the grievance by another teacher. However, no teacher may be represented by an officer, an agent, or other representative of any organization other than the United Profession. The Association shall have the right to be present and to state its views at all stages of grievance proceedings and may have members of the United Profession present for advice and counsel.
- D. A grievance may be withdrawn at any level without prejudice. If the grievance was filed as an individual grievance, the Association Grievance Committee may refile the same grievance, naming the Association as the grievant on behalf of all teaching personnel provided other teachers are personally affected by that alleged grievance.
- E. When time limits have been exceeded, by either party at any level, then the grievance is considered resolved in favor of the last party who reacted within the specified time limits.
- F. All information to be presented and used in the processing of a grievance shall be made available by both sides to the District and the Association.
- G. Grievances will be processed outside of regular class time unless the parties agree otherwise.

- H. When agreement is reached at Levels One, Two, Three, and Four, the agreement shall be written and both parties shall sign.

ARTICLE 27 - MANAGEMENT RIGHTS

Section 27.1

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 executive management and administrative control of the school system and its properties and facilities, and the professional supervision and evaluation of its teachers;
- B. To hire all teachers and, subject to the provisions of law and this Agreement, to determine their qualification and the conditions for their continued employment, or their dismissal or demotion, and to assign, promote, and transfer all such teachers;
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, as deemed necessary and/or advisable by the District;
- D. To decide upon the means of supplying and to approve the selection of textbooks, and other teaching materials, and the use of teaching aids of every kind and nature;
- E. To determine, in cooperation with the professional staff, the class schedules, the hours of instruction, the duties and responsibilities of teachers, and the terms and conditions of employment which are not specifically covered in this Agreement.
- F. The District will continue to seek input from appropriate professional staff in curriculum matters, when exercising its rights and decision making processes. However, it is expressly understood by the District and Association that all final decisions shall be the exclusive right of the District.

Section 27.2

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such 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 and orders of courts of competent jurisdiction.

ARTICLE 28 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 28.1

The Association shall have thirty (30) work days annually, with the option for the Association to purchase at substitute rates an additional ten (10) days annually. Teachers absent for Association business will not lose salary or leave days. These days will be used for Association business. Association business does not include picketing in any other school district during the normal work day. Procedure for the use of these Association days shall be the same as that required for use of personal business days, except in an emergency situation, the twenty-four (24) hours notice requirement shall not apply.

Section 28.2

The Association shall be given permission to use rooms and equipment in school buildings for meetings. However, the District makes no guarantee that such buildings and equipment or rooms will be available. Written notice or request for use must be sent to the office of the Building Principal twenty-four (24) hours before intended use. Forms will be provided in each building for this purpose. In case of an emergency situation where a twenty-four (24) hours is not possible, a verbal request and approval may be given providing the Association furnishes the Building Principal a written statement of use within twenty-four (24) hours after the meeting. Any expense incurred by the District, such as extra employment of custodians, care, set up, or clean up, shall be borne by the Association.

Section 28.3

Association business shall not be conducted by a teacher during his/her instructional time.

Section 28.4

The inter-school mail service and the teachers' school mail boxes shall be allowed use thereof by the Association, provided that:

- A. General communications shall be labeled or signed by the sending party.
- B. General communication shall be made available immediately to the Superintendent or designee and the Principals of the buildings in which they are distributed.
- C. Private communications between professional educators may be sealed.

Section 28.5

The District shall make available to the Association (upon written request) one copy of records of public information relevant to negotiations or necessary for equitable enforcement of the terms of this Agreement. This information will be supplied within five (5) calendar days of the date of receipt of the request. The cost of providing additional copies of information previously supplied shall be paid by the requesting party. If the Association possesses any information legally deemed to be public in nature then the Association will supply it to the District under the same conditions.

Section 28.6

The AEA's Executive Director or designee has access to Association members during the normal school day. The initial contact in any school building shall be with the school office (Principal, Assistant Principal, administrator, or secretary).

Section 28.7

The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline, or violations of the Master Agreement by a teacher reflect adversely upon the teaching profession and creates undesirable conditions in the school system. Alleged breaches of discipline, as herein contained, shall be promptly reported to the offending teacher and to the President of the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher. This in no way mitigates or negates the responsibility or authority of the administration.

Section 28.8

The Association agrees to continue representing all teachers equitably regardless of race, color, creed, age, or sex.

The Association also will continually renew its efforts to develop fair and consistent methods in assisting all teachers.

Section 28.9

The District agrees: if the President of the AEA is a high school teacher, he/she shall be provided two (2) hours per day release time for Association business in addition to his/her conference period. If the President is a middle school teacher he/she shall be given three (3) release periods in addition to his/her conference period. If the President is an elementary teacher, he/she will be released a half day per day.

Section 28.10

A secondary President shall have his/her daily planning period and Association business period(s) scheduled consecutively at the end of the day.

Section 28.11

The President may leave the building on his/her planning periods upon notice to the Building Principal. He/she may also leave the building on his/her Association time.

Section 28.12

It is understood that release time for any Association member is at no cost to the Association or the member.

ARTICLE 29 - TEACHER RIGHTS

Section 29.1

Pursuant to act 379 of the Public Acts of 1965, as amended, the District hereby agrees that every teacher shall have the right to freely organize, join, and support the Association for the purpose of engaging in professional negotiation and other activities designed for mutual aid and protection.

Section 29.2

- A. The District agrees not to discriminate against any teacher with respect to hours, wages, or any terms and/or conditions of employment by reason of his/her membership in a teacher's organization or his/her participation in any lawful activities of a teacher's organization in collective professional negotiations with the District, or his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms conditions of employment.
- B. Equal Treatment. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, handicap, color or national origin, age, sex, or marital status or membership in or association with the activities of any employee organization. The District and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, handicap, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- C. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such

teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the District unless it affects performance as an educator.

Section 29.3

A teacher may send to the office and/or temporarily exclude for a class/subject period a student or students who disrupt the orderly process of the classroom.

Section 29.4

Corporal punishment must be utilized only under the guidelines of applicable state law and Board policy (#5630).

When a complaint about a teacher is made by a parent or student, the building administrator shall notify the teacher as soon as possible, unless directed otherwise by Protective Services or the Police. It is the responsibility of the building administrator to investigate the allegations in accordance with the provisions of child protection laws.

Section 29.5

Teachers will not be required to use classroom time to supervise, collect money from, or instruct students in community sales programs of commercial products. This will not prevent an individual teacher from voluntarily sponsoring a sales program for the benefit of a particular school function.

Section 29.6

A procedure for close out shall be established and made known to the teachers at least one (1) week before the last student day. Teachers shall be provided all forms, files, materials, and other items necessary to complete close out procedures at least one (1) week before the last student day. There shall be no staff meetings the last work day. Teachers shall not be required to remain after their work is completed.

Section 29.7

The Association will have involvement in the development of any effective schools program, school improvement plan, or site based decisionmaking plan that involves or impacts members of the AEA.

ARTICLE 30 - TEACHER RESPONSIBILITIES

Section 30.1

Teachers' bulletin boards shall be placed in each building's teacher lounge for the use of the Association and Administration. Association bulletins shall be placed on teachers' bulletin boards only.

Section 30.2

Up-to-date evidence showing that school employees are free from tuberculosis is required to be on file in the Personnel Office. The evidence (Freedom from TB card) is valid for three (3) years. Employees will furnish the Personnel Office with the evidence (card) within two (2) weeks of a timely request by the Personnel Office.

TB skin tests will be provided free to all employees and will be scheduled within the District every three (3) years.

Section 30.3

While community issues may be discussed appropriately during class time, the Association and the District will attempt to prevent the involvement of students in possible Association and District controversies.

Section 30.4

Teachers shall be responsible for the maintenance and completion of school records related to their assigned pupils as may be required by the District.

Section 30.5

If an open house program is scheduled for a building, teachers will attend the program unless excused by the Principal. Attendance at college level class is an excused absence.

The teachers, with their Building Principal, shall develop and approve the program.

ARTICLE 31 - RETIREMENT POLICY

Section 31.1

Any actively employed teacher with the equivalent of at least ten (10) full years of teaching service in Avondale, who qualifies for retirement benefits under the Michigan Public School Employees Retirement Fund (MPSERF), and who does retire under the MPSERF plan shall be eligible for the following severance benefits in accordance with the conditions stated in this Article:

First ten (10) years of Avondale teaching service eleven thousand dollars (\$11,000) in 1991/92; eleven thousand five hundred dollars (\$11,500.00) for 1992/93; and twelve thousand dollars (\$12,000) in 1993/94;

Six hundred dollars (\$600.00) per year for the next ten (10) years of Avondale teaching service;

Three hundred fifty dollars (\$350.00) per year for the next ten (10)

years of Avondale teaching service.

Section 31.2

Application for retirement benefits shall be submitted to the Superintendent or designee ninety (90) calendar days before the beginning of the first semester of retirement.

Section 31.3

A teacher who retires must have the equivalent of ten (10) full years of teaching service in Avondale in order to qualify for benefits under this Article. A year's service shall be defined according to the rules and regulations of MPSERS.

Section 31.4

Payments under this Article shall be due and payable to the retiree in one payment. No payment will be made to the retiree's estate.

Retirements at end of the first semester:

Payment of the severance benefit will be made between July 1 and July 15 of the first year in which MPSERF benefits are first received.

Retirements at the end of the second semester:

Payment of the severance benefit will be made between January 2 and January 15 of the first (1st) year following the year in which MPSERF benefits are first received.

Inasmuch as no direct payment will be due to the estate of the retiree, by the District, the District shall provide life insurance in an amount at least equal to the benefit remaining unpaid at the time of retiree's demise. Payable to the retiree's beneficiary.

ARTICLE 32 - MISCELLANEOUS PROVISIONS

Section 32.1

This Agreement shall supersede any rules, regulations, or practices of the District which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the District.

Section 32.2

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

Section 32.3

The Building Principal shall distribute an activities calendar on Thursday for the following week listing activities which alter the teachers' assigned teaching responsibilities. If there should be no school on Friday, said calendar shall be issued two (2) days before the close of school for that week. In the event a scheduled special activity is canceled, all teachers shall be notified as soon as possible. Teachers shall be notified at least one (1) day in advance when a special activity is rescheduled. Nothing contained herein shall prevent the Building Principal from calling a meeting during the school day or immediately after the close of classes in the event of an emergency.

Section 32.4

An up-to-date Agreement shall be distributed by the Superintendent or designee to all professional staff not later than thirty (30) days after ratification or at the beginning of a teacher's employment at a subsequent date. Each Principal will issue a building policy handbook to each teacher at the beginning of the school year or when the teacher begins employment.

ARTICLE 33 - CONTINUITY OF OPERATIONS

Section 33.1

Nothing in this agreement will require the District to keep schools open in the event of an act of God or during inclement weather as determined by the Superintendent or his/her designee.

Section 33.2

If the District, through the Superintendent, determines that schools due to inclement weather or other emergencies, are to be closed, then teachers will not be expected to report to their assignments or to a designated location.

If schools are closed early due to inclement weather or other emergencies, teachers shall be free to leave immediately after students are dismissed.

Section 33.3

In the event of inclement weather, the professional staff is instructed to listen to WPON or WJR from 6:00 a.m. on for possible announcements of school closings.

Section 33.4

In the event instructional days have been cancelled due to conditions not within control of the District, then instructional days shall be rescheduled to comply with rules and regulations as specified by the State Department of Education. Should the District be required to make up canceled days, additional instructional days will be added to the school calendar as half (1/2) days for students and full days for teachers. Instructional days that are made up shall be without any additional compensation to the teachers.

ARTICLE 34 - NEGOTIATION PROCEDURES

Section 34.1

Negotiations for a new contract will begin no later than May 15, 1994.

Section 34.2

It is recognized that no final agreement between the parties may be executed without ratification by the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make a proposal, consider proposals, and make concessions in the course of negotiations subject only to such ultimate ratification and will support the tentative agreement reached at the bargaining table during respective ratification meetings.

Section 34.3

If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State of Michigan Department of Labor Employees' Relations Commission.

ARTICLE 35 - NO STRIKE CLAUSE

Section 35.1

The Association agrees that during the term of this Agreement, they will not engage in or encourage strikes, the stoppage of work, sanctions, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment of Avondale teachers for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, and/or obligations of employment. A strike shall be defined so as to include slowdowns, boycotts, picketing, work stoppage of any kind, including "mass" sickness, sanctions, and other connected or concerted activities having the effect of interrupting or interfering with the normal school day for Avondale students and/ or Avondale teachers, or other Avondale school employees.

Section 35.2

The Association will not support the action of any Avondale teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against an Avondale teacher who continues or attempts to continue in full, faithful and proper performance of his/her contractual duties, or who refuses to participate in any of the activities prohibited by this Article.

Section 35.3

In the event of any violation of this Article, the Association will exert every reasonable effort to cause the Avondale teaching staff to promptly cease such action.

Section 35.4

The District will not refuse any teacher the right to enter his/her regularly assigned classroom and to perform his/her regularly assigned duties or will not withhold pay once said duties are performed provided the Avondale staff is not striking or engaged in any strike activity as defined above and provided his/her students are not absent as a result of striking Avondale teachers.

ARTICLE 36 - LAYOFF-RECALL

Section 36.1

In the event the District must reduce the number of certified staff in its employ due to the lack of available operational funds or due to a reduction in

student enrollment, the District shall be empowered to layoff any number of teachers necessary or to reduce the daily assignment of a teacher(s).

Layoff means involuntary removal from the payroll with no employment rights other than retention of seniority status and recall rights as noted below. Involuntary reduction to less than full time pay will also be considered a layoff and will be handled under the procedures of this Article.

Section 36.2

- A. Layoffs to be effective at the beginning of a semester shall be made by July 22nd in the case of the first semester or by December 15th in the case of the second semester. There shall be no layoffs that would be effective at any time other than the beginning of a semester.
- B. Second semester layoffs could be caused by more senior teachers returning from leaves of absence, from teachers returning from shared time, or from teachers returning from reverse layoffs.
- C. This section shall not be used to prevent the layoff of teachers at the second semester where there is an unbudgeted adverse economic development for the District.
- D. Teachers laid off at the second semester shall have their health insurance continued by the District for six (6) months after the layoffs.
- E. The notice of layoff shall be sent to the affected teacher by registered mail or it shall be hand delivered within the time limits.

Section 36.3

In terminating teachers due to a necessary reduction in staff, as determined by the District, the District agrees to utilize the following procedures:

- A. The District agrees that it will terminate substitute teachers first, then probationary teachers, in reverse order of seniority (i.e., least seniority laid off first), provided there are qualified tenured teachers available to replace the substitute and probationary teachers being released.
- B. In the event it becomes necessary to reduce tenured staff, the District agrees to utilize the following in determining which tenured teachers will be so affected:
 - 1. The ranking on the seniority list as determined by Section 20.7, and provided at least annually on or about November 1 of each year, shall determine the order of layoff. That is, the teacher with the least seniority shall be laid off first.
 - 2. There shall be no deviation from least seniority layoff except when the more senior teacher is not qualified for the position.

Section 36.4

Prior to official action being taken by the District and before delivering the termination notices to the teachers who are being terminated, the District will notify the Association of such contemplated action at least ten (10) working days in advance. Such notification will include a list of the teachers so affected.

Section 36.5

If it is possible to recall laid off teachers, or restore a full assignment to a teacher who has had his/her teaching assignment reduced, the District will utilize the following factors in determining which teachers will be called back first: those items listed in Section 36.3, B1. The re-employed teacher shall retain his/her position on the salary schedule and shall have all seniority rights restored. When there is no terminated teacher or teachers on leave who has the necessary qualifications as listed in B-1 for an identified teaching vacancy, the District will employ an outside candidate.

Section 36.6

A teacher so laid off shall retain recall rights indefinitely unless they resign.

Section 36.7

Involuntary assignments or transfers of non-released teachers which are necessary to facilitate the re-employment of laid off teachers shall be made.

Section 36.8

Teachers affected by involuntary transfers shall be notified in writing August 7th for the first semester and January 7th for the second semester.

Section 36.9

Any teacher whose daily assignment has been reduced to less than full time may bump into any class assignment for which he/she is qualified if he/she has more seniority than the person who has that class assignment.

Section 36.10

Reverse Layoff. If the District is going to lay off teachers pursuant to this Article, teachers with the greatest seniority and comparable teaching assignments will be given the option of taking a selective layoff before involuntary layoffs take effect.

The request for reverse layoff shall be sent to the Superintendent prior to July 15. Requests sent after July 15 shall be treated on an individual basis.

In the event that a sufficient number of selective layoffs are not generated,

the above involuntary layoff procedure shall be applicable. Teachers on selective layoff shall retain all layoff rights.

ARTICLE 37 - SHARED-TIME/PART TIME TEACHING

Section 37.1 - Definition

Shared-time teaching shall be defined as one of the following:

- A. Teaching one semester during the school year, either first semester or second semester, at the request of the teacher with approval by the Superintendent or when scheduled by the Superintendent.
- B. Teaching each day, but less than a full day. In elementary, this would be teaching either A.M. or P.M. while in secondary it would mean having less than five (5) assigned instructional hours per day, or less than six (6) assigned instructional hours per day at the Middle School. It would be at the request of the teacher with approval by the Superintendent or when scheduled by the Superintendent.
- C. Teaching less than five (5) days per week at the request of the teacher with the approval by the Superintendent or when scheduled by the Superintendent.

Section 37.2

Each teacher participating in shared teaching would be granted a full year of seniority for the school year.

Section 37.3

Salary of shared time teachers would be prorated, i.e.: three (3) days per week would mean 60% salary; A.M. or P.M. teaching (1/2 day) would mean 50% of full salary. Salary may be spread over the school year (21 pays) or the calendar year (26 pays) for those teachers teaching each day but less than full time, or less than five (5) days per week but the full year. Teachers teaching first semester only may have their salary paid the first semester (approximately ten (10) pays), the school year (twenty-one (21) pays), or the calendar year (twenty-six (26) pays). Salary would not begin for those teachers teaching the second semester until employment begins, then second semester teachers may have their pay spread for the balance of the second semester or through the summer.

Section 37.4

Part-time teachers who teach half-time or more shall have the same LTD, vision, dental, and life insurance coverage as full-time teachers. This coverage shall be paid by the District. However, the cost of health insurance shall be prorated: i.e., if a teacher is teaching half-time, the District will pay 50% of the premium amount paid for a full-time teacher, for the coverage selected (single, two person, full family). If a teacher is teaching

coverage selected (single, two person, full family). If a teacher is teaching a 3/5 schedule, the District will pay 3/5 (60%) of the premium amount paid for a full-time teacher for the coverage selected. It shall be the responsibility of the employee to pay the difference in premium amount between what the District pays and the total monthly premium due. A part-time teacher with less than a half-time schedule shall have no insurance premiums paid by the District, except for LTD.

Section 37.5

Teachers requesting shared teaching shall notify the Superintendent in writing by June 30 for shared teaching for the first semester or the full year, and by December 1, for the second semester. Requests that do not comply with the dates above shall be treated on an individual basis.

Section 37.6

The Superintendent reserves the right to assign shared time teachers as provided for in Article 20 of the Agreement currently in effect between the District and the Association.

Section 37.7

Teachers who are on any of the Shared-Time/Part-Time arrangements and who wish to return to full-time status or make any change in their Shared-Time/Part-Time arrangement shall notify the Superintendent in a timely manner. This timely notification shall be defined as by June 30 for the first semester or full year or by December 1 for the second semester. Failure to timely notify the Superintendent of a desired change or termination of the Shared-Time/Part-Time shall cause the Shared-Time/Part-Time to continue for the subsequent school year. A teacher who timely requests to return to full-time status shall be returned to full-time status if his/her seniority is sufficient to do so. Returning to full time status may necessitate the implementation of the bumping procedure as per Article 36.

Section 37.8

Fringe benefits delineated in this Article are subject to the terms and approval of the providers (carrier).

Section 37.9

- A. Attendance at regularly scheduled faculty meetings is expected of Shared-Time/Part-Time teachers as long as the meetings are just before or after the block of teaching time. Teachers absent from meetings will be responsible for carrying out all directive or procedures discussed.
- B. Shared-Time/Part-Time teachers who request to attend a full day conference will receive no extra compensation over their regular wages.
- C. Attendance at as many as seven (7) District sponsored full day workshops

or seminars for which teachers will be paid a full day's wage is required.

ARTICLE 38 - REOPENER

Section 38.1

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the parties recognize that Articles or Sections of this Agreement may be modified or changed by addition, or deletion, only through the voluntary, mutual consent of the District and the Association by the Memorandum of Agreement which has been ratified by the Association and approved by the District agent and signed and dated (Article 40) thereby becoming an amendment to this A.agreement which is then final and binding on all employees covered by this Contract and on the District.

ARTICLE 39 - DURATION OF AGREEMENT

Section 39.1

This Agreement shall be effective as of August 26, 1991, and shall continue through August 29, 1994.

Section 39.2

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on August 29, 1994.

ARTICLE 40 - SIGNATURES

For the District:

President

John T. Waugh
John Waugh

Secretary

June K. Davis
June K. Davis

Superintendent

James Bird
James Bird

For the Association:

President

James T. Smith
James Smith

Vice President

Mary Anne Hall
Mary Anne Hall

Executive Director

Thomas P. Fette
Thomas P. Fette

Negotiating Teams:

For the District:

Monte Clute
John Petitto
James Steeby
Ann Celine Wydeven

For the Association:

James Smith
Mary Anne Hall
Marsha Moore
Michael Denihan
Mary Warczak
Thomas P. Fette

DEFINITIONS

STATE CERTIFIED/ENDORSED AND MEETING NORTH CENTRAL ASSOCIATION REQUIREMENTS:

In those instances where no certified/endorsed teacher with North Central Association requirements is available, and only to avoid an involuntary transfer, or to avoid a layoff of a more senior teacher, a teacher who is certified/endorsed for a teaching assignment at the high school, but who does not meet North Central Association requirements, shall be allowed to have the teaching assignment for up to two years while he/she obtains the necessary credit to meet the North Central Association standards.

The District shall pay one-half (1/2) the cost of tuition for the required classes providing the classes are approved by the Superintendent or designee before the teacher enrolls. Evidence of progress shall be made by the teacher upon request.

When two or more secondary teachers could be assigned to a position requiring this additional training, the teacher with the greater seniority shall be given the option of taking or rejecting the assignment.

The provisions listed above shall not be used to cause the Avondale High School to lose its North Central Association accreditation.

DAYS: working days, unless otherwise stated

WORKING DAYS: Monday through Friday, excluding holidays and break periods between the first teacher work day and the last teacher work day.

ACADEMIC: Includes all classes except physical education, vocal music, and band.

APPENDIX A

1991-92 AEA SALARY SCHEDULE

STEP	BA	BA+15	BA+25	MA	MA+15	MA+30
1	25,875	26,492	27,255	27,720	28,645	29,569
1.5	26,938	27,563	28,262	28,930	29,990	31,000
2	28,001	28,633	29,268	30,139	31,335	32,431
2.5	28,793	29,586	30,144	30,449	32,445	33,470
3	29,585	30,538	31,019	32,759	33,554	34,508
3.5	30,379	31,491	31,889	33,871	34,665	35,616
4	31,173	32,444	32,759	34,983	35,775	36,724
4.5	31,966	33,945	33,914	36,093	36,967	37,833
5	32,759	34,345	35,069	37,203	38,159	38,952
5.5	33,552	35,296	36,136	38,312	39,190	40,061
6	34,345	36,246	37,203	39,421	40,221	41,170
6.5	35,218	37,278	38,312	40,613	41,408	42,358
7	36,091	38,310	39,421	41,805	42,595	43,545
7.5	37,042	39,266	40,613	42,915	43,705	44,658
8	37,993	40,221	41,805	44,025	44,814	45,770
8.5	38,947	41,171	42,915	45,216	45,927	46,880
9	39,901	42,121	44,025	46,406	47,040	47,989
9.5	40,853	43,073	45,134	47,515	48,309	49,101
10	41,805	44,025	46,243	48,624	49,578	50,213
10.5	43,423	45,511	47,926	50,425	51,389	52,197
11	45,041	46,996	49,609	52,226	53,200	54,181

1992-93 AEA SALARY SCHEDULE

STEP	BA	BA+15	BA+25	MA	MA+15	MA+30
1	27,404	28,051	28,853	29,341	30,312	31,282
1.5	28,396	29,053	29,786	30,488	31,601	32,662
2	29,389	30,053	30,720	31,634	32,890	34,041
2.5	30,221	31,053	31,639	33,010	34,055	35,132
3	31,052	32,053	32,558	34,385	35,220	36,222
3.5	31,886	33,054	33,472	35,553	36,386	37,385
4	32,720	34,054	34,385	36,720	37,552	38,548
4.5	33,553	35,053	35,598	37,886	38,804	39,718
5	34,385	36,051	36,811	39,051	40,055	40,888
5.5	35,218	37,049	37,932	40,216	41,338	42,052
6	36,051	38,047	39,051	41,380	42,220	43,217
6.5	36,968	39,131	40,216	42,632	43,467	44,464
7	37,884	40,214	41,380	43,884	44,713	45,711
7.5	38,883	41,217	42,632	45,050	45,878	46,879
8	39,881	42,220	43,884	46,215	47,043	48,047
8.5	40,883	43,218	45,050	47,070	48,212	49,212
9	41,884	44,215	46,215	48,715	49,380	50,377
9.5	42,884	45,215	47,379	49,880	50,713	51,545
10	43,884	46,215	48,543	51,043	52,045	52,712
10.5	46,264	48,486	51,060	53,724	54,751	55,614
11	48,654	50,756	53,778	56,404	57,456	58,515

1993-94 AEA SALARY SCHEDULE

STEP	BA	BA+15	BA+25	MA	MA+15	MA+30
1	28,762	29,443	30,284	30,796	31,816	32,834
1.5	29,805	30,494	31,264	32,000	33,170	34,283
2	30,847	31,544	32,244	33,204	34,523	35,731
2.5	31,720	32,594	33,209	34,648	35,746	36,876
3	32,593	33,644	34,174	36,093	36,969	38,021
3.5	33,470	34,694	35,134	37,318	38,194	39,243
4	34,344	35,745	36,093	38,544	39,418	40,464
4.5	35,220	36,793	37,317	39,769	40,730	41,693
5	36,093	37,842	38,638	40,992	42,046	42,921
5.5	36,968	38,890	39,769	42,217	43,381	44,144
6	37,842	39,938	40,992	43,437	44,319	45,366
6.5	38,802	41,075	42,216	44,750	45,630	46,676
7	39,766	42,213	43,437	46,066	46,937	47,985
7.5	40,581	43,032	44,515	47,289	48,161	49,212
8	41,863	44,319	46,066	48,514	49,383	50,438
8.5	42,914	45,366	47,054	49,412	50,610	51,661
9	43,966	46,414	48,514	51,139	51,837	52,884
9.5	45,015	47,466	49,736	52,361	53,236	54,110
10	46,066	48,514	50,958	53,583	54,636	55,336
10.5	49,301	51,666	54,412	57,251	58,344	59,266
11	52,536	54,816	57,864	60,916	62,052	63,196

LONGEVITY PAY

Teachers shall receive longevity pay as per the following guidelines:

If a teacher falls within one of the following categories for years of service to the District, the teacher will receive a yearly payment of the amount specified.

Years 15 - 19	\$300
Years 20 - 24	\$400
Years 25 +	\$500

For purposes of making longevity payments, a year of longevity shall be the same as a full year of credit on the official District seniority list.

This one time yearly longevity payment shall be made to teachers on the first pay date in December of each school year.

APPENDIX B

1991-92 SCHOOL CALENDAR

August 26, 1991	Teachers report
August 27, 1991	Students report - 1/2 day
September 2, 1991	Labor Day - no school
November 1, 1991	End of first marking period; 1/2 day students.
November 28, 1991	Thanksgiving, no school
November 29, 1991	Thanksgiving vacation, no school
December 20, 1991	Last day of classes -- winter vacation
January 6, 1992	Classes resume
January 17, 1992	End of first semester -- 1/2 day for students.
February 17,18,19, 1992	Mid winter vacation - no school
February 20, 21, 1992	Compensation days - no school
March 27, 1992	End of third marking period -- 1/2 day for students.
April 16, 1992	Last day of classes -- spring vacation
April 17, 20-24, 1992	Spring vacation - no school
April 27, 1992	Classes resume.
May 25, 1992	Memorial Day - no school
June 8, 1992	Last day of classes - 1/2 day for students
June 9, 1992	Last day for teachers.

PARENT-TEACHER CONFERENCES
1991-92 SCHOOL YEAR

ELEMENTARY

Thursday, November 7, 1991	Afternoon and Evening
Tuesday, November 12, 1991	
Wednesday, April 8, 1992	
Tuesday, April 14, 1992	

MIDDLE SCHOOL

Thursday, October 3, 1991
Wednesday, November 6, 1991
Monday November 11, 1991
Tuesday, March 10, 1992

HIGH SCHOOL

Wednesday, October 2, 1991
Tuesday, October 8, 1991
Wednesday, November 13, 1991
Wednesday, March 11, 1992

APPENDIX B

1992-93 SCHOOL CALENDAR

August 31, 1992	Teachers report
September 1, 1992	Students report - 1/2 day
September 7, 1992	Labor Day - no school
November 26, 27, 1992	Thanksgiving vacation, no school
December 22, 1992	Last day of classes -- winter vacation
January 4, 1993	Classes resume
February 12, 1993	Last day of classes - mid-winter vacation
February 15,16,17, 1993	Mid winter vacation - no school
February 18, 19, 1993	Compensation days - no school
February 22, 1993	Classes resume
April 8, 1993	Last day of classes -- spring vacation
April 9, 12-16, 1993	Spring vacation - no school
April 19, 1993	Classes resume.
May 31, 1993	Memorial Day - no school
June 10, 1993	Last day of classes - 1/2 day for students
June 11, 1993	Last day for teachers.

PARENT-TEACHER CONFERENCES
1992-93 SCHOOL YEAR

There will be four (4) sessions scheduled of three (3) hours each.

1993-94 SCHOOL CALENDAR

August 30, 1993	Teachers report
August 31, 1993	Students report - 1/2 day
September 6, 1993	Labor Day - no school
November 25, 26, 1993	Thanksgiving, no school
December 21, 1993	Last day of classes -- winter vacation
January 3, 1994	Classes resume
February 11, 1994	Last day classes - mid-winter vacation
February 14, 15, 16, 1994	Mid winter vacation - no school
February 17, 18, 1994	Compensation days - no school
March 24, 1994	Last day of classes -- spring vacation
March 28, 29, 30, 31,	
April 1, 1994	Spring vacation - no school
April 4, 1994	Classes resume.
May 30, 1994	Memorial Day - no school
June 9, 1994	Last day of classes 1/2 day for students
June 10, 1994	Last day for teachers.

PARENT-TEACHER CONFERENCES
1993-94 SCHOOL YEAR

There will be four (4) sessions scheduled of three (3) hours each.

APPENDIX C

1991-92 PAY DATES

<u>PAY NO.</u>	<u>DATE</u>
1	September 13, 1991
2	September 27, 1991
3	October 11, 1991
4	October 25, 1991
5	November 8, 1991
6	November 22, 1991
7	December 6, 1991
8	December 20, 1991
9	January 3, 1992
10	January 17, 1992
11	January 31, 1992
12	February 14, 1992
13	February 28, 1992
14	March 13, 1992
15	March 27, 1992
16	April 10, 1992
17	April 24, 1992
18	May 8, 1992
19	May 22, 1992
20	June 5, 1992
21	June 19, 1992 (Balance of contract - 21 pays)
22	July 3, 1992
23	July 17, 1992
24	July 31, 1992
25	August 14, 1992
26	August 28, 1992 (Balance of contract - 26 pays)

APPENDIX C

1992-93 PAY DATES

<u>PAY NO.</u>	<u>DATE</u>
1	September 11, 1992
2	September 25, 1992
3	October 9, 1992
4	October 23, 1992
5	November 6, 1992
6	November 20, 1992
7	December 4, 1992
8	December 18, 1992
9	January 1, 1993
10	January 15, 1993
11	January 29, 1993
12	February 12, 1993
13	February 26, 1993
14	March 12, 1993
15	March 26, 1993
16	April 9, 1993
17	April 23, 1993
18	May 7, 1993
19	May 21, 1993
20	June 4, 1993
21	June 18, 1993 (Balance of contract - 21 pays)
22	July 2, 1993
23	July 16, 1993
24	July 30, 1993
25	August 13, 1993
26	August 27, 1993 (Balance of contract 26 pays)

APPENDIX C

1993-94 PAY DATES

<u>PAY NO.</u>	<u>DATE</u>
1	September 10, 1993
2	September 24, 1993
3	October 8, 1993
4	October 22, 1993
5	November 5, 1993
6	November 19, 1993
7	December 3, 1993
8	December 17, 1993
9	December 31, 1993
10	January 14, 1994
11	January 28, 1994
12	February 11, 1994
13	February 25, 1994
14	March 11, 1994
15	March 25, 1994
16	April 8, 1994
17	April 22, 1994
18	May 6, 1994
19	May 20, 1994
20	June 3, 1994
21	June 17, 1994 (Balance of contract - 21 pays)
22	July 1, 1994
23	July 15, 1994
24	July 29, 1994
25	August 12, 1994
26	August 26, 1994 (Balance of contract - 26 pays)

LETTER OF AGREEMENT

1. Sick Leave

A. The accumulated leave days of all teachers employed or on leave from the District at the end of the 1984-85 school year shall be frozen

B. The days in the Master Sick Bank at the end of the 1984-85 school year shall be frozen

MEMORANDUM OF AGREEMENT

This memorandum is to verify a mutual agreement that was reached between the Avondale School District Board of Education and the Avondale Education Association as indicated below:

It is agreed to by the Avondale School District and the Avondale Education Association that beginning with the first year of the new Master Agreement (1991/92), a working committee comprised of three (3) members of the Association and three (3) Administrators from the District shall be established. The purpose of this committee shall be to explore the building of a new package of benefit options. This committee shall have the power to recommend changes in the benefit package for the 2nd and 3rd years of the contract. Any such recommendations are subject to approval by the Avondale Education Association and the Avondale Board of Education.

The undersigned, by affixing their signatures hereto acknowledge this agreement between the Avondale School District Board of Education and the Avondale Education Association with the above statement.

For the Association

For the Board

Dated: _____ Dated: _____

SIDE LETTERS

TO: AVONDALE EDUCATION ASSOCIATION
FROM: AVONDALE SCHOOL DISTRICT

RE: ELEMENTARY COUNSELORS

The District agrees that the issue of elementary counselors shall be given consideration as part of the curriculum writing/approval process during the 1991/92 school year. This committee study shall begin in September, 1991.

TO: AVONDALE EDUCATION ASSOCIATION
FROM: AVONDALE SCHOOL DISTRICT

RE: GUARANTEE OF 120 MINUTES OF PLANNING TIME
FOR KINDERGARTEN TEACHERS

The District agrees to provide 120 minutes of planning time with the utilization of noon hour supervisors. The specific arrangement for the use of these supervisors shall be decided upon by building principals and teachers.

TO: AVONDALE EDUCATION ASSOCIATION
FROM: AVONDALE SCHOOL DISTRICT

RE: PHYSICAL EDUCATION AND KINDERGARTEN
AND PRE-KINDERGARTEN CLASSES

The District agrees that the issue of providing physical education teachers for kindergarten and pre-kindergarten classes shall be given consideration as part of the curriculum writing/approval process during the 1991/92 school year. This committee study shall begin in September, 1991.

TO: AVONDALE SCHOOL DISTRICT
FROM: AVONDALE EDUCATION ASSOCIATION

The Association agrees in principle to the idea that midyear transfers are disruptive to the educational process. In helping discourage these transfers, the President agrees to discuss the issue in an early "Newslines" to all members each year of the Agreement.

