

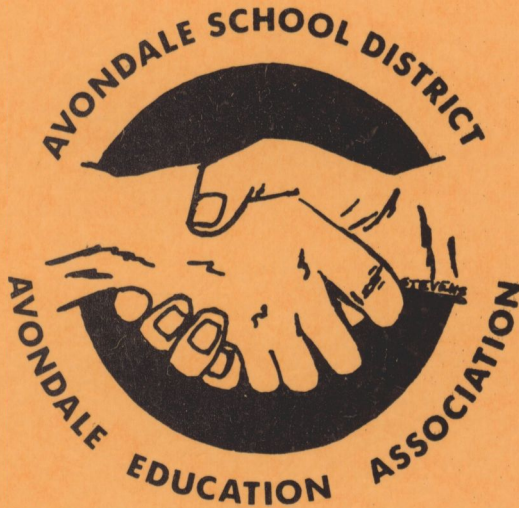
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master contract

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Avondale School District



OAKLAND COUNTY, MICHIGAN

Avondale School District
2950 Waukegan
Aurora Heights, Mich. 48057

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ARTICLE 1

PREAMBLE

- Section 1. This collective bargaining agreement entered into the 3rd day of September, 1972 by and between the Board of Education of the Avondale School District, hereinafter called the "Board" and the Avondale Education Association, hereinafter called the "Association".
- Section 2. The Board 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 where each party has had the right and opportunity to make demands and proposals with regards 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 Board and by the teachers represented by the Association.

ARTICLE II

RECOGNITION

- Section 1. The Board hereby recognizes the Association as the sole and exclusive negotiating representative for all professional certificated personnel under contract to the district including classroom teachers, guidance counselors, departmental chairmen, special education teachers, librarians, school psychologist(s), school diagnostician(s), school social worker(s), whether under contract, on leave, employed by or to be employed by the Board, excluding administrative and executive personnel. The excluded personnel includes: Superintendent, Assistant Superintendent(s), Director(s), Business Manager, Principal(s) and Assistant Principal(s).
- Section 2. The term "teacher", when used hereinafter shall refer to all professional employees represented by the Association in the negotiating unit as defined above and reference to male teachers shall include female teachers.
- Section 3. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- Section 4. Nothing contained herein shall be construed to restrict or deny to any teacher any rights he may have under any law or constitutional provision of the State of Michigan or the United States of America.

ARTICLE III

PROFESSIONAL RESPONSIBILITY

- Section 1. Teachers shall sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) in the amount of ten (10) equal amounts until the total required dues and special assessments are paid.

ARTICLE III (continued)

Section 2. 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 teacher shall, as a condition of continued employment by the Board, 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. In the event that such an authorization is not executed by each teacher and presented to the Avondale Education Association (who in turn will present this dues authorization to the Board within thirty (30) days following the commencement of employment of the teacher), the Board 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.

Section 4. In any case in which a teacher, or teachers, contest a discharge under the provisions of this section, and it is necessary for the Board to defend its position and to engage legal counsel and to incur other expenses in so doing, the Association agrees to pay one-half (1/2) of the expenses so incurred by the Board.

ARTICLE IV

PROTECTION OF TEACHERS

Section 1. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board 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,

ARTICLE IV. (Continued)

law enforcement personnel, physicians, or other professional persons, the teacher will take the necessary steps to refer the child to the building principal who in turn will refer the child to the appropriate available service.

- Section 2. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. Teachers will continue to make every effort to meet the individual needs of students and will continue to use a multi-level approach in instruction, and will avail themselves and their classes of all professional personnel and resources which are available to students in the Avondale School District. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics.
- Section 3. Any case of assault upon a teacher during his official duties shall be promptly reported to the building principal who in turn will notify the office of the Superintendent. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. He shall not suffer loss of compensation or leave days for any absence because of injury suffered from the assault. A necessary absence is that absence which is necessitated by injuries arising out of the assault and is an absence recommended by the attending physician and/or the Board physician, so as to permit physical recovery by the teacher so injured.
- Section 4. Teachers who are required to transport students for school sponsored activities shall have full liability insurance provided by the Board.
- Section 5. If a teacher shall suffer loss or damage of personal property or clothing while on active duty in the school or on school premises, through an overt or aggressive act of an Avondale student and through no negligent activity of the teacher, the Board 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 articles of attire. This reimbursement is not designed to doubly compensate the teacher for loss of personal property.
- Section 6. If any teacher is complained against or sued because of reasonable action taken by said teacher while in pursuance of his duties, the Board will provide proper and legal counsel, if appropriate, and render all necessary assistance

ARTICLE IV (continued)

to the teacher in his defense. If absolved of charges, time lost by the teacher shall not be charged against the teacher.

- Section 7. Any complaint by a parent 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.
- Section 8. 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 or gross neglect of duty, for any damage or loss to person and/or property.
- Section 9. Both the Association and Board 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 and fair procedures will be developed by the Board of Education to safeguard the legitimate interests of the schools and pupils and to exhibit by appropriate examples the basic objectives of a democratic society.
- Section 10. In the event the Board must reduce the number of certificated staff in its employ due to the lack of available operational funds or due to a reduction in student enrollment, the Avondale Board of Education shall be empowered to dismiss any number of teachers necessary. In dismissing teachers, the Board agrees that it will release substitute teachers and probationary teachers first provided there are tenure teachers available and professionally qualified to replace the substitute and probationary teachers being dismissed. In the event that it becomes necessary to reduce professional staff beyond substitute teachers and probationary teachers, professional qualifications and seniority within the school system shall be the basis for said reduction, provided that a tenure teacher higher in seniority can successfully fulfill the assignment of the tenure teacher being released. In recalling tenure teachers whose services have been terminated because of a necessary reduction in staff, the basis for reappointment shall be seniority within the school system in the position for which the teacher is certified and qualified.

ARTICLE V

TEACHER EVALUATION

- Section 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

ARTICLE V. (Continued)

similar surveillance devices shall be strictly prohibited.

Section 2. The Board agrees to give every teacher access to review his college records and accumulated evaluations in the presence of an administrator. It is understood that all evaluations hereinafter placed in the teacher's personnel folder shall be dated and signed by the author. Any comments which are to be entered into a teacher's personnel file shall be deemed to be an evaluation. A copy of all evaluations thus entered into a teacher's personnel record shall be furnished to the individual evaluated. Confidential communications such as the file furnished by the College Placement Office will be withheld.

Section 3. A teacher shall at all times be entitled to have present a representative of the Association when he is being disciplined (as defined in Section 3, paragraph C) for any infraction or delinquency in professional performance. When 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 falls on a day prior to a holiday or a recess, then the Association will provide representation on the same day of discipline.

- A. In the absence of a request for representation by a teacher, a Principal may request the attendance of an Association representative.
- B. Whenever requested by either a teacher or a Principal, the Association representative shall be available as defined in Section 3, first paragraph.
- C. 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 a 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.
- D. Nothing contained in the above paragraphs shall prevent a Principal from exercising his normal administrative and supervisory duties. A Principal shall at all times be free to discuss and talk to teachers regarding their professional performance.

ARTICLE V. (Continued)

- Section 4. Evaluations shall be conducted by the teacher's immediate supervisor and/or by a specialist in the subject area of the teacher. The subject matter specialist shall be appointed by the Superintendent.
- Section 5. No later than March 25th of each school year, the two (2) written evaluation reports (one for each school semester) shall be furnished to the Superintendent for each probationary teacher. A copy of each evaluation report shall also be furnished to the probationary teacher at this time. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons in writing and provide for a hearing where requested.
- Section 6. No later than March 25th of each school year, the written formal evaluation on each tenure teacher shall be furnished to the Superintendent. A copy of this evaluation report shall also be furnished to the tenure teacher at this time. In the event a tenure teacher is not continued in employment, the Board will advise the teacher of the reasons in writing and provide a hearing where requested.
- Section 7. A personal interview with each teacher shall be held by the building administrator within ten (10) days of the date the evaluation is submitted to the Superintendent. Prior to the personal interview the teacher shall have had the opportunity to review his evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth.
- Section 8. Any teacher shall have the right to attach to his evaluation summary any comment or document he may choose, provided the comment or document is germane to the evaluation. Nothing herein shall be construed to limit the administrator's right to include evidence or other documents of their choosing which are germane to the evaluation.
- Section 9. 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 10. 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 3.
- Section 11. Probationary teachers shall be formally evaluated in writing at least twice during each school year, while tenure teachers shall be formally evaluated in writing at least once during each school year.

ARTICLE VI

TEACHING CREDENTIALS

Section 1. Any teacher being initially employed on a regular contract basis beginning with the 72-73 school year and who is covered by the terms of this master agreement must hold a valid Michigan teaching certificate.

ARTICLE VII

PREPARATION BEYOND BACHELOR'S AND MASTER'S DEGREES

Section 1. Any teacher who qualified 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 (NCASSC) may qualify for such increase upon presentation to the Assistant Superintendent 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 or degree work of the applicant and that courses taken after October 1, 1970, shall be approved by the Superintendent or his designate prior to enrollment.

Section 2. If undergraduate training is to be submitted for credit beyond the Bachelor's Degree, it is understood by the Association and the Board that the following conditions are to be met:

- A. Approval in writing must be given by the Assistant Superintendent prior to class enrollment.
- B. The grade earned must be at least a "B".
- C. The decision of the Assistant Superintendent regarding the suitability and applicability of this credit is not grievable.
- D. The credit must be from an approved N.C.A.T.E. institution.
- E. This provision applies only to credit earned after September 1, 1970.

ARTICLE VIII OUTSIDE EXPERIENCE ALLOWANCE

Section 1. The Board may grant up to four (4) 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, or Life Certificate.
- B. The teaching experience falls within the immediate past fifteen (15) years.
- C. The teacher taught with a valid Michigan Provisional, 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 school or in a private school requiring an academic preparation of its instructional staff comparable to the academic preparation of a Michigan teacher (baccalaureate degree from an approved teacher training institution (N.C.A.T.E.) with at least twenty (20) semester hours in professional education).
- E. Previous teaching experience must be claimed within sixty (60) days of the beginning of employment.
- F. Any outside experience granted to a teacher will not be reflected in his contract until officially verified by his previously employing school or school district. Upon verification, outside experience will be retro-active to the date of employment.

Section 2. Up to two (2) years of credit on the salary schedule will be given to teachers in the 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 for teachers new to Avondale or will it exceed the current salary schedule in effect.
- C. Application shall be made to the Superintendent or Director of Personnel during the month of September of any school year or within thirty (30) days of his beginning employment.

ARTICLE IXPAY SCHEDULE

- Section 1. Teachers shall be paid once every two (2) weeks, except on the first pay and the last pay of the school year. They may elect to have their pay spread over 26 pay periods or they may elect to have their pay spread over 20 pay periods. In either case, the first pay in September, depending upon whether it is the first Friday after Labor Day or the second Friday after Labor Day, will be paid as follows:
- A. First Friday after Labor Day = \$200 advance payment
 - B. Second Friday after Labor Day = One week pay, amount dependent upon teacher's election of 20 pays or 26 pays for the school year.
- Section 2. If there is no school on Friday, or on Thursday during the school year, the pay day will be the last worked day in that pay period. If the pay day should come during a vacation recess, checks will be mailed, or they may be picked up in the Board Office at the option of the employee. However, in no case will the pay be moved ahead more than two (2) days. The one week delay is for bookkeeping purposes. This Article takes effect September 5, 1972.

ARTICLE XCOMPENSATION FOR
EXTRA-CURRICULAR ACTIVITIES

- Section 1. Compensation for all extra-curricular activities will be based upon the BA 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 2. Athletic Coaches Pay Scale

Football

Head Coach	.12	Jr. Varsity Assistant	.07
Varsity Assistant	.10	Freshmen	.08
Jr. Varsity	.09	Freshmen Assistant	.07

Basketball

Head Coach	.12	Head Coach	.10
Jr. Varsity	.09	Jr. Varsity	.08
Freshmen	.08	Freshmen	.06

BaseballTrack

Head Coach	.10	Head Coach	.10
Varsity Asst.	.07	Assistant	.07
Cross Country	.068		
Freshmen	.06	Golf	.068

Wrestling

ARTICLE X. (Continued)

<u>Football</u>		<u>Basketball</u>		<u>Baseball</u>	
Grade 8	5%	Grade 8	5%	Grade 8	5%
Grade 7	5%	Grade 7	5%	Grade 7	5%

Girls' Athletics

<u>Senior High</u>		<u>Junior High (entire year)</u>	
Softball	4%	GAA	7%
Basketball	5%		
		<u>Middle School (entire year)</u>	
		GAA	5%

Section 3. Non-Athletic Extra-Curricular Activities Pay Scale

Dramatics

Sr. High	4%	-	per play as determined and approved by
Jr. High	3%		the building principal

Instrumental Music (serves during entire school year)

Secondary Instrumental Music (Grades 8 - 12)	12%
Middle School (Grades 6 and 7)	3%

Vocal Music (serves during entire school year)

Sr. High	3%
Jr. High	3%
Middle School	3%

Building Audio-Visual Coordinator (if assigned) 3%

Cheerleader

Sr. High	7%	<u>Summer School</u> - \$6.00 per hour (7-1-72)
Jr. High	4%	\$6.24 per hour (7-1-73)
Middle School	3%	\$6.49 per hour (7-1-74)

Driver Education

\$6.75 per hour (7-1-72)
\$7.02 per hour (7-1-73)
\$7.30 per hour (7-1-74)

Department Chairmen .045

Sr. High

Math/Science
Social Studies
English
Foreign Language
Business

Jr. High

Math
English
Social Studies
Science

Industrial Arts/Home Economics

Class Advisors

Senior Class	.02
Junior Class	.01
Sophomore Class	.01
Freshman	.01

Note: 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.

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. This following formula will be used for determining extra compensation that is not covered under other supplementary salary schedule, or for time lost that is not covered by sick leave bank.

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

$$\begin{array}{rcl} \text{Base salary} & \div & 200 \text{ days} = \text{daily rate} \\ \text{Daily rate} & \div & 6 = \text{hourly rate} \end{array}$$

- Section 4. After School Clubs
All clubs not covered in the delineated Non-Athletic Extra-Curricular Activities Schedule which meet after school with advance written administrative approval and sanction by the Board for at least thirty-five (35) hours per school year will receive .03.
- Section 5. Recruitment For Non-Athletic Extra-Curricular Activities
People chosen for the activities listed in Article IX, Sections 1 through 4, of the Master Contract shall be those teachers best qualified as determined by the building administrator and/or the Assistant Superintendent to fill the positions. If no qualified teacher covered by this Master Contract applies, then applications may be accepted from other persons.
- Section 6. Should an extra-curricular sponsor not be able to complete his assignment due to illness, accident, etc., the amount required for a substitute will be deducted from the remuneration he would have received.
- Section 7. 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 8. Accepting the sponsorship of 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

ARTICLE X. (Continued)

building principal, an outline of activity for the school year will be submitted by the teacher for administrative approval prior to commencing the activity.

- Section 9. 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.

ARTICLE XI MILEAGE ALLOWANCE

- Section 1. Teachers required in the course of their teaching assignment to drive their personal automobile shall receive a mileage allowance of eleven cents (11¢) per mile while on school business. 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 with the Avondale School District. It is further understood that this mileage allowance is subject to prior approval by the Central Office, Building Principal, or Director of Special Education.

ARTICLE XII TEACHING HOURS

- Section 1. All elementary teachers will have no more than five (5) clock hours of assigned instructional time daily (not to include recess). No elementary teacher will be required to be in his building more than seven (7) hours and fifteen (15) minutes daily. This assigned time will include a duty-free lunch period of not less than fifty (50) minutes, except during inclement weather. Time spent in faculty meetings shall be included in the time requirements above.
- Section 2. The secondary teaching staff will be assigned no more than five (5) clock hours of instructional time daily. In addition to this, each secondary teacher will have one (1) conference period daily (comparable in time to a teaching or duty period) and a duty-free lunch period of not less than twenty-five (25) minutes. No secondary teacher will be required to be in his building more than seven (7) hours and fifteen (15) minutes daily. Time spent in faculty meetings shall be included in the time requirements above.
- Section 3. Teachers shall be in their buildings thirty (30) minutes before classes begin and at their first teaching station fifteen (15) minutes before classes are scheduled to

ARTICLE XII. (Continued)

start. Teachers may leave fifteen (15) minutes after their final assignment of the day is concluded. If it should be necessary to leave sooner, for valid reasons, this may be arranged through the Building Principal or his representative.

Section 4. Pupils, under normal conditions, will enter the elementary buildings no more than seven (7) minutes prior to the scheduled start of the school day.

Section 5. It is recognized that there are certain extra-curricular functions within a school that will not be successful unless there is the whole-hearted support and total attendance by the professional staff. These functions are occasional and are generally programs to describe the school's curriculum to the parents and/or the students.

Teachers agree to attend at least one (1) such meeting per year. In case more meetings are needed, then the administrator of a school building will co-ordinate the planning of such functions with the staff of the school. Co-ordination shall include the presentation of a written outline of the function to the staff.

A response by the staff may include suggested changes. If the staff cannot endorse the function, a written response shall be given to the building administrator within five (5) calendar days of receiving the written outline. Reasons for nonendorsement shall be included. No response will be construed as endorsement and support of the proposed meeting by the teacher.

Section 6. The regularly scheduled working day applies to supportive staff as well as to classroom teachers.

ARTICLE XIII TEACHING CONDITIONS

Section 1. The Board and the Association are greatly concerned with safe and healthful working conditions for students and staff, and the Board will continually strive, within its economic means, to maintain and improve these conditions.

Section 2. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, filing cabinets, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard texts and questionnaires, and other such materials and their concomitant use are the tools of the teaching profession. The Association agrees that the

ARTICLE XIII (Continued)

teachers should employ in their instructional program when appropriate the various available materials and equipment which have been delineated in this Section.

- Section 3. The Board agrees to the principle of relieving teachers of the many non-professional responsibilities by agreeing to the use of teacher aides.
- Section 4. The Board 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 as a faculty workroom in which smoking shall be permitted. As renovations and/or new buildings are undertaken, these provisions shall be included.
- Section 5. Existing telephone facilities shall be available to teachers for their reasonable use. Personel 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 6. At the request of the Association, and with the approval of the Building Principal, vending machines for teachers' use shall be installed in the teachers' workroom. Disposition of the proceeds, from the vending machines shall be determined by a standing committee of teachers and the principal of that building.
- Section 7. Each school has a petty cash fund, which is administered by the Building Principal. Teachers should consult with their Principal regarding expenditures which appropriately may be covered by the petty cash fund.
- The purpose of this fund is to pay for postage, etc. It should not be used to make instructional program purchases. Normal petty cash expenditures vary from a few cents to a few dollars.
- Instructional expenditures shall be processed through the Business Office.
- Section 8. The Association recognizes the right and the responsibility of the Board 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 temporary reassignment would be in the event of a school closing due to a breakdown of utilities.

ARTICLE XIII (Continued)

- Section 9. The Board and Association encourage each teacher to continue to improve himself academically, culturally, and professionally by attending graduate classes; through travel, or in such a manner that his overall competence as a teacher is enhanced. The expense of this shall be entirely borne by the individual employee.
- Section 10. In order to give the teacher more instructional time, secondary students shall be enrolled whenever possible before the teachers report for work in September. Enrollments shall include: the scheduling of students, assigning of lockers and locks, issuance of texts and necessary supplies, and the completion of all forms necessary for Guidance and for the Principal's office. It is understood that the above responsibilities shall not be assigned to teachers.
- Section 11. Both the Board 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, the Board will attempt to contract only teachers who have a degree or degrees from an accredited college or university and who also meet the minimum Michigan Certificate Code requirements.
- Section 12. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned or transferred, except temporarily and for good cause, outside the scope of their teaching certificates or their major field of study.
- Section 13. Teachers accept the principle that when performing assigned tasks and tasks normal to their daily work, these tasks will be performed to the best of their ability.
- Section 14. Teachers shall be available at reasonable times during the school day for parent conferences and to help students. Teachers will arrange for conferences with parents when it appears that better understanding and cooperative support with the home may be facilitated by such conferences, which in turn benefits the student. In an emergency, teachers will arrange for parent conferences after school at a time mutually agreeable.
- Section 15. 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 assigned class. These lesson plans shall be available at all times to the building principal and shall be subject to his review and evaluation.

ARTICLE XIII (Continued)

- Section 16. 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 purposes and procedures and encourage its involvement and support.

ARTICLE XIV

CLASS SIZE

- Section 1. Academic classes in the Avondale School District will be organized as follows:

Grades K	-	3	=	29
4	-	5	=	30
6	-	12	=	31

Class size will be determined on the second Monday in October and on the first Monday in February as follows:

- A. Grades K - 5, the number of pupils listed on the CA-10-Y-1 register for that teacher.
- B. Grades 6 - 12, the total number of pupils assigned to a teacher (academic, meaning English, Social Studies, Math, etc.) divided by the total number of academic periods taught. However, this total number of pupils shall not exceed one hundred-sixty (160) for a six (6) period day (five (5) teaching assignments) or one hundred ninety-two (192) pupils for a seven (7) period day (six (6) teaching assignments).
- Section 2. Should it be necessary to exceed any of the class sizes delineated in Section 1 by more than 10% (10% meaning three (3) pupils) accomodation for the overage will be arranged by the building administrator after consulting with involved staff (involved staff includes the teacher of the class exceeding the recommended enrollment, the Director of Instruction, and Central Office personnel). Accomodation may include, but will not be limited to, the following:
1. addition of a new section
 2. organizing a split section
 3. adding a teacher aide full or part time
 4. transferring students
- Section 3. Under experimental programs, these guidelines will not apply.
- Section 4. The ratio of pupil to teachers and professional staff members in junior and senior high school shall not exceed twenty-four (24) to one (1).

ARTICLE XIV (Continued)

- Section 5. A counselor-pupil ratio of one (1) counselor to three hundred twenty-five (325) pupils will be maintained whenever possible so as to accomplish the purposes of the guidance program.
- Section 6. In Section 1 above, the size of classes in fine arts, manual arts, home economics, physical education, business education classes, study halls, and laboratory sciences should be determined and limited by available facilities, equipment, and staff and class objections.

ARTICLE XV

IN-SERVICE WORKSHOPS

- Section 1. To maintain and improve teaching performance, the Board and 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 half day in-service workshop sessions may be held per year.
- Section 2. It is understood that attendance at the in-service workshops is mandatory unless permission is granted from the Superintendent of Schools to deviate from the planned in-service session.
- Section 3. A committee of three (3) teachers and three (3) administrators will plan the in-service training sessions. They may involve as many other professional staff as is necessary to facilitate the planning of these in-service training sessions.

ARTICLE XVI

SUPPORTIVE SERVICES

- Section 1. The Board and the Association recognize the importance of supportive services personnel in enriching the curriculum of the Avondale School District.
- The Board will provide teachers in elementary art, elementary physical education, elementary vocal music, elementary library, and elementary instrumental music provided the financial resources of the school district are such as to do this.
- Section 2. In the event of absence of these specialists, the Board agrees to provide substitutes when properly qualified substitutes are available. These specialists will provide daily lesson plans for each building principal, including emergency plans to be used in the event of the specialists' absence.

ARTICLE XVI (Continued)

- Section 3. If there is a shortage of substitutes, both the Association and Board agree that substitutes will first be assigned to regular grade classes and that substitutes for special classes (art, vocal music, and gym) will be assigned only when the staffing needs of regular classes are first met.
- Section 4. Teachers of music, art, and the laboratory sciences, librarians, speech therapists, reading consultants, school social workers, and counselors will continue to be provided with relief and preparation time to the same extent as other teachers in the district.

ARTICLE XVII

STUDENT TEACHERS

- Section 1. The Superintendent or his designate shall be in charge of student teachers and student observer programs within the Avondale School District.
- Section 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 3. The cooperating teacher must be a certificated tenure teacher recommended by his Building Principal.
- Section 4. The acceptance of a student teacher will be a voluntary act on the part of the cooperating teacher.

ARTICLE XVIII

SUBSTITUTION BY REGULAR STAFF

- Section 1. The Board and the Association both recognize the necessity for regular and properly certificated substitute teachers and the Board hereby states that regularly employed teachers will be asked to substitute only when substitute teachers are unavailable or in an emergency.
- Section 2. Any teacher teaching an extra class, as defined in Section I under Emergency Substitution By Regular Staff shall receive Six Dollars and Eighty-six Cents (\$6.86) per class. A class is defined as one (1) clock hour, or regular class period in secondary school, and remuneration will be prorated accordingly.

ARTICLE XIX

SUMMER SCHOOL

- Section 1. Every effort will be made to hire qualified teachers from the Avondale staff for summer school positions. Equal weight will be given prior academic preparation and seniority within the Avondale School District and to the principal's recommendation.

ARTICLE XIX (Continued)

- Section 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 day of May. Final approval by the School Board of the summer school staff shall be upon recommendation of the Superintendent.

ARTICLE XX

PROMOTIONS, VACANCIES, AND TRANSFERS

- Section 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 extra-curricular activities or assignments or changes in extra-duty assignments.
- Section 2. The Board shall publicize vacancies in all professional positions other than teaching positions by posting in every school building 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 seven (7) 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. Teaching vacancies filled or created by lateral transfers will not be posted during the school year.
- Section 3. Any full certificated teacher who meets the qualifications or will meet the qualifications prior to the time the position begins may apply for a posted vacancy. In filling such vacancy, the Board agrees to give consideration to the professional background and attainments of all applicants.
- An applicant with less service in the system shall not be awarded such position unless his qualifications are superior to applicants with greater service. The Board declares its support of the policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels, when qualified applicants are available. "Service" in the system, for purpose of this Agreement, shall mean continuous employment in a school of the district, regardless of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.
- Section 4. Since the frequent transfer of teachers from one school to another may be disruptive to the educational process and may interfere with optimum teacher performance,

ARTICLE XX (Continued)

the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible. However, the following guidelines shall be followed when personnel are to be transferred:

- A. Teachers who request a lateral transfer will be given first consideration when a vacancy arises which fits their qualifications. A transfer request will be held open for one (1) calendar year from the date of said application.
- B. A demonstrated ability of the teacher to function well and comfortably in a similar assignment.
- C. No teacher shall be transferred unless he has been notified accordingly in writing. Notification to the teacher being transferred will be made by the Board as soon as possible.

Section 5. 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 Promotions, Vacancies, and Transfers.

ARTICLE XXI

LEAVE POLICY

Section 1. All teachers on annual contract shall have twelve (12) sick leave days per school year which shall accumulate to two hundred (200) for the unused portion. When leave days are used for illness, teachers shall notify the answering service or substitute calling system in effect no later than one (1) hour prior to the start of their school on the day of illness and notify the building principal at least one (1) hour prior to the close of the teacher's regular assignment the day before he plans to return.

Section 2. Teachers shall notify building administrators at least twenty-four (24) hours in advance when sick leave days are to be used for personal business. No more than two (2) sick leave days may be used for personal business per annum except as provided in Section 3. 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. Advance written approval from the Superintendent must be obtained for personal leave days used immediately preceding or following holidays.

Section 3. Teachers may apply to the Superintendent for additional personal days beyond the annual allowance of two (2) days in case of emergencies.

ARTICLE XXI (Continued)

These personal days will be deducted from the total sick leave bank of the teacher and it is expressly understood that the decision of the Superintendent or his designate is not grievable.

- Section 4. Two (2) sick leave days per year may be used for illness in the immediate family. Immediate family includes husband, wife, children, mother, father, mother-in-law, father-in-law, guardians, or relatives living within the same household as the teacher, and leave days for illness to other relatives may be granted upon application to the Superintendent. Prior arrangements are to be made with the teacher's immediate administrator when sick days are used for the annual two (2) day personal business allowance.
- Section 5. For all probationary teachers new to the system, sick days shall accumulate at the rate of three (3) days per month for the first four months or until a total of twelve (12) days are reached. A teacher new to the school district will not be credited with any sick days until he has begun his first day in his assignment.
- Section 6. 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 return to work.

ARTICLE XXII

SICK LEAVE BANK

- Section 1. A sick bank is available for the purpose of loaning sick leave days to teachers who have exhausted their sick leave bank. Each teacher who desires to participate will donate two (2) days the first year of participation and one (1) day each year thereafter. A committee composed of two (2) administrators appointed by the Superintendent and two (2) Association members and one (1) alternate appointed annually by the A.E.A. President will decide on loans to be made. Sick day loans may be refused due to prior misuse of sick days or lack of evidence of need. This committee will meet as often as necessary in order to administer the Avondale Sick Bank.
- Section 2. All personnel who are covered by this Master Agreement are eligible to participate in the Sick Leave Bank.
- Section 3. Application for membership in the Avondale Teachers' Sick Leave Bank shall be made within thirty (30) calendar days after the beginning of the school year or within thirty (30) calendar days of the beginning of employment.

ARTICLE XXII (Continued)

Section 4. An employee's participation in the Avondale Teachers' Sick Leave Bank may be formalized by signing an authorization form donating two (2) sick leave days from his personal sick leave bank to the Avondale Teachers' Sick Leave Bank.

Thereafter, membership will be on a continuing basis except when a teacher chooses to terminate his membership from the Sick Leave Bank by written notice to the Personnel Office during the month of September. Those participating in the Sick Leave Bank after their first year shall have one day deducted from their personal sick leave days per year during the first thirty (30) calendar days of the school year.

Section 5. If a member terminates his membership in the Avondale Teachers' Sick Leave Bank (as provided in Section 4) all days previously contributed shall remain in the Avondale Teachers' Sick Leave Bank and may not be reclaimed by the former member.

Section 6. Teachers who are in the Sick Leave Bank who are on an extended leave of absence will not be required to deduct one (1) day from their personal leave days. However, they may not receive any benefits while on leave. Such teachers shall maintain membership in the Sick Leave Bank on a nonparticipating basis.

If an employee wishes to reapply for membership in the Avondale Teachers' Sick Leave Bank, he may do so during the first thirty (30) calendar days of the school year. At that time, his application will be accepted by the Avondale Sick Leave Bank Committee, as provided in paragraph 7. However, another initiation fee of two (2) days plus one (1) day for each year he was not a member will be deducted from his personal sick leave bank and added to the Avondale Teachers' Sick Leave Bank.

Section 7. All days remaining in the Avondale Teachers' Sick Leave Bank will be carried over to the next school year.

Section 8. 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) shall compose the Avondale Sick Leave Bank Committee. These appointments shall be announced annually during the month of September.

Section 9. A loan of sick leave days to cover a member's personal illness or injury which prevents him from working may not be made until the member's personal sick leave days

ARTICLE XXII (Continued)

have been exhausted. Application for a loan shall be made in writing to the Avondale Sick Leave Bank Committee with a carbon copy sent to the Avondale School District Personnel Office.

Section 10. The Avondale Sick Leave Bank Committee will review all applications for loans by members and shall decide if sick leave days are to be loaned and, if so, the number to be loaned. The applicant will be notified of the Committee's decision within fifteen (15) calendar days of receipt of said application. Decisions of the Sick Leave Bank Committee are not grievable. However, the decision of the Sick Leave Bank Committee may be appealed to the committee composed of the Superintendent and the AEA President within ten (10) days of the written decision of the Sick Leave Bank Committee. The decision of the AEA President and Superintendent will be final.

Section 11. The terms of repayment by a member for a sick leave loan will be one (1) day per year.

Section 12. Appropriate forms for joining, borrowing, reinstatement, and repayment will be provided by the Avondale Sick Leave Bank Committee.

Section 13. A membership roster of the Avondale Teachers' Sick Leave Bank shall be sent to the AEA President by November 1st of each year.

ARTICLE XXIII

LEAVES WITH PAY

Leaves of absence with pay and no charge against the teacher's leave allowance shall be granted for the following reasons:

Section 1. (Death in Family)

A maximum of three (3) days for a death in the immediate family. Immediate family includes husband, wife, children, mother, father, mother-in-law, father-in-law, guardians, or relatives living within the same household as the teacher. The teacher may apply to the Superintendent for time and permission to attend a funeral of a relative not included in the above definition.

Section 2. (Court Appearance)

Court appearance as a witness or principal in any case connected with the teacher's employment or the school, or whenever the teacher is subpoenaed as a witness in any case in which he has no vested interest. Vested

ARTICLE XXIII (Continued)

interest is defined as any case wherein the teacher or his agent, in acting as a plaintiff in a case he initiated or is responsible for, would gain either in money or property. Cases such as a witness to criminal or felonious acts would not be construed as cases wherein the teacher has a vested interest. The teacher will lose no salary for this appearance as a subpoenaed witness. The Board agrees to pay the teacher the difference between his salary and any amount he may receive as a witness.

Section 3. (School Visitation)

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

Section 4. (Selective Service Physical)

Time necessary to take the selective service physical examination.

Section 5. (Jury Duty)

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 decisions must be obeyed until overturned by a higher court), the Board agrees to pay the teacher the difference between his salary and the amount received by the teacher for this jury duty. In this event, the teacher will not lose any time from his sick leave bank.

Section 6. (Military Leave)

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 teaching salary and military salary. In this event, the teacher will not lose any time from his sick leave bank.

Section 7. (Workmen's Compensation)

In the event a teacher loses time because of an accident or illness that is covered and reimbursed by Workmen's Compensation, the Board agrees to pay the difference between the compensation and his full salary at no loss of sick days from his sick leave bank. Compensation provided by the Board which is additional to compensation provided by Workmen's Compensation shall not exceed the number of sick days accumulated by the injured or ill

ARTICLE XXIII (Continued)

employee. After receiving compensation from the Board under this plan, sick days shall be deducted at a pro-rata rate so that the employee receives full pay until his sick days are exhausted. At that time, the teacher may, if he is a member, apply to the Sick Leave Bank (Article XXII).

Section 8. (Attendance at Professional Meetings)

The Board agrees to provide, upon application and approval by the Superintendent of Schools, the necessary funds for a teacher who desires to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of a substitute teacher needed to replace the teacher attending such conference. A teacher attending such meeting or conference will be granted sufficient time to attend without loss of compensation. The Superintendent may ask for a report from the participant relative to how the information acquired at the conference may be utilized in the Avondale School District. Each Principal will prepare the estimated needs for conferences for the ensuing school year and the concomitant expenses thereof, to be submitted to the Superintendent of Schools for approval during the month of September. In no case will this estimated conference budget exceed a ratio of Twenty Dollars (\$20.00) per teacher per year.

ARTICLE XXIV

LEAVES WITHOUT PAY

Leaves of absence without pay, but retaining the same salary step and previously accumulated sick days, shall be granted upon application and approval by the Superintendent of Schools for the following purposes:

- Section 1. Study related to the teaching profession.
- Section 2. Study, research, or special teaching assignment involving probable advantage to the school system.
- Section 3. 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.
- Section 4. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty with any branch of the Armed Forces of the United States.

ARTICLE XXIV (Continued)

- Section 5. A maternity leave may be granted to a teacher upon the recommendation and approval of the Board for one (1) calendar year, with a one (1) year extension if requested and approved by the Superintendent.
- Section 6. A political leave shall be granted to any teacher to personally campaign for his own candidacy or serve in a public office.
- Section 7. 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 three (3) extensions, for such time as is necessary for complete recovery from such illness.

ARTICLE XXV

SABBATICAL LEAVE

- Section 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 or permanent 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 final approval for a sabbatical leave, the applicant shall file with the Secretary of the Board of Education a written agreement stipulating that he will remain employed full time in the district for a period of not less than two (2) years following the leave expiration. However, the Board may waive this requirement upon the recommendation of the Superintendent, if the teacher returning from leave so requests.

- Section 2. This policy is provided in order to make available to employees the time necessary to further themselves to

ARTICLE XXV (Continued)

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 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 Board reserves the right to reject any request for any reason 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 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 per cent (50%) of his normal salary during the leave period.
- B. Payment of wages to an individual on sabbatical leave will follow the regular salary schedule regarding pay days.
- C. Returning employees will be assigned to the next step on the salary schedule and in the appropriate salary track. For instance, if an individual is on Step 7, BA track, and is granted a sabbatical leave and returns with a Master's Degree, he will then be placed on Step 8, MA track.
- D. An employee who is absent on sabbatical leave for academic study shall be required to furnish evidence of satisfactory progress in his 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 application for said sabbatical leave shall forfeit all rights to continued leave unless specifically permitted to continue by the Board.

ARTICLE XXV (Continued)

Section 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 part of the 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 return (except under extenuating circumstances) will automatically become indebted to the district for the proportional shares 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 accumulated sick days.

Section 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 Board 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 7. The Avondale School District agrees to pay one-half (1/2) of the cost of hospitalization and medical insurance the teacher on sabbatical leave is entitled to, provided the teacher on sabbatical leave pays the other half. The Board further agrees to pay one-half (1/2) of the cost of term life insurance the teacher is entitled to, provided the teacher pays the other half. These are the only fringe benefits that are applicable to a teacher on sabbatical leave.

ARTICLE XXVI

INSURANCE PROTECTION

Section 1.

Group Term Life Insurance

The Board shall provide without cost to the teacher, group life insurance protection in the amount of Twelve Thousand Dollars (\$12,000.00) per full time teacher. This insurance shall also pay double indemnity in the event of accidental death and it shall also pay for

ARTICLE XXVI (Continued)

accidental dismemberment. Accidental death and dismemberment shall be defined by the insurance carrier in the latter's master contract with the school district. This amount will increase to Thirteen Thousand Dollars (\$13,000.00) during the 1973-75 school years.

This 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 his employment.

Section 2. Hospitalization Insurance

Each employee, as noted herein in A, and who is covered by this agreement and who is regularly employed for thirty (30) hours or more per week, shall have the Board pay for the Blue Cross/Blue Shield medical-hospitalization insurance as herein noted:

A.

1. The Board shall make full payment for family coverage for the employee who is Head of Household (IRS ruling) and who is also the primary wage earner and who has dependent children.
2. The Board shall make full payment for two (2) person coverage for the employee who is Head of Household (IRS ruling) and who is also the primary wage earner and when the other person covered is the spouse of the employee.
3. The Board shall make full payment for one person coverage for all other eligible employees.

B. The coverage shall include Comprehensive Hospitalization with riders DCCR, SA, D-45NM, IMB, OPP, and CC with ward privileges, and MVF-2 with rider ML, SDGB, Master Medical and Medicare Exact Fill.

C. The Board shall not be responsible for solicitation of the employees for this insurance but shall have application forms and the necessary information available for the employees.

D. Employees may, through payroll deduction, arrange to have additional coverage for themselves and for other member(s) of their family if the coverage for these other member(s) is not included in the above.

ARTICLE XXVI (Continued)

- E. An employee regularly assigned for less than thirty (30) hours per week shall pay for the one person coverage on a pro rata basis with the Board if they wish to have the coverage. For example, a twenty (20) hour per week teacher will pay one-third ($1/3$) while the Board pays two-thirds ($2/3$). Coverage is limited to persons regularly employed for fifteen (15) hours or more per week.
- 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.

Section 3. Dental Insurance

- A. Employees covered by this contract who are not covered by the Blue Cross/Blue Shield coverage provided by the Board will be covered by the full family dental care plan C-01. This coverage is provided through the MESSA Delta Dental Care Plan of Michigan. It will become effective October 1, 1972.
- B. It shall be the responsibility of the Association to provide to the Board enrollment cards for all individuals covered by this agreement who have not availed themselves of the hospitalization coverage provided by the Board. These enrollment cards are to be in the Personnel Office by October 1st of each year of this contract.
- C. It is expressly understood by the Association and by the Board that this plan C-01, is subject to the rules and policies of Delta.
- D. MEA and the Delta Dental Plan of Michigan 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 Dental Plan of Michigan.

Section 4. Long Term Disability

- A. A teacher who is mentally or physically disabled may go on LTD after being off the job for 180 calendar days. Such benefits shall be 66% of his gross salary at the time of his last work day. These benefits shall continue until said teacher's death, or age 65, or his return to work.

ARTICLE XXVI (Continued)

- B. Teacher may use personal sick leave days during waiting period.
- C. Teacher may switch to long term disability after one hundred eighty (180) days.
- D. Teacher may borrow from Sick Leave Bank with Sick Leave Bank Committee approval if personal sick leave bank will not carry individual to beginning of long term disability.
- E. It is expressly understood by the Association and by the Board that this LTD plan is subject to the rules and policies of the underwriter.
- F. 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 such coverages and rates as provided by the underwriter of this LTD plan.
- G. The Board shall select the underwriter for LTD.
- H. A teacher may return to work when he is certified by an appointed team of qualified physicians.

ARTICLE XXVII

TAX SHELTERED ANNUITY

- Section 1. The Board will purchase for any teacher, upon written request and signed authorization from that 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.

ARTICLE XXVIII

GRIEVANCE PROCEDURE

Section 1. Definitions

- 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 person or group of persons making the claim and the Superintendent, his designated agent, 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.

ARTICLE XXVIII (Continued)

Section 2. Purpose

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.

Section 3. Structure

- 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 Assistant Superintendent for Personnel is designated as the administrative representative for Level Two procedure.
- E. A committee composed of the Superintendent and at least three (3) Board members is designated as the administrative representative for the Level Three procedure. The Superintendent may also select two (2) additional representatives to assist in this Level Three function. The Association may also elect to have up to two (2) members of the United Profession or United Professional Staff to assist them in processing the grievance at Level Three.
- F. A grievance must be filed within twenty-one (21) calendar days after its occurrence. This time limit does not apply to a grievance based upon a claim of an inaccurate payment for teaching or extra-curricular activities. The time limit will apply in this case of alleged inaccurate payment from the date the payment for such service is received by the teacher so affected.

Section 4. Procedure

- A. Level One: The teacher wishing to file a grievance shall first discuss the matter with his Association representative. If the Association representative concurs that a grievance exists, he shall notify the Grievance Committee who shall

ARTICLE XXVIII (Continued)

verify that no other grievance dealing with the same subject is pending at any level. If the Association representative cannot agree as to the existence of a grievance, the Grievance Committee shall make the decision within five (5) days of receipt. 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 three (3) days of receipt of said grievance. Participants in this meeting shall include the Principal, the grievant, and his Association representative (at the discretion of the grievant). The principal shall make his decision known in writing to the grievant or Grievance Committee and the Assistant Superintendent for Personnel within three (3) 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 Assistant Superintendent for Personnel at Level Two. The Assistant Superintendent for Personnel shall schedule a Level Two meeting within ten (10) days of receipt of the grievance from Level One. Participants in this meeting shall include the Assistant Superintendent for Personnel and up to two (2) Avondale administrators, and an ad hoc committee of not more than three (3) members appointed by the Association from among the members of the Grievance Committee. The Board and Association may also request the presence of the individual grievant at Level Two. The Assistant Superintendent for Personnel shall make his decision known in writing to the grievant or Grievance Committee within five (5) days of the Level Two meeting.
- C. Level Three: In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from date of the Level Two meeting by the Assistant Superintendent for Personnel, the grievant may refer the grievance through the Grievance Committee, or he may appeal the Level Two decision himself, to the Superintendent's Committee who shall schedule a Level Three meeting within ten (10) days of

ARTICLE XVIII (Continued)

receipt of the grievance from Level Two. Participants in this meeting shall include the Superintendent and at least three (3) members of the Board, and an ad hoc committee of not more than three (3) members appointed by the Association from among the members of the Grievance Committee. The Board and Association may request the presence of the individual grievant at Level Three. Both the Superintendent and the Association may supplement their respective committees as defined in this Article, Section 3, Paragraph E. The Superintendent and Board shall make their decision known in writing to the Association Grievance Committee 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 or interpretation of items covered in this contract. Grievances dealing with any other subjects may not be submitted to arbitration.
2. Either party 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) calendar days from 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. The arbitrator shall be an experienced, impartial, and disinterested person of recognized competence in the field of education or law. 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. It shall be the function of the arbitrator and he shall be empowered, except as his powers

ARTICLE XXVIII (Continued)

are limited below, after due investigation, to make a decision in cases of alleged violations of the specific articles and sections of this Agreement.

- a. He shall have no power to add to, subtract from, alter, or modify any terms of this Agreement.
- b. He shall have no power to establish salary schedules.
- c. He shall rule only on the alleged misinterpretation or inequitable application of the terms of this Agreement.
- d. He shall have no power to change any practice, policy, or rule of the Board, nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board outside of the terms of this Agreement. His power shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and he shall not imply obligations and conditions binding upon the Board from outside this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
- e. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merit.
- f. There shall be no appeal from an arbitrator's decision if it is within the scope of his authority as set forth above. It shall be binding on the Association, its members, the employee or employees involved, and the Board.
- g. The expenses of the arbitrator shall be shared equally by the Board 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.

ARTICLE XXVIII (Continued)

- h. Any grievance occurring during a period between the termination date of this Agreement and the effective date of a 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 5. Miscellaneous Provisions, Grievance Procedure

- 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. Four (4) copies of all forms for filing grievances and other related documents shall be made; one for the grievant, one for the Building Principal, one for the Board of Education, and one for the Association. The design and format for such forms shall be the responsibility of the Superintendent or his designate and the Chairman of the Grievance Committee. The Superintendent or his designate shall be responsible for the maintenance and distribution of an adequate supply of such forms and documents to facilitate the operation of the procedures as set forth herein.
- D. Rights to Representation: The grievant may be represented at all meetings, hearings, steps, and stages of the grievance by another teacher. Provided, however, no teacher in any event 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 as defined in Section 3, Paragraph E, of this Article.
- E. 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

ARTICLE XXVIII (Continued)

provided other teachers are personally affected by that alleged grievance.

- F. When time limits have been exceeded, by either party at any level, then the grievance is considered resolved at the previous level in favor of the last party who reacted within the specified time limits. Grievances which are adjudicated and resolved because the time limits at a particular step were exceeded shall not be considered as establishing precedence on the merit of the alleged grievance.
- G. All information to be presented and used in the processing of a grievance shall be made available to both sides by the Board and by the Association.
- H. The Board and the Association both recognize the prime responsibility of the staff of the Avondale School District is the education of the Avondale students. It is further recognized by both parties that interruption in class routine, absence of staff members, or any deviation in planned routine is deleterious to this education. In view of this, both parties agree that grievances will be processed outside of regular class time.
- I. When agreement is reached at Levels One, Two, Three, or Four, the agreement shall be reduced to writing and both parties shall sign.
- J. Nothing contained herein shall be construed to prevent any individual from presenting a grievance and having that grievance adjusted without the intervention of the Association. Provided that the teacher does not obtain satisfaction with that adjustment, it shall be subject to review at the request of the teacher and the Association.

ARTICLE XXIX

MANAGEMENT RIGHTS

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

- A. to the executive management and administrative control of the school system and its properties and facilities, and the professional supervision and evaluation of its teachers;

ARTICLE XXIX (Continued)

- B. to hire all teachers and, subject to the provisions of Law and this Agreement, to determine their qualifications 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 Board;
- 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.

Section 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, 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 XXX

ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1. The Association shall have a total of ten (10) work days with the option for AEA to pay for an additional four (4) days annually without loss of salary or leave days to be used by its officers for official Michigan Education Association functions. Procedure for use of these days shall be the same as that required for use of personal leave days.

Section 2. The Association shall be given permission to use rooms and equipment in school buildings for meetings. However, the Board makes no guarantee that such buildings and equipment, or rooms, will be available. Written notice of request for use must be sent to the Office

ARTICLE XXX (Continued)

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) hour notice 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 Board, such as extra employment of custodians, care, set up, or clean up, shall be borne by the Association. Any work done by the Association must be done in a neat and orderly manner.

- Section 3. Association business shall not be conducted in the presence of students. Outside resource people or non-employees are not to enter any building unless they are participating in a meeting for which previous clearance has been given.
- Section 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 communications shall be made available immediately to the Superintendent and the Principals of the buildings in which they are distributed.
 - C. Private communications between professional educators may be sealed.
- Section 5. The Board shall make available for inspection to the Association, upon its written request, any and all public information, statistics, and records relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.
- Section 6. 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.

ARTICLE XXXI

TEACHER RIGHTS

Section 1. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in professional negotiations and other activities designed for mutual aid and protection.

Section 2. Teachers shall have the right to join any teacher organization.

Section 3. The Board agrees not to discriminate against any teacher with respect to hours, wages, or any terms and/or conditions of employment by reason of his membership in a teachers' organization or his participation in any lawful activities of a teachers' organization in collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

Section 4. A teacher may send to the Office and/or temporarily exclude for a class/subject period, in accordance with the Building Policy, a student or students who disrupt the orderly process of the classroom provided that the teacher furnishes to the Principal as promptly as his teaching responsibilities will allow, but by the end of his (the teacher's) teaching day, the full particulars of the incident in writing on the appropriate form provided for this reporting. See Appendix.

An exclusion of longer than one class/subject period shall be at the discretion of the Building Administrator.

Although corporal punishment is permitted under the General School Code of Michigan, it should be used with restraint, and, as a rule, only after other measures have failed to correct or improve a particular situation. Conditions under which corporal punishment may be used shall be discussed by each principal with his staff.

Section 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, or does not apply to lunch and milk money, picture money, student insurance, or other collections which are typically school oriented (such as, Junior Scholastic).

ARTICLE XXXII

TEACHER RESPONSIBILITIES

- Section 1. The teacher accepts responsibility to strive for excellence in teaching and agrees to take advantage whenever possible of opportunities for continually improving his teaching skills and his professional relationships with children.
- Section 2. The Association and the Board accepts as its primary responsibility the providing of a high quality and continuous educational program for students appropriate to the individual needs and interests.
- Section 3. The teacher agrees to faithfully uphold the rules, regulations, policies, and practices of the Board which do not conflict with this agreement or Michigan law.
- Section 4. 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. The Association and building administration shall be responsible for the supervision and maintenance of the bulletin board materials.
- Section 5. The Board will arrange an annual clinic in September of each school year for tuberculin testing of Avondale staff. The cost will be assumed by the Avondale School District. If the Avondale staff member does not avail himself of this free tuberculin testing clinic, he will provide the Personnel Office, or his building principal, with evidence of freedom from tuberculosis within two (2) weeks after the beginning of the school year or within two (2) weeks after the beginning employment. Failure to provide this evidence will result in the employee's immediate layoff without pay.
- Section 6. No teacher will engage in Association activities during employee working hours without prior administrative approval.
- Section 7. While community issues may be discussed appropriately during class time, the Association and the Board will attempt to prevent the involvement of children in possible Association and Board controversies.
- Section 8.
- A. The Board, upon recommendation of a committee comprised of three (3) teachers and one (1) administrator, may at its own expense engage the services of three (3) physicians suggested by the Oakland County Medical Association for an appropriate medical

ARTICLE XXXII (Continued)

examination to determine a teacher's fitness to effectively and successfully perform his assigned duties.

- B. At the beginning of the school year, three (3) tenure teachers will be elected by the teachers in that building. These teachers may request a medical examination for any teacher within that building. The administrator may also request such an examination. Both groups must concur before such examination actually occurs.
- C. If said teacher is found to be unfit, the teacher shall be placed on medical leave. While on medical leave, all fringe benefits (such as hospitalization) shall be available to him including LTD.
- D. When said teacher is declared fit to resume his teaching duties by a panel of three (3) doctors, the teacher shall be rehired at his present or similar position. All examination costs will be borne by the Board.
- E. The Board must approve the committee request for an examination.

Section 9. Teachers shall exercise reasonable care of school materials, equipment, and facilities assigned to them.

Section 10. Teachers shall seek and accept instructional assistance when needed in order to improve their teaching performance.

Section 11. Teachers shall be responsible for the maintenance and completion of all school records related to their assigned pupils as may be required by the Board.

Section 12. Teachers recognize that their primary job is teaching.

ARTICLE XXXIII

AVONDALE SCHOOL DISTRICT RETIREMENT POLICY

All employees who have reached the age of fifty-five (55) and who qualify for retirement benefits under the State retirement plan (Michigan Public School Employees' Retirement Fund) and who elect to exercise their benefits under the State retirement plan may petition the Avondale Board of Education for permission to retire. If this request for retirement is approved by the Avondale Board of Education, then the teacher shall receive pay at their pay rate at the time of retirement for one-fourth ($1/4$) of the number of sick leave days

ARTICLE XXXIII (Continued)

accumulated up to a maximum payment of thirty (30) days. This amount shall be returned to the Avondale School District if the retiree returns to full time teaching.

All employees who have reached the age of sixty (60) or older and who qualify for retirement benefits under the State retirement plan (Michigan Public School Employees' Retirement Fund) and who elect to exercise their benefits under the State retirement plan may petition the Avondale Board of Education for permission to retire. If this request for retirement is approved by the Avondale Board of Education, then the teacher shall receive pay at their pay rate at the time of retirement for one-half (1/2) of the number of sick leave days accumulated up to a maximum payment of sixty (60) days.

In either case, this pay is granted by the Avondale Board of Education to these employees with compliments for his years of loyal service to the students of the Avondale School District.

In no case can a teacher teach beyond the year in which he reaches sixty-five (65) years of age without prior Avondale Board of Education approval.

ARTICLE XXXIV

MISCELLANEOUS PROVISIONS

- Section 1. The Board shall maintain an adequate list of substitute teachers. Teachers shall be informed of an Avondale area telephone number which they may call to report unavailability for work. Calls shall be made by teachers at least sixty (60) minutes prior to the time they are scheduled to report to their building. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- Section 2. This Agreement shall supersede any rules, regulations, or practices of the Board 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 Board.
- Section 3. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed not valid and subsisting

ARTICLE XXXIV (Continued)

except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 4. Because every building has problems particular to itself due to facilities, personnel, and the public, the involved professional personnel are encouraged to jointly and democratically develop solutions to the common building problems which are not inconsistent with State Law, School Board Policy, this Agreement, or other higher authority.

Section 5. 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. 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 6. A current, up-to-date Personnel Policy Handbook (Master Contract) shall be compiled and distributed to all professional staff at the start of every school year by the Superintendent. Each Principal will issue a building policy handbook to each teacher at the beginning of the school year or when the teacher begins employment.

Section 7. The Avondale School District and the Avondale Education Association will abide by all Federal, Michigan, local laws and Board Policy.

ARTICLE XXXV

CONTINUITY OF OPERATIONS

Section 1. Nothing in this agreement will require the Board to keep schools open in the event of an act of God or during inclement weather as determined by the Superintendent or his designate.

Section 2. If the Board, through the Superintendent, determines that schools due to inclement weather, are to be closed, then teachers will be expected to report to their assignments or to a designated location. If it is impossible for a teacher to get to his assignment, then he is asked to either call his school or the central office to report the reason for his inability to reach his assignment.

ARTICLE XXXV (Continued)

- Section 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 4. Teachers may be asked to sign a statement attesting that their absence was due to inclement weather and that they were unable to report to their assignment.

ARTICLE XXXVI

NO STRIKE CLAUSE

- Section 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 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 the full, faithful and proper performance of his contractual duties, or who refuses to participate in any of the activities prohibited by this Article.
- Section 3. In the event of any violation of this Article, the Association will exert every reasonable effort to cause the Avondale teacher to promptly cease such action.
- Section 4. The Board will not refuse any teacher the right to enter his regularly assigned classroom and to perform his 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 students are not absent as a result of striking Avondale teachers.

ARTICLE XXXVII

DURATION OF AGREEMENT

- Section 1. This agreement shall be effective as of July 1, 1972, and shall continue through June 30, 1975.
- Section 2. This agreement shall not be extended orally and it is expressly understood that it shall expire on June 30, 1975.
- Section 3. Since this is a three (3) year contract all items that are fixed as dollar amounts will be increased four percent (4%) on July 1, 1973 and July 1, 1974. This will include such items as Summer School Pay, Driver Education Pay, and substitution by regular staff.

ARTICLE XXXVIII

NEGOTIATION PROCEDURES

- Section 1. Negotiations for a new contract will begin on April 1, 1975.
- Section 2. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and 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.
- Section 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 or take any other lawful measures it may deem appropriate in order to resolve the impasse.

FOR THE BOARD:

President Herbert E. Mills (Signed)

Superintendent William H. Saville (Signed)

Assistant Superintendent
& Chief Negotiator Hobart H. Jenkins (Signed)

FOR THE ASSOCIATION:

President Vivian Morrow (Signed)

Chairman, A.E.A.
Negotiating Team Harold Strayer (Signed)

AVONDALE SCHOOL DISTRICT

TEACHERS' SALARY SCHEDULE
1972-73

STEP	BA	BA+15	BA+25	MA	MA+15	MA+30	PhD.
1	8,400	8,600	8,850	9,000	9,300	9,600	9,900
2	9,100	9,308	9,516	9,800	10,192	10,504	10,816
3	9,620	9,932	10,088	10,660	10,920	11,232	11,440
4	10,140	10,556	10,660	11,388	11,648	11,960	12,272
5	10,660	11,180	11,388	12,116	12,428	12,688	13,000
6	11,180	11,804	12,116	12,844	13,104	13,416	13,832
7	11,752	12,480	12,844	13,624	13,884	14,196	14,716
8	12,376	13,104	13,624	14,352	14,612	14,924	15,236
9	13,000	13,728	14,352	15,132	15,340	15,652	15,912
10	13,624	14,352	15,080	15,860	16,172	16,380	16,640
11	14,352	14,976	15,808	16,640	16,952	17,264	17,576

AVONDALE SCHOOL DISTRICT

TEACHERS' SALARY SCHEDULE

1973-74

STEP	BA	BA+15	BA+25	MA	MA+15	MA+30	PhD.
1	8,736	8,944	9,204	9,360	9,672	9,984	10,296
2	9,464	9,680	9,897	10,192	10,600	10,924	11,249
3	10,005	10,329	10,492	11,086	11,357	11,681	11,898
4	10,546	10,978	11,086	11,844	12,114	12,438	12,763
5	11,086	11,627	11,844	12,601	12,925	13,196	13,520
6	11,627	12,276	12,601	13,358	13,628	13,953	14,385
7	12,222	12,979	13,358	14,169	14,439	14,764	15,305
8	12,871	13,628	14,169	14,926	15,196	15,521	15,845
9	13,520	14,277	14,926	15,737	15,954	16,278	16,548
10	14,169	14,926	15,683	16,494	16,819	17,035	17,306
11	14,926	15,575	16,440	17,306	17,630	17,955	18,279

The 1974-75 salary schedule will be derived by increasing each step of the 1973-74 salary schedule by the Cost of Living Index percentage figure for the month of July, 1974, for the Detroit-Metropolitan Area. This figure, (which is a percentage comparison of the Consumer Price Index of July, 1973, to the Consumer Price Index figure of July, 1974) is issued by the Federal Bureau of Labor.

SCHOOL CALENDAR
1972-73

SEPTEMBER	5	TUESDAY	Pre-School Conference - Teachers Report
	6	WEDNESDAY	Students Report - Regular Classes
	29	FRIDAY	Official Fourth Friday Membership Day
NOVEMBER	10	FRIDAY	End of 1st Marking Period
	15	WEDNESDAY	Report Cards
	16	THURSDAY	Parent-Teacher Conference (Grades K - 12)
	17	FRIDAY	Parent-Teacher Conference (Grades K - 12)
	23	THURSDAY	THANKSGIVING Recess - School Closed
	24	FRIDAY	School Closed
DECEMBER	22	FRIDAY	Winter Recess Begins at End of School Day
JANUARY	2, '73	TUESDAY	Classes Resume at Scheduled Time
	19	FRIDAY	End of 1st Semester
			Records Day (students dismissed in p.m.)
	22	MONDAY	Second Semester Begins
MARCH	30	FRIDAY	End of 3rd Marking Period
APRIL	20	FRIDAY	GOOD FRIDAY - School Closed
			Spring Recess Begins
	30	MONDAY	Classes Resume at Scheduled Time
MAY	28	MONDAY	MEMORIAL DAY - School Closed
JUNE	7	THURSDAY	Last Day of Classes for Students
	8	FRIDAY	Records Day - School Closed for Summer

Days of Instruction - 180
Teachers on Duty - 184

The School Code of Michigan states that the following days are to be observed "by proper and appropriate commemorative exercises, or by arranging the school work to teach the significances of these days, and such days shall not be considered as legal holidays for schools."

September 17	Adoption of the Federal Constitution
October 12	Columbus Day
October 21	Carleton's Birthday
October 27	Theodore Roosevelt's Birthday
November 11	Veteran's Day
February 12	Lincoln's Birthday
February 22	Washington's Birthday

SCHOOL CALENDAR
1973-74

SEPTEMBER	3	MONDAY	LABOR DAY
	4	TUESDAY	Teachers Report
	5	WEDNESDAY	Students Report
NOVEMBER	15	THURSDAY	Parent-Teacher Conference (Grades K - 12)
	16	FRIDAY	Parent-Teacher Conference (Grades K - 12)
	22	THURSDAY	THANKSGIVING Recess - School Closed
	23	FRIDAY	School Closed
DECEMBER	21	FRIDAY	Winter Recess Begins at End of School Day
JANUARY	2, '74	WEDNESDAY	Classes Resume at Scheduled Time
	18	FRIDAY	End of 1st Semester
			Records Day (students dismissed in p.m.)
	21	MONDAY	Second Semester Begins
APRIL	12	FRIDAY	GOOD FRIDAY - School Closed
	22	MONDAY	Spring Recess Begins
			Classes Resume at Scheduled Time
MAY	27	MONDAY	MEMORIAL DAY - School Closed
JUNE	7	FRIDAY	Last Day of Classes for Students
	10	MONDAY	Records Day - School Closed for Summer

Days of Instruction - 180
Teachers on Duty - 184
-

The School Code of Michigan states that the following days are to be observed "by proper and appropriate commemorative exercises, or by arranging the school work to teach the significances of these days, and such days shall not be considered as legal holidays for schools."

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October 12	Columbus Day
October 21	Carleton's Birthday
October 27	Theodore Roosevelt's Birthday
November 11	Veteran's Day
February 12	Lincoln's Birthday
February 22	Washington's Birthday

SCHOOL CALENDAR
1974-75

SEPTEMBER	2	MONDAY	LABOR DAY
	3	TUESDAY	Teachers Report
	4	WEDNESDAY	Students Report
NOVEMBER	14	THURSDAY	Parent-Teacher Conference (Grades K - 12)
	15	FRIDAY	Parent-Teacher Conference (Grades K - 12)
	28	THURSDAY	THANKSGIVING Recess - School Closed
	29	FRIDAY	School Closed
DECEMBER	20	FRIDAY	Winter Recess Begins at End of School Day
JANUARY	6, '75	MONDAY	Classes Resume at Scheduled Time
	24	FRIDAY	End of 1st Semester
	27	MONDAY	Records Day (students dismissed in p.m.) Second Semester Begins
MARCH	28	FRIDAY	GOOD FRIDAY - School Closed Spring Recess Begins
APRIL	7	MONDAY	Classes Resume at Scheduled Time
MAY	26	MONDAY	MEMORIAL DAY - School Closed
JUNE	11	WEDNESDAY	Last Day of Classes for Students
	12	THURSDAY	Records Day - School Closed for Summer

Days of Instruction - 180
Teachers on Duty - 184

The School Code of Michigan states that the following days are to be observed "by proper and appropriate commemorative exercises, or by arranging the school work to teach the significances of these days, and such days shall not be considered as legal holidays for schools."

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November 11	Veteran's Day
February 12	Lincoln's Birthday
February 22	Washington's Birthday

Student

Teacher

School

Class and/or Grade

Date _____

Time

INCIDENT (State Actual Happenings)

Teacher

DISPOSITION

Principal and/or Assistant Principal

Date _____