

MASTER AGREEMENT

2012 - 2013

AVONDALE SCHOOL
DISTRICT
AND
AVONDALE EDUCATION
ASSOCIATION, MEA/NEA

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ARTICLE 1 - PREAMBLE

Section 1.1

This Collective Bargaining Agreement entered into 13 September 2010, by and between the Board of Education of the Avondale School District, hereinafter called the "District", and the Avondale Education Association, an affiliate of the MEA/NEA, hereinafter called the "Association".

Section 1.2

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

ARTICLE 2 - RECOGNITION

Section 2.1

The District hereby recognizes the Association as the sole and exclusive negotiating representative for all certificated/endorsed personnel under contract, or on a District approved leave, including, but not limited to, all teachers in grades pre-school through twelfth (12th), including special education, guidance counselors, departmental chairpersons, media specialists, school diagnosticians, school social workers, teachers of the speech and language impaired, physical therapist, occupational therapist, instructional support specialist, reading consultant, and all paid positions as set forth in Article 10, but excluding all non-teaching positions set forth in Article 10, who are not otherwise members of the Bargaining Unit, administrative, supervisory and executive personnel. The excluded personnel include, but are not limited to, the following: Superintendent, Principals, Assistant Principals, Chief Academic Officer, Chief Financial Officer, Human Resources Coordinator, Director of Student Services and Labor Relations, and Supervisor of Student Services.

Section 2.2

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

Section 2.3

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

Should the District engage either an outside agency or the services of an individual on a sub-contracting (non-employee) basis, it may do so only if a qualified current Bargaining Unit member, whether on layoff or actively working, is unable or unwilling to provide the service. The Bargaining Unit member will not provide the service if doing so creates a conflict with his/her existing assignment.

The Bargaining Unit member may not provide the service if doing so required more than a full-time assignment.

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

General education classroom teachers, including counselors, media specialists, and support teachers, duties will not be sub-contracted.

Special education support services other than those funded by federal programs will not be sub-contracted for an extended period of time. (Extended period of time is one (1) year or more.)

Section 2.4

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

Section 2.5

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

Section 2.6

The individual contract executed between each teacher and the District is subject to the terms and conditions of this Agreement, and it is intended that this Article take precedence over and govern the individual contract and the individual contract is expressly conditioned upon this Article. A copy of any individual special short-term contract will be given to the AEA president upon request.

ARTICLE 3 - PROFESSIONAL RESPONSIBILITY

Section 3.1

Teachers will sign and deliver to the Association an assignment authorizing deduction of membership dues, assessments, of the Association (including National Education Association and the Michigan Education Association) in eighteen (18) equal amounts. The other seventeen (17) equal deductions will be taken until the total required dues and assessments are paid. The Association will notify the District on or before September 15 of each school year of the total amount of all dues, assessments, to be deducted for that particular year from each Association member. If this total amount of all dues, assessments, is changed after September 15, the Association will notify the District at least twenty (20) days before the first deduction of the new amount. In the event that the Association levies any form of percentage dues, those percentage dues will be deducted per pay until the maximum amount dues deduction has been reached.

Section 3.2

On or about the fifteenth (15th) day of August of each school year, the Association will notify the District of the amount of the annual dues and assessments payable by non-members pursuant to Section 10(1)(c) and (2) of the Public Employment Relations Act. The District will thereupon deduct such amounts in seventeen (17) equal installments, as nearly as may be possible, from the paychecks of each teacher who has executed an individual contract of employment, continuing or probationary, and promptly pay such

amount to the Association. Upon remitting such amounts, the District will have no further liability or responsibility.

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

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

Section 3.3

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

Section 3.4

In the event that such an authorization is not executed by each teacher and presented to the Avondale Education Association, the District will, within thirty (30) days following notice from the Association, begin deducting the representation fees as provided in this Agreement.

Section 3.5

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

Section 3.6

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

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

The individual contracts issued will be returned to the personnel office on or before the 10th calendar day after issuance.

Section 3.7

The District will provide the Association with a list of dues, and assessments being deducted shortly after the first payroll. These dues and assessments will be remitted to the

Association within seven (7) calendar days after the deduction. The District will furnish the Association monthly at the Association Uniserv office the name and building assignment of any teachers hired, terminated or otherwise removed from the payroll.

ARTICLE 4 - PROTECTION OF TEACHERS

Section 4.1

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

Section 4.2

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

Section 4.3

If a teacher will suffer loss of damage of personal property or clothing while on assigned duty in a scheduled school activity or arising from his/her assigned duty at a scheduled school activity through an overt or aggressive act of an Avondale student, parent, guardian, sibling, relative, or friend of students, unidentified person, and/or former students, and through no negligent activity of the teacher, the District agrees to reimburse teachers for such loss. It is further understood that this loss or damage will be restricted to items of personal property or clothing on the teacher at the time of such loss. For example: watches, rings, glasses, and article or attire. This reimbursement is not designed to doubly compensate the teacher for loss of personal property.

Section 4.4

If any Avondale teacher is complained against or sued because of action taken by said teacher while in proper and appropriate pursuance of his/her education duties, including supervision or sponsoring school related activities, the District will provide proper and legal counsel and render all necessary assistance to the teacher in his/her defense. Up to ten (10) days of time lost by the teacher in his/her defense of this action will not be charged against the teacher.

Section 4.5

Any complaint directed toward a teacher which is serious enough to be included in that the teacher's evaluation will be called to the teacher's attention as soon as possible, but in

no event beyond five (5) calendar days of the receipt of complaint, or mailed to the teacher's last known address.

Section 4.6

Teachers will be expected to exercise reasonable care with respect to the safety of pupils and property, but will not be individually liable except in the case of gross negligence and then only to the extent as provided in Section 4.7.

Section 4.7

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

Section 4.8

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

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

Section 4.9

The District will provide a designated hardtop parking area near the High School separate from students and visitor parking for the high school employees. In addition, the high school teachers will have immediate access to the school hallway doors closest to the staff parking area.

Section 4.10

The District and Association recognize and support the right of parents/legal guardians to observe instruction. It is important for parents/legal guardian to be interested and involved in their child's education. In order to protect the rights of all children in the classroom the following guidelines have been established to assist parents who may wish to observe classroom instruction.

- A. Requests to observe classroom instruction are directed to the building principal. The building principal will notify the teacher in private of the request to observe the classroom. The building principal and the teacher will schedule the observation at a mutually agreed time.
- B. Prior to the observation the building principal will make the parents/legal guardians aware of the following guidelines:
 1. Seating will be at the discretion of the teacher.

2. Parents/legal guardians will not challenge the lesson, or any portion of it during the class or in front of other students.
 3. Parents/legal guardians must not interrupt the instruction.
 4. No personal questions about students will be answered during the observation, or subsequent meetings.
 5. If the parents/legal guardians wish to discuss their student(s), they may make arrangements to do so.
- C. Recording devices are permitted by prior agreement of the teacher and building principal. Recording of student public or school wide performances, plays, musicals, sporting events, graduation and costume parades is permitted if in compliance with copyright laws.

Section 4.11

The use of audio recording devices will be permitted when identified as an accommodation in a student's 504 plan. Unless otherwise stipulated in the 504 plan, the teacher will provide a copy of the audio recording tape for the student as soon as possible after the conclusion of the class. If the 504 plan requires the student to operate his/her recording device, the district will provide the teacher with the necessary recording equipment to ensure the teacher will also have a copy of the lesson.

Section 4.12

The District shall provide appropriate assistance in the form of investigation, due process and student discipline to teachers who are affected by students who violate the student code of conduct and/or Board policy.

ARTICLE 5 - TEACHER EVALUATION

Section 5.1

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

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

Section 5.2

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

Confidential communications such as the files furnished by a College Placement Office may not be shown to a teacher. However, should it be necessary to remove the

confidential material temporarily, (while a teacher reviews the remainder of the files) then it will be removed and replaced in the presence of an Association Representative.

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

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

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

Section 5.3

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

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

Section 5.4

Official observations per Section 5.7 will be conducted by the teacher's immediate supervisor. Any classroom instruction/skills must be viewed as a result of an official observation in order for it to be used on a Summative Evaluation Report. However, appropriate non-Bargaining Unit resource people may be utilized by the Superintendent or designee. In addition, at a teacher's request, observation(s) will be made by another school district supervisor appointed by the Deputy Superintendent of Instruction. In addition, the teacher and his/her supervisor may mutually agree to allow outside consultants in the field of education to perform observations.

Section 5.5

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

Section 5.6

The teacher and evaluator will meet to review the formative evaluation at least five (5) work days before the review of the summative evaluation. Every summative evaluation must be preceded by a formative evaluation. Every formative evaluation does not require a summative evaluation.

Section 5.7

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

Section 5.8

No later than December 15 and April 15 of each school year, a summative written evaluation report will be furnished to all probationary teachers covering the respective semesters. The Superintendent or designee will receive a copy of this evaluation report on all probationary teachers. Probationary teachers also includes teachers not covered by the Tenure Act with less than two (2) years of seniority.

Section 5.9

No later than April 25 of each school year, the summative written evaluation report will be furnished to tenure teachers covering the current school year. Tenure teachers will be evaluated at least once every three (3) years. An immediate supervisor may require an annual evaluation of specific teachers if the teachers received four (4) or more "needs to improve" rating on the previous year's Summative Written Evaluation Report. The Superintendent or designee will receive a copy of this evaluation report on all tenure teachers. Tenure teachers also includes teachers not covered by the Tenure Act with two (2) years or more of seniority.

Section 5.10

Any deficiency in teaching performance determined in a Formative Evaluation or Summative Evaluation will be explained thoroughly to the teacher. Following the explanation, the teacher will be given a minimum of eighty (80) student days to correct the deficiency. The Performance Improvement Plan (PIP) will be mutually developed by the teacher and the administrator. It is the purpose of the Performance Improvement Plan (PIP) to set expectations for the teacher. These expectations are meant to improve a teacher's performance. The Association President will be notified of any teacher in this category.

During this time period, there will be at least one (1) discussion regarding the teacher's progress. At the end of said time period, the administrator and the teacher will meet and determine the teacher's progress. If the administrator determines that more work is necessary, he/she may formulate additional performance objectives for the teacher to accomplish within the first eighty (80) student days of the next semester.

However, it will be the administrator's prerogative to initiate a Teacher Assistance Plan (TAP) in order to correct serious deficiencies that were previously identified. The TAP will be drafted by the administrator in consultation with the teacher. The teacher will be given a minimum fifty (50) student days to correct the serious deficiency. The Association President will be notified of any teacher on a Teacher Assistance Plan (TAP).

Section 5.11

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

Section 5.12

If a teacher is not provided the evaluation report in the time limit set forth in Sections 5.8 and 5.9 above, it will be considered as being evidence that the teacher's performance is at least satisfactory.

Section 5.13

If an administrator is going to recommend to the District the termination of a teacher, said teacher will be advised of the recommendation and reasons for same, in writing, at least ten (10) days prior to the recommendation being sent to the District. The Association will also be notified. If requested by the teacher or Association, the administrator involved and the Superintendent or designee will meet prior to the recommendation being sent to the Board. If a probationary teacher is being dismissed, the teacher can choose to request an open or closed hearing with the Board of Education prior to their decision on dismissal.

Section 5.14

A personal interview with the teacher being evaluated in order to review the evaluation will be held by the building administrator prior to the submission of the evaluation report to the Superintendent or designee. At this meeting the building administrator and the teacher being evaluated may, at their option, have one representative (Association Representative and/or administrator) in attendance. The request for representation will be honored within twenty-four (24) hours or on the next scheduled workday. This time limitation may be mutually waived. Prior to the personal interview, the teacher will have

had opportunity to review his/her evaluation report. All evaluations will be based upon valid criteria for evaluating professional growth.

Section 5.15

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

Section 5.16

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

Section 5.17

No teacher will 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 will be done privately and not before any students, parents, or other teachers except as provided in Section 5.3.

Section 5.18

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

Section 5.19

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

Section 5.20

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

Section 5.21

First year probationary teachers may be non-renewed without the completion of the PIP/TAP process.

Section 5.22

By September 15, the principal will inform each teacher, in writing, what evaluation method will be used for the formative evaluation, (i.e. ITIP). The administration will provide to the teacher the rationale for placing him/her on the formative-summative evaluation model. The information will include a description of the method, a definition of terms, how the criteria are measured, and other factors the principal believes relevant. The principal will review the evaluation information with the teacher at least ten (10) days prior to the first observation. If the teacher requests additional time to become comfortable with the evaluation method, an additional ten (10) days prior to the first observation will be provided.

Section 5.23 Goals Based Evaluation

1. Any tenure teacher or teacher not covered by the Tenure Act with two (2) or more years of service may be evaluated using this procedure. By September 15, the principal will notify each teacher who is to be evaluated using this procedure.

Tenured teachers, at their option, can then select the formative-summative evaluation model in lieu of the goals based evaluation model for the purpose of professional growth.

2. The goal setting process will be based on goals for the teacher as mutually determined by the teacher and principal. By October 15, the principal will schedule a meeting with the teacher to discuss the teacher's goals for the evaluation. The discussion will address the goals and the standard to be applied to measure attainment of the goals. Each teacher will select one (1) or two (2) goals.
3. The teacher's goals can be derived from any source including: the school district goals, school-level goals, teacher's ideas, principal's ideas and other sources for personal professional growth. It is planned that the goals will be mutually agreed to by the teacher and the principal, however, if the teacher and principal cannot agree, the matter will be reviewed by the Goals Review Committee (provided below).
4. There will be at least one (1) progress meeting between the teacher and principal at about the mid-point in the cycle. Additional meetings may occur at the request of the teacher or the principal. Any revisions to the goals will be of mutual agreement between the principal and the teacher.
5. If the principal does not complete the evaluation procedure as required, the teacher will be considered at least satisfactory. The teacher will be placed on the evaluation cycle as if the evaluation cycle had been completed.
6. A change in circumstances for the teacher after the evaluation cycle begins will not cause the goals to be changed or the date for completion to be changed except by the teacher. As used here, a change in circumstances includes such events as change in building assignment, change in principal, change in grade assignment, and a change in subject matter taught.
7. If the teacher and principal are unable to mutually establish goals for the teacher, the matter will be submitted to the Goals Review Committee composed of two (2) administrators and two (2) teachers. The AEA will select the two (2) teachers and two (2) teacher alternate members. The administration will select the two (2) administrators and two (2) administrator alternate members. Two (2) teachers must be present at a meeting of the Goals Review Committee to transact business. A majority decision is necessary for implementation. If agreement is not reached by the Goals Review Committee, the formative/summative evaluation method will be used to evaluate the teacher.
8. The principal will complete the district provided forms for establishment of goals, midpoint review and final review based on the progress and completion of the established goals. The final report must be presented to the teacher by April 15 and will be considered the teacher's evaluation.

Section 5.24

The "Three Minute Walk Through Process" will not be used as a part of a teacher's evaluation

Section 5.25

Effective September 1, 2009, a committee composed of three (3) members for the Board and three (3) members for the Association will meet to review best practices in evaluation and will report back to both parties by April 1, 2010 for negotiations.

Section 5.26

Effective September 1, 2009, a committee composed of three (3) members for the Board and three (3) members for the Association will meet to review the probationary evaluation process and will report back to both parties by April 1, 2010 for negotiations.

ARTICLE 6 - TEACHING CREDENTIALS

Section 6.1

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

Section 6.2

In order to comply with Section 1119 of the Elementary and Secondary Education Act (ESEA) also known as the No Child Left Behind Act (NCLB), teachers will be required to be "highly qualified" in their area of teaching in compliance with State and Federal Regulations. In the event that the laws are repealed or amended so as to not require the concept of "highly qualified", this section shall be void.

If a teacher's mandated "highly qualified" status does not allow him/her to be placed into any assignment, he/she will be placed on an unpaid leave of absence.

Section 6.3

The parties establish the district-wide Professional Development Assessment Team (PDAT). The PDAT shall be composed of four (4) members; two (2) administrators appointed by the Superintendent and two (2) teachers appointed by the Association. The PDAT shall make a determination whether a teacher has become "highly qualified" through the portfolio method. An individual portfolio utilizing the approved form shall be completed by a teacher for each subject area in which the teacher wants to demonstrate his/her highly qualified status.

The portfolio assessment shall be conducted by the PDAT using the Michigan Content Area Portfolio Guidelines. If the PDAT fails to indicate that competency has been demonstrated by the portfolio in all four of the categories, the PDAT will indicate on the approved form how the portfolio must be improved in order to demonstrate competency in all four categories. A teacher may resubmit his/her revised portfolio until competency is demonstrated in all four categories. The teacher must submit the completed Portfolio Assessment Report to the Superintendent or designee.

Section 6.4

A teacher whose certification expires will be allowed to be a permanent substitute in the AEA bargaining unit position and paid BA Step 1 for no longer than the end of the first marking period. Thereafter the teacher, if the teaching certificate has not been renewed, will be placed on an unpaid leave of absence.

If during the first marking period, the teacher has renewed his/her teaching certificate, then the teacher will return to the appropriate placement on the Salary Schedule.

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

Section 7.1

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

*An unofficial transcript will be accepted, pending receipt of the official transcript.

Section 7.2

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

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

ARTICLE 8 - OUTSIDE DEGREE EXPERIENCE ALLOWANCE

Section 8.1

For new employees, the District will grant up to three (3) years' salary credit based on one half year credit for each year of outside service credit. This salary credit will be granted if the new employee meets the following requirements:

- A. The employee holds or has completed requirements for a currently valid Michigan Certificate, or is state endorsed.
- B. The years for which outside salary credit is given must have been worked within the immediate past fifteen (15) years.
- C. The employee taught with a valid Michigan Certificate, or is state endorsed, or in a State with a reciprocal agreement with Michigan regarding teaching certificates.

- D. The Bargaining Unit work experience was in a public or private school/agency. If the work experience was in a private school/agency, the employee must have been state certified/licensed/endorsed for the assignment.
- E. Previous work experience must be claimed before employment.
- F. Any outside experience granted to an employee will not be reflected in his/her contract until officially verified by his/her previously employing school or school district. Upon verification, outside experience will be retroactive to the date of employment.

Section 8.2

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

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

Section 8.3

The District will amend Section 8.1 to not grant outside salary credit for the duration of current agreement.

ARTICLE 9 - PAY SCHEDULE-SALARY COMPUTATION

Section 9.1

Teachers may elect to have their pay spread over the longer number of pay periods twenty-six (26) or twenty-seven (27) pays. The exact number of pay dates will be determined by the school year calendar. The pay schedule for each school year (Appendix A) is part of this Agreement. A teacher will participate in the direct deposit payroll program provided by the District using the services of Automated Clearing House (ACH). This program will allow the teacher to select up to four U. S. banks, credit unions, or savings and loan institution which participates in ACH transactions for deposit of payroll. The District will not charge the teachers for this service. Amendments may be made to the teacher's designation of the amount and destination of the deposit at anytime during the year, provided such change is made at least four (4) work days prior to a schedule pay date.

The District will convey the deposit information to the ACH in accordance with the requirements of the District's banking institution.

The Appendix A1 2010-11 salary schedule is frozen at the Letter of Understanding (June 20, 2011) 1.5% pay cut level for the duration of this Collective Bargaining Agreement. The 2012-13 Letter of Understanding is attached to this negotiated Collective Bargaining Agreement.

For the 2012-13 school year there will be a 4.25% off schedule pay decrease from the Salary Schedule with the 1.5% pay cut (Attachment B) included in the Letter of Understanding dated 6/20/2011.

This decrease will be reflected in the 2012-13 AEA Pay Schedule, Step 1-11 (Attachment C).

For the 2012-13 year, the 14 Step Salary Schedule (Attachment D) will not be activated.

When a 7% Fund Equity exists, as established by independent audit, the District and the Association will enter into the process of negotiating when and how implementation of the 14 Step schedule will occur.

Section 9.2

If there is no school scheduled on a Friday pay day date (other than emergencies or acts of God) then the pay date will be moved ahead to Thursday of that week. Should a pay date fall on Friday after Thanksgiving, then the pay date will be moved ahead two (2) days to Wednesday of that week. However, in no case will the pay date be moved ahead more than two (2) days. The one week delay is for bookkeeping purposes. All paydates will be paperless and check stubs will be available electronically through a district secured site.

Section 9.3

A teacher working less than full-time will be paid a salary which is equal to the ratio of the assignment to full-time assignment. A full-time assignment at elementary is working both sessions of the student instructional day. A full-time assignment at the middle school is working five (5) student instructional periods and one (1) duty period. A full-time assignment at the high school is working five (5) student instructional periods, one period of academic center duty unless excused from the academic center as provided for in this Agreement.

A teacher's work schedule will be consecutive periods. This means a teacher working less than a full-time day; instructional/duty periods will not be broken up by a non-student period except lunch. Any non-student period will be paid as a work period. For example, a teacher with 1, 2, 3 periods as student periods will be paid 3/6 of the annual salary. A teacher with 1, 3, 4 periods as student periods and 2nd period as a non-student period will be paid 4/6 of the annual salary.

ASSIGNMENT

Work one semester
3 days per week
1/2 of each day elementary only session before
lunch break or session after lunch break
1/2 of each day for one semester
one period of instruction/duty
two periods of instruction/duty
three periods of instruction/duty

SALARY

1/2 annual salary
3/5 annual salary
1/2 annual salary
1/4 annual salary
1/6 annual salary
2/6 annual salary
3/6 annual salary

four periods of instruction/duty	4/6 annual salary
five periods of instruction/duty	5/6 annual salary

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

Daily/hourly rate will be computed by dividing the base salary by the number of teacher days in the Calendar Appendix B. Daily rate divided by 5 equals the hourly rate.

Section 9.4

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

Section 9.5

A teacher who is to be docked a day's pay will have a daily rate of docking determined by dividing the base salary by the number of teacher days in the Calendar Appendix B.

Section 9.6

A teacher who works the entire school year will be granted one increment on the salary schedule regardless whether the teacher works full time or less than full time. A teacher who completes half or more of the school year will be granted a full increment. A teacher who completes one quarter but less than half the school year will be given one half increment. A teacher who completes less than one quarter of the year will not be given an increment credit for that year. Time on sick leave counts as time toward the completion of the year or portion thereof.

ARTICLE 10 - COMPENSATION FOR EXTRA-CURRICULAR ACTIVITIES

Section 10.1

For the 2012-13 school year, all non-affiliated coaches/sponsors paid through PCMI will have a 10% reduction in pay based on the track used in Section 10.1, 10.2, 10.3, and 10.5 all AEA school district members will have a 5% reduction in pay based on the track used in Section 10.1, 10.2 and 10.3. Compensation for all extra-curricular activities will be based upon the following track with experience within the assignment used to determine salary step placement.

Years	
1-2	37,000
3-4	42,000
5-6	47,000
7-8	52,000
9-10	58,000
11	68,000

Section 10.2

Athletic Coaches' Pay Scale

A.	Asst. Athletic Dir.	8%		
B.	Coaches: Football			
	Varsity Head	12%	Grades 7/8 Heavyweight Head	6%

	Varsity Assistant	10%	Grades 7/8 Heavyweight Asst.	5%
	Jr. Varsity Head	9%	Grades 7/8 Lightweight Head	6%
	Jr. Varsity Asst.	8%	Grades 7/8 Lightweight Asst.	5%
	Grade 9	7%		
	Grade 9 Asst.	6%		
C.	Coaches: Basketball			
	Varsity Head	12%		
	Jr. Varsity Head	9%		
	Grade 9	8%		
	Grade 8	6%		
	Grade 7	5%		
D.	Coaches: Volleyball			
	Varsity Head	10%		
	Jr. Varsity	8%		
	Grade 9	7%		
	Grade 8	5%		
	Grade 7	5%		
E.	Coaches: Baseball/Softball			
	Varsity Head	10%		
	Jr. Varsity Head	8%		
	Grade 9	7%		
	Middle School	5%		
F.	Coaches: Track			
	Varsity Head	10%		
	*Varsity Asst.	7%		
	Grade 9	7%		
	M S Track	5%		
	MS Track Asst	5%		
G.	Coaches: Swimming			
	Varsity Head	10%		
	*Asst. Varsity	6%		
H.	Coaches: Wrestling			
	Varsity Head	10%		
	Varsity Asst.	8%		
	M S Wrestling	5%		
I.	Coaches: Cross Country			
	Varsity Head	7%		
J.	Coaches: Golf			
	Varsity Head	7%		
K.	Coaches: Soccer			
	Varsity Head	10%		
	Junior Varsity	8%		
	Grade 9	7%		
	Middle School	5%		

- L. Coaches: Tennis
 - Varsity Head 7%
 - Junior Varsity 4%
- M. Cheerleader Sponsor (per season)
 - Senior High (9-12)
 - *Head 4%
 - *JV 3%
 - **M S (7-8) 3%
 - * not the same person
 - **same coach
- N. Hockey 10%

Assistant positions must be filled if the squad numbers are at least thirty (30).

Section 10.3

Non-Athletic Extra-Curricular Activities Pay Scale

- A. Dramatics (Secondary, Grades 9-12)
 - Musical 8% per play/musical as determined and approved by the building principal
 - Drama/Play 5% per drama/play as determined and approved by the building principal
- B. Instrumental Music (Serves during entire school year)
 - High School Marching Band 7%
 - **HSMB Percussion 4%
 - High School Jazz Band 3%
 - *High School Program Band 3%
 - H S Orchestra Pit Band 3%
 - M S Instrumental Music (Grades 7, 8) 4%
 - Elementary Band \$1000 (\$250 per building)

*Activities of Program Band at Administrators discretion
 **not the same person
- C. Vocal Music (Serves during the entire school year)
 - *High School (Gr. 9-12) 7%
 - Middle School (Gr. 7,8) 3%
 - High School Musical 2%

Elementary (Grades Pre K – 5) \$1000.00 (\$250 per buiding)
 * Activities of HS (9-12) at administrator’s discretion
- D. Building Audio-Visual Coordinator (if assigned) 3%
- E. Department Chairpersons
 1. Responsibility: Grades 9 – 12

All teachers will be assigned to a department consistent with the majority of their teaching assignments. Teachers evenly split between two (2) or more departments will select their department.

The large departments are:

 - English/Foreign Language
 - Mathematics

- Science
- Social studies
- Technology, which includes: Business, Co op and perhaps computer application
- Fine Arts, which includes: Art, Band, vocal, drama, media specialist, mass media including yearbook, journalism, and computer application if not included in technology
- Special education

The small departments are:

- Physical Education
- Counselor

2. Selection:

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

3. Appointment Duration:

Appointments are for two years.

4. Remuneration

Six percent (6%) of the salary track listed in Section 10.1 for large departments and three percent (3%) of the salary track listed in Section 10.1 for small departments.

F.	Instructional Support Specialist Contact Person	3%
G.	Middle School Faculty manager Per season for three (3) seasons	2.3%
H.	US First Club plus an additional \$1500.00 available for Assistant Club Sponsor not to exceed \$500 per assistant sponsor	6.0%
I.	Curriculum rate	\$18.00/hr
J.	In-service rate, outside regular work day/year	\$18.00/hr
K.	Future Problem Solvers Advisor	4%
L.	Color Guard	3%
M.	Art Show Presentation	3%
N.	MEAP District-Wide Faciliator	10%

Section 10.4

Staff assignments in extra-curricular activities will be made by a supplemental contract. First year teachers to the District will assume no more than two (2) concurrent extra curricular assignments that do not arise from their teaching assignment. Any academic activity assigned on an "extra basis" will have compensation determined by use of the following formula:

A teacher's hourly wage will be computed as follows:
 Base salary divided by # of days in Appendix B = daily rate

Daily rate divided by 6 = hourly rate

Section 10.5

All activities not covered in the delineated Sections 10.2, 10.3, and 10.4 of this Article which meet before or after school with advance written administrative approval and sanction by the District for at least thirty-five (35) hours per school year will receive 3%. A club sponsor will not have more than one (1) club meeting during the same time period.

Section 10.6

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

Section 10.7

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 10.8

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

Section 10.9

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.

Section 10.10

Payroll withholdings relating to extra-curricular payments will be computed in accordance with guidelines published by the Internal Revenue Service. Extra-curricular payments will be reflected as an appropriate line item on employee pay stubs.

Section 10.11

People chosen for the activities listed in Section 10.1 through 10.5 of this Agreement will be those teachers best qualified as determined by the building administrator and/or the Superintendent to fill the positions. If no qualified teacher covered by this Agreement applies, then applications may be accepted from other persons. In that situation, the administration may request input from the head coaches. After the 1994/95 school year, if the incumbent coach/sponsor is retained, the position is not vacant and will not be posted. The district will retain the right to select varsity head coaches when there is a vacancy.

Vacancies in fall positions will be posted by May 15. Vacancies in all other positions will be posted within two (2) weeks after the beginning of the school year in each school lounge and office which will be filled, and paid for at the scheduled rates, for the school year. If during the year the district plans to fill any additional positions, the Association will be notified, and the notification placed also in each school lounge and office. No one

will be asked to volunteer for any position not included in Sections 10.2, 10.3, 10.4, or 10.5

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

Section 10.12

Coaches/sponsors will be evaluated annually by the District Athletic Director/building administrator. Observations must be made during at least two (2) games. Failure to evaluate a coach/sponsor by the end of the school year is evidence that the coach's/sponsor's performance has been at least satisfactory and the coach/sponsor will be retained.

ARTICLE 11 - MILEAGE

Section 11.1

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

Section 11.2

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

ARTICLE 12 - TEACHING HOURS

Section 12.1

A full day of elementary student instruction shall be six (6) hours and nineteen (19) minutes. A half-day shall have three (3) hours and eleven (11) minutes of student instruction. All elementary (Pre-K – 5) teachers will have the assigned instructional time daily as provided in their school's schedule (not to include rotational recess duty). No elementary teacher will be required to be in his/her building more than seven (7) hours and fifteen (15) minutes daily.

Elementary students will have scheduled one fifteen (15) minute recess period before the lunch period and one fifteen (15) minute recess period after the lunch period, or a thirty (30) minute recess before or after lunch. A teacher as an alternative, may elect to have scheduled a thirty (30) minute recess before or after lunch for the thirty (30) minute recess period. All building based teachers with the principal will develop a rotational recess duty

schedule that provides for two (2) teachers to supervise all students during recess. The recess duty will be shared equally. Any teacher who does not wish to share in the recess duty schedule will be responsible for supervising his/her own class. Different grade levels will be permitted to have recess at the same time.

If, due to inclement weather, the elementary teachers do not have a recess break (not including regular rotational recess duty), the elementary teachers so affected are to be allowed to leave as soon as the buses leave with the pupils.

The elementary teachers will be guaranteed a minimum of forty-four (44) minutes daily for a duty-free lunch, except as noted in the next paragraph. Time spent in faculty meetings will be included in the time requirement above.

By a 2/3 majority vote of the teachers in any elementary school, a schedule for that school consisting of two (2) recesses of 20 minutes each and one lunch period of thirty-six (36) minutes may be instituted for any or all card marking periods. The decision to change will be made prior to the beginning of a card marking so that there is enough time to notify parents.

Section 12.2

A full day of secondary student instruction shall be six (6) hours and twenty seven (27) minutes for the high school. A half-day shall have three (3) hours and fifteen (15) minutes of student instruction. A full day of secondary student instruction shall be six (6) hours and twenty-four (24) minutes for the middle school. A half-day shall have three (3) hours and fourteen (14) minutes of student instruction. At the the middle school (6-8) and the high school (9-12), each full time teacher's daily assignment will be five (5) instructional periods which includes passing time.

The sixth assigned period at the middle school (6-8) will be an extra duty period, a team planning, and conference period, or a 6th period of classroom instruction. The sixth assigned period at the high school (9-12) will be the academic center or an alternative duty as provided for in this Agreement. If a 6th period of classroom instruction is agreed to the teacher will be paid an additional one thousand dollars (\$1000.00) per semester and if the teacher teaches a 6th period of classroom instruction for the full year, the teacher will be paid fifteen hundred dollars (\$1500.00) per semester. No more than five (5) teachers at each building may teach a 6th period of classroom instruction per semester.

In addition to this, each high school and middle school, teacher will have one (1) individual conference and planning period daily, comparable in time to a teaching or duty period and for the high school, at least a daily thirty (30) minute duty-free lunch period, for the middle school, a daily thirty (30) minute duty-free lunch period.

No high school or middle school teacher will be required to be in his/her building more than seven (7) hours and fifteen (15) minutes daily. Time spent in faculty meetings will be included in the time requirements above, except noted in Section 12.3.

At the high school the duty period will be the academic center, any non-academic center duty period will be determined by a committee of two (2) administrators and two (2) teachers. The AEA will select the two (2) teacher members and two (2) teacher alternate members. Two (2) teachers must be present at a meeting for the committee to transact business. A majority decision is necessary for implementation. The duration of the non-

academic duty assignment will be determined by the committee, not to exceed one (1) school year or the balance of the school year for assignments that do not commence at the start of the school year. The non-academic duties will be related to instruction. No more than five (5) teachers may teach a sixth period of classroom instruction per semester.

All non-academic center duty periods will be posted to the teaching staff for their consideration. Teachers interested will make their interest known to the building principal/director in writing or via email.

Section 12.3

Teachers of grades pre-K - 5 will be in their building at least seven (7) minutes before the classes begin, at their first teaching stations five (5) minutes before classes are scheduled to start, and may leave five (5) minutes after their final assignment of the day is completed.

Teachers of grades 6-8 will be in their building at least fifteen (15) minutes before classes begin, at their first teaching station ten (10) minutes before classes are scheduled to start, and may leave eight (8) minutes after their final assignment of the day is completed.

Teachers of grades 9-12 will be in their building at least ten (10) minutes before classes begin, at their first teaching station five (5) minutes before classes are scheduled to start, and may leave five (5) minutes after their final assignment of the day is completed.

If it is necessary to alter arrival and departure times for valid reasons, this may be arranged through the building principal or his/her designee. The overall effect will not change the minimum overall time of seven (7) hours and fifteen (15) minutes the teacher will spend in the building.

The building administrator may schedule up to (60) minutes per month for faculty meeting outside the seven (7) hour fifteen (15) minute work day. The agenda will be determined by a committee comprised of AEA members, building support staff, where appropriate, and building administrators. There will be no faculty meetings scheduled in June unless mutually agreed by the building administrator and the AEA committee members.

The building principal will provide to all teachers, an agenda for the faculty meeting at least one day before the meeting and notice that the faculty meeting will be held at least five (5) working days before the faculty meeting. Items may be added to the prepared agenda only by mutual agreement.

Special education staff will meet with the Special Education Director for 3 (three) after school meetings in place of the mandatory building staff meetings. These meetings will last sixty (60) minutes. The meeting schedule will be mutually developed between the Special Education Director and the building principals.

Once each semester, the Special Education Director will schedule, for special education staff, a half-day meeting. For these meetings, substitute teachers will be provided.

The schedule and agenda for all special education staff meetings will be provided five (5) work days prior to the meeting

Section 12.4

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

Section 12.5

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

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

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

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

Section 12.6

Elementary (Specialists, pre-K through 5 and special education) teachers will be provided two hundred thirty (230) minutes of planning and conference time per week for a five (5) day week in blocks of time not less than forty six (46) minutes. In the case of regular (grades Pre K through 4) classroom elementary teachers, this conference and planning time will result from the presence of specialist staff in the elementary classroom, and is exclusive of lunch, recess, and the time before and after school.

Section 12.7

Teachers will be provided time exclusive of lunch, recess, and planning time for traveling between buildings. In addition, within each building, there shall be a minimum of three minutes passing time between classes.

Section 12.8

Special education support staff will be provided in their work schedule time to prepare reports and IEP's. If a Special Education teacher attends more than two (2) IEPT meetings during his/her planning period in a week, the teacher will meet with the building principal to discuss appropriate relief such as a substitute provided.

Section 12.9

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

Section 12.10

Each semester high school teachers may form instructional teams. Instructional teams will be provided the individual planning and conference period and duty free lunch period. The duty period may be used for team planning if determined as per Section 12.2 above.

Section 12.11

Each school year elementary teachers may and their principal will determine instructional planning teams. The instructional planning teams may be multi-grade level, single grade level or subject oriented.

Section 12.12

A co-op teacher's work schedule will include duty periods for co-op responsibilities. At least two (2) of the co-op responsibility periods will be consecutive. Co-op is recognized as a preparation. Co-op teachers will not be assigned to the Academic Center.

Section 12.13

Counselors, media specialists, teacher consultants, and social workers will not be assigned a duty period.

Section 12.14

The Academic Center coordinator is a teacher. There shall be an Academic Center coordinator available for each student period.

ARTICLE 13 - TEACHING CONDITIONS

Section 13.1

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

Should schools be closed after the commencement of the student day for reasons determined by the administration, the teaching staff in the building(s) which is/are closed may leave after the students leave. The staff so affected will not be required to substitute in other buildings on the first day the building(s) is/are closed but may be assigned beginning the second day in an emergency as substitutes within their teaching level (elementary or secondary) and/or teaching subject area.

Section 13.2

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

Section 13.3

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

Section 13.4

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

Section 13.5

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

Section 13.6

Each teacher will prepare adequate daily and long term lesson plans as may be required by each building principal which are consistent with the ability level of his/her assigned class. These lesson plans will be available to the building principal, if requested. In implementing this section, supervisors will avoid regimenting teachers with regard to format and will not require teachers of like classes to present specific lessons at the same time. The format and content of the lesson plans shall be determined by the teacher and will reflect the district curriculum.

Section 13.7

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

Section 13.8

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

Section 13.9

The teacher responsible for a student's instruction in a particular course or program will determine the student's grade. No student grade will be changed without the approval of the teacher who assigned the grade. The grade may be questioned as herein provided by an authorized person. Authorized person is a student or a parent/legal guardian of a student.

- A. Prior to convening the Grade Review Panel, the administration will contact the teacher about the grade. A meeting will be held with the teacher, counselor, building administrator and parents. If the teacher does not concur with the request for the grade change the principal will advise the authorized person following the meeting, that the teacher does not concur and a Grade Review Panel may be convened.
- B. If the matter cannot be resolved, the authorized person requesting a grade change must do so in writing no later than fourteen (14) calendar days after report cards are handed out or from the date they are mailed home. At the time of request, a Grade Review Panel will be convened, and the teacher will be advised.

- C. The Grade Review Panel will meet within seven (7) business days (Monday through Friday excluding legal holidays) after the request for the review panel is provided to the principal. The Grade Review Panel will consist of three (3) teachers, selected by the Association, and one (1) Avondale Board of Education member, and the Superintendent or designee.
- D. The authorized person is to be invited to the meeting of the Grade Review Panel, and is to be provided an opportunity to make a written or oral presentation to the Grade Review Panel.
- E. The involved teacher is invited to the meeting of the Grade Review Panel, and is to be provided an opportunity to make a written or oral presentation to the Grade Review Panel.
- F. It is understood that the authorized person and teacher will meet separately with the Grade Review Panel.
- G. The decision will be made after reviewing the request and reasons supporting the request, and the teacher's reasons for non-concurrence. The Grade Review Panel's decision will be transmitted in writing to the teacher and the authorized person within seven (7) business days of the conclusion of the Grade Review Panel hearing. The district will place a copy of the Grade Review Panel's written decision in the student's CA-60 and maintain a copy in a general filed called Grade Review Panel decisions. The Grade Review Panel will notify the appropriate person in writing to change the transcript.
- H. The timelines provided may be extended upon the showing of good cause by the Grade Review Panel. It is agreed that good cause is unavailability of participants. The Grade Review Panel may adopt alternate procedures for each appeal that are consistent with this Agreement. The Grade Review Panel will set the time, duration and location for each meeting. The decision of the Grade Review Panel is binding and will be final.
- I. The Superintendent or designee will be chairperson of the Grade Review Panel. He/she will schedule the meeting and be responsible for all communications including writing the Grade Review Panel's final and binding decision.

Section 13.10

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

Section 13.11

The District will provide the Association with postings for all vacancies.

Section 13.12

A Review Board for Independent Study will be composed of one (1) high school classroom teachers selected by the high school teachers, one (1) high school administrator, selected by the Administration, the student's counselor and the Teacher being considered for the Independent Study. This Board will review applications from students who wish to receive credit for Independent Study and will approve or disapprove

each application. The Independent Study will be under the supervision of a classroom teacher. The classroom teacher must agree to the supervision and be approved by this Review Board. The student will be counted in the class load of the supervising teacher.

- A. Independent study will not be used for teacher evaluation.
- B. Class size limits will be maintained.
- C. Independent Study will be limited to no more than one student per semester per teacher. The classroom teacher may agree to accept more than one I.S. student, not to exceed class size limit.

Section 13.13

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

- A. Conferences are set forth in the school calendar, Appendix B.
- B. Each building administrator, after consulting with the Association building representative, will decide on the scheduling of hours for these conferences, not to exceed three (3) hours per session for grades 6-12 and 3.5 hours for grades K-5.
- C. Elementary Spring Conferences will take place based on necessity. Either teachers or parents may request a conference. A common notice to parents announcing the Elementary Spring Conferences will be prepared by the designated administrator after consulting with the Elementary Principals and the Association President. The principal will sign the notice for his/her building.
- D. For conference time beyond twelve (12) hours, the teacher will be paid the hourly rate for substituting on a preparation (Section 18.2).
- E. If more days than set forth in the school calendar for fall and spring Parent/Teacher Conferences are necessary, the teacher and principal will determine how the additional time will be scheduled, or to determine a modified conference schedule.

Section 13.14

Special needs students ~~who~~ are placed in general education classrooms as per state law and/or state/federal special education regulations. Within the 1st month of school, the receiving teacher of a special needs student will be provided information by the Superintendent or designee, as to the student's special needs, how to meet the special needs, and what support services will be provided the student and teacher as per the decisions arrived at in the IEPT (Team). This communication will take place directly with the teacher or by mail with the teacher. If the teacher, building principal, and/or Superintendent or designee believes that in-service would be useful for the classroom teacher, a meeting of the above named parties will take place to decide the nature of needed in-service, and the date when the in-service is to be held. Any dispute over in-service content and/or date will be referred to the appropriate administrator and Association President/Executive Director for possible resolution. If there are costs involved, including compensation for extra work outside the teacher's regular work time,

such costs will be paid by the District. For the 2012-2013 school year, Special Education professional development for general education teachers will be a priority.

Section 13.15

The use of commercial television broadcasts within the District must be a supplement to the district curriculum plan. Therefore, any agreement to utilize such commercial television must be approved by the ISS/Department Chairperson, Curriculum Council, and the designated administrator. The District will not reduce the number of employed teachers because of the utilization of commercial TV.

Section 13.16

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

Section 13.17

The staff at the building will determine the proposed schedule for semester exams and state proposed tests. In September, two (2) administrators selected by the designated administrator and two (2) AEA members selected by the Association President will meet to determine any limitations to be placed on the schedules. The schedule is subject to review by the Superintendent/designee to be sure the schedule is within the limitations set by the committee and does not cause the District to provide less than the minimum state requirements for hours/days of instruction. The schedule will not add additional half days for exams to the calendar (i.e., four (4) half days per semester for final exams at the high school if the high school remains on an 8 period schedule, three (3) half days per semester for final exams at the middle school.) No additional half days may be scheduled without the Superintendent's approval. The schedule will not cause the District to lose state aid.

Section 13.18

A teacher may be selected by the administration to be a Teacher-in-Charge of the building in the absence of the building principal. The Teacher-in-Charge shall receive a three percent (3%) stipend. At the request of the teacher, a substitute will be provided.

Section 13.19

In the event the district offers an alternative program, such as Montessori, both parties shall meet to determine equity throughout the district (e.g. paraprofessional, release time, etc).

Section 13.20

The building administration will assume full responsibility for the administration of medication to students. The dispensation of medication to students may be witnessed by teachers as provided in Board policy. Copies of the policy and its regulation will be provided to the teacher. The Board will indemnify and save harmless from any liability teachers witnessing the dispensation of medication to students. The Teacher-in-Charge, when all building administrators are not on school property, may dispense student medication according to Board policy.

Section 13.21

Before the District will allow high school students to register for electronic on-line courses for credit, the District and Association agree to negotiate the impact of such a program on the Bargaining Unit and its individual teachers. The District will not reduce the number of employed teachers because of the utilization of on-line courses. The Board and Association shall establish a committee to investigate how Avondale students can receive Oakland Community College credit while being taught by Association members.

Section 13.22

In order to provide supervision for students when busses are late for student dismissal due to various driving conditions, emergency inclement weather, and/or power outages, the Board agrees that it will request volunteers to be placed on a school's Late Bus Supervision List. In each instance the first volunteer will be the Teacher in Charge.

When a principal determines that supervision is necessary, he/she will contact the next volunteer from the list on a rotating basis. The principal shall provide as much prior notice as possible.

Volunteers will be paid the hourly rate established in Section 18.2 per hour or for any portion thereof.

Section 13.23

High School and Middle School Departments will determine which courses are appropriate for common semester exams. Common exams will allow for an individual teacher to add components to the exams which are not worth more than 20% of the exam grade. If mutually agreed upon, using the District evaluation tool, common exams/assessments may be used as part of student growth component of the evaluation.

Section 13.24

With regards to parent access to the school district's web page, the District will mandate a student's parent/guardian may have password access to a teacher's individual student attendance and the most current available grade. For grades four (4) through twelve (12), parents will also have access to their child's missing assignment(s). Any staff member can choose to use other current ZANGLE options. The District will not allow the use of class averages. The Superintendent and Association President must agree on the use of any future additions to ZANGLE. There will be no discipline of a staff member for not using all optional facets of ZANGLE. It is the decision of the teacher as to when to update his/her gradebook, weight grades, or respond to any emails that are received from parents.

The following disclaimer will be provided on the web page: "The information displayed is believed to be accurate. However, from time to time, the most current information may not have been posted for your child as teachers update their grades at different times. Teachers often update their grades after a major test, paper, or project, (before missing assignment reports are printed-High School only) so please don't expect instant updates on Parent Web."

Section 13.25

The Board will provide clean, well-maintained classrooms.

ARTICLE 14 - CLASS SIZE

Section 14.1

- A. Classes in the Avondale School District will not exceed the following number of pupils except as provided for in this Article for the 2012-2013 school year (with flexibility).

Pre-K	18 students
Kindergarten	27 students (with maximum overage of 3 students)
1 - 3	27 students (with maximum overage of 3 students)
4 - 5	29 students (with a maximum overage of 3 students)
6 – 12	32 students (with a maximum overage of 3 students)

For the 2012-13 contract, maximum class overage will be flexible. Flexible means that, should the maximum overage be reached, with additional students needing to be added to a grade level, the District and Association will enter into consultation concerning the addition of up to 2 students to a classroom. The final decision will be mutually agreed up by both parties.

- B. Special Class Size Limits

Academic Center

Non Coordinators 15 pupils per teacher per class, with minimum of five (5) non coordinators per class.

Co-op

15 pupils per class

Splits:

At maximum class size there will be a .5 ParaEducator assigned. At class overage there will be a 1.0 ParaEducator assigned

Other High School Courses

Basic Art (room 501)	29
Art (room 500)	25
Jewelry	25
Ceramic	25
Advanced Craft	25
Engineering Drawing 1	29
Computer Assisted Design	25
Exploring Electronics	25

Other Middle School Courses

Computer Assisted Instruction	24
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Extensive Science Lab

Chemistry	25
Physics	25
Biology	25
Physiology & Anatomy	25
Material Science	25
Genetics	25
Principles of Technology	25

Science Fundamentals 25

Music

Vocal Music	TBD
Instrumental Music	TBD
Drama	TBD

Given a stable enrollment at Avondale High School, adjustment to the Academic Center and other programs will not have their FTE reduced by more than 4.0 for the duration of this agreement.

- C. A combined elementary class will contain two (2) consecutive grades. Family grouping elementary class will contain more than two (2) consecutive grades. A multi-age elementary class will contain more than one (1) consecutive grade.
- D. Enrollment in keyboarding and computer classes will be limited to the number of machines in operating order in August and January but will not exceed thirty (30). For instruction requiring specialized facilities, for example science labs, industrial arts, home economics and computer usage classes, the fixed available pupil work stations shall control when that number is less than provided above.
- E. For grades 6-12, physical education classes will be limited to thirty-five (35) pupils per teacher.
- F. The class size for elementary specials classes of art, physical education, and music will be the same number as the individual grade levels.
- G. In the event the District is threatened by a shortage of regular classrooms, a committee composed of Avondale School District administrators and Avondale Education Association members will meet to discuss potential resolution of the issues. After the 120th school day, no new class sections will be required to be opened.
- H. Special Education Classes – Avondale School District will comply with State/Federal maximum number of pupils as determined by governmental rules and guidelines and will follow all State/Federal rules and regulations.
 - 1. If any class contains certified special education students, a meeting may be called by the regular classroom teacher with the Administrator of Special Services and/or designee and the building administrator. The purpose of this meeting will be to discuss additional support resources that are available for the classroom teacher and the manner in which the special education teacher and paraprofessional, if assigned, may be utilized.
 - 2. Special Education Caseload and class size limits will be as per the Michigan Special Education Rules and Regulations in effect at the beginning of each semester. If the Rules and Regulations do not set a caseload or class size limit for a Special Education classification, the Association and District will meet to determine a limit.

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

The number of special education students will be equalized in like sections/grades by building and equalized with the teachers teaching in the like sections/grades by building. At the Elementary level the clustering of Special Education students in a general education classroom is allowed on a rotational basis with mutual agreement to waive the rotation. If not mutually agreed upon it will default to equitable distribution.

A group of general education teachers at the same grade level and/or subject area and the affected special education teachers, together with the principal and Administrator of Special Services, may agree to place a group of certified special education students in the same general education classroom. The building team, including the affected general education teacher(s), will recommend appropriate adjustment to the class size in relation to the class composition. The principal will report the adjustment to the Superintendent's office and the Association President. All decisions made will meet the State and federal Special Education Rules and Regulations.

The District commits itself to a problem-solving approach with any problems that may occur due to compliance with all State/Federal rules and regulations. Special Education teachers, regular education teachers, and appropriate administrators will meet to resolve the issues of lesson planning, materials, and potential support services that may be required, and other topics of concern.

4. The District is committed to creating a procedure for the review of student medical needs, to occur at the beginning of the school year. Upon request from a school, the procedure will be implemented to result in a mutually agreed upon resource allocation for student medical needs.
5. For the 2012-2013 school year professional development in Special Ed topics for General Education Staff and professional development in GenEd topics for Special Ed Staff will be a priority.

Section 14.2

Should it be necessary to exceed any of the class sizes delineated in Section 14.1 and/or the daily limit in Section 14.5, the overage will be accommodated as follows:

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

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

- One (1) student over, \$ 200 per card marking or portion thereof per each period for teachers grades 5-12.

- Two (2) students over, \$ 325 per card marking or portion thereof per each period for teachers grades 5-12.
- In special circumstances, three (3) students over may be allowed with a stipend of \$ 475 per card marking or portion thereof per each period for teachers grades 5-12.
- One (1) student over, \$ 300 per card marking or portion thereof for teachers grades K-4.
- Two (2) students over, \$ 425 per card marking or portion thereof for teachers grades K-4.
- In special circumstances, three (3) students over may be allowed with a stipend of \$575 per card marking or portion thereof for teachers grades K-4.

Any K-4 homeroom teacher who has an overage for part of the day will receive a prorated amount per scheduled minutes.

For each homeroom class with paid class overages they teach, Elementary Specialist teachers will receive \$25 per homeroom.

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

Section 14.3

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

Section 14.4

The definition of secondary level will mean grades 6-12; elementary level will mean Begindergarten – 5.

At the secondary level a counselor-pupil ratio of one (1) counselor to the four hundred (400) pupils will be maintained, and students will be distributed equally among counselors, as closely as possible. This section will replace by the following ratio for the 2010/11 school year: Three (3) counselors at the High School; two and one-half (2.5) counselors at the Middle School.

At the elementary level, one (1) counselor for every two (2) elementary building will be maintained provided the enrollment does not fall below 1000 elementary students. This section will be replaced by the following for the duration of this agreement: Social Workers will provide general education counseling and special education social work services in the elementary setting. Professional Development of counselors is under the auspices of the Special Education Director; daily supervision is with the building principal.

Section 14.5

- A. A full-time academic teacher who teaches in grades 9-12 will have no more than a total of one hundred seventy-five (175) pupils per day in the academic class and no academic center assignment. A full-time academic teacher who teaches in grades 9-12 will have no more than a total of one hundred seventy-five (175) pupils per day in the academic class and no more than twenty (20) pupils per day in the academic center. A full-time academic teacher who teaches in grades 6-8 will have no more than a total of one hundred sixty (160) pupils each day.
- B. Less than full time academic teachers will have their one hundred seventy-five (175) pupils each day prorated for the academic classes taught.

One (1) academic class	35	pupils
Two (2) academic classes	70	pupils
Three (3) academic classes	105	pupils
Four (4) academic classes	140	pupils
Five (5) academic classes	175	pupils

See Section 14.2 for accommodation of overages.

C. In the Middle School, less than full time academic teachers in grades 6-8 will have their one hundred sixty (160) pupils each day prorated.

One (1) academic class	27	pupils
Two (2) academic classes	54	pupils
Three (3) academic classes	81	pupils
Four (4) academic classes	108	pupils
Five (5) academic classes	135	pupils
Six (6) academic classes	160	pupils

See Section 14.2 for accommodation of overages.

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

Section 14.6

Class sizes not otherwise provided for in this Agreement will be mutually agreed to by the District and Association.

Section 14.7

A class size in team teaching will be the number of students per teacher as provided at Section 14.1. The class size in block schedules will be the class size per period limit as provided at Sections 14.1 and 14.6.

Section 14.8

The District will amend Section 14.2 for the duration of this agreement to not make payments for class size overages.

ARTICLE 15 - PROFESSIONAL DEVELOPMENT

Section 15.1

To maintain and improve teaching performance, the District and the Association realize the value of in-service training. In-service programs will meet during normal teaching hours which will permit all teachers to attend as listed in the Calendar Appendix B.

Section 15.2

The Superintendent or his/her designee and the Association President, in consultation with their respective parties, will establish the professional development schedule and content for the school year. They may involve additional professional staff as is necessary to facilitate the planning of these in-service training sessions, as permitted within the limitations of instructional day/hour requirements to qualify for the full per pupil foundation allowance. In-service workshops will be scheduled only if approved by a majority of the members of the committee.

The focus of professional development activities will be improving subject matter knowledge, effective instructional strategies and/or classroom management skills, training for technology upgrades, and/or implementation of new State benchmarks or standards.

Section 15.3

The principal and staff of each building and the secondary departmental division, with the approval of the Superintendent or his/her designee, may plan up to two (2) in-service programs per year which will be designed to meet the needs of that particular staff and building. Should the district decide to utilize Zangle in special education, training in the use of Zangle for special education staff will be the priority for the duration of this contract.

Section 15.4

Unless permission is granted by the Superintendent or designee to be excused from the planned in-service session, it is understood that attendance at the workshops is mandatory. If part-time or share-time teachers attend beyond their normal day or on a non-scheduled day, shall be paid at the hourly in-service rate of pay.

Section 15.5

Upon prior administrative approval, District/Building Staff Development funds will be used for the following purposes:

1. Attendance by individuals at appropriate and position-related conferences, seminars, or workshops including any costs for substitutes.
 2. Substitute teachers' costs for teacher-initiated professional development activities.
 3. Compensation for teacher-initiated summer curriculum studies.
 4. Teacher guides, training manuals, software, or resource materials for position-related professional use. The teacher must provide rationale for the purchase of electronic equipment
- B. The District has the right to limit the number of teachers attending conferences on any one (1) day to adequately provide for required substitute coverage. The number of conference attendees per day shall be at the discretion of the District.

Section 15.6

All AEA members agree to meet state mandated hours for Professional Development through the District's Professional Development Day.

ARTICLE 16 - ELEMENTARY SPECIALIST TEACHERS

Section 16.1

The District will provide teachers on the elementary level in the areas of art, physical education, and vocal music. These teachers are called elementary specialist teachers. If the District provides certified teachers for computers, media, etc., they will also be called specialist teachers.

Section 16.2

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

Section 16.3

In order for the District to implement the Response To Intervention (RTI) program the following scheduling changes will occur in regular elementary classrooms (Grades K-5).

1. All elementary building staff will have the necessary training and support to implement RTI and its components.
2. Art, P.E. and Music will consist of a minimum forty-six (46) minute class periods.
3. RTI scheduling will include nine (9) minutes transitions between specials.
4. A sixty (60) minute planning block will not be required.
5. Elementary teachers will have a common planning period by grade level daily.
6. Job share teachers will each be allowed to accrue a minimum of two hundred thirty (230) minutes of planning time in a typical two (2) week period [ten (10) school days].
7. Specialist teachers will be provided a block of time to plan together [district wide elementary] four (4) times per year.

The IBB Bargaining Team will revisit the elementary specialist teachers' schedules during the 4th marking period of the 2010/11 school year for possible modifications/revisions.

Pre-kindergarten and kindergarten will be provided regular classes of physical education, music, and art that will be used for planning and conference time.

In addition to the art, physical education, media, and vocal music provided above, the District agrees to provide the necessary amount of minutes of specialist time to reach the total of two hundred thirty (230) minutes per week. By way of example, this could be with media class, counseling class, foreign language, science class, computer class, or more than the above stated art, physical education, media, and vocal music.

Section 16.4

Classes will not be combined in order to provide the minimum of forty six (46) minutes per class per week in each elementary specialist area.

Section 16.5

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

ARTICLE 17 - STUDENT TEACHERS

Section 17.1

The cooperating teacher who accepts a student teacher must be a tenure teacher recommended by his/her building principal.

Section 17.2

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

ARTICLE 18 - SUBSTITUTION

Section 18.1

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

Section 18.2

Any teacher teaching an extra class as defined in Section 18.1 will receive thirty dollars (\$30.00) per class. A class is defined as one (1) clock hour or regular class period in secondary school, and remuneration will be prorated accordingly.

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

Section 18.3

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

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

Section 18.4

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

Section 18.5

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

Section 18.6

Media specialists, counselors, social workers, and special education support teachers will not be used as substitute teachers except in the event of an emergency. Such emergency is defined as times when teachers become ill during the regular school day, are called home for a domestic emergency, or when a teacher is late or calls in absent too late to allow a substitute to arrive on time. Students will not be assigned to the media center in lieu of their regular class unless under the above circumstances or when a media specialist and teacher agree to do so.

ARTICLE 19 - MENTOR

Section 19.1

A mentor for each year probationary teacher during the first four (4) years of probation will be appointed for one (1) year by the building administrator and may be reappointed. The mentor and probationary teacher will be identified to each other before the first day for teacher reporting in the fall. For probationary teachers who commence work after the first day for reporting in the fall, the mentor and probationary teacher will be identified to each other before the fifth (5th) workday of the probationary teacher. No teacher will be required to be a mentor. Any teacher appointed as a mentor must be a tenure teacher.

Section 19.2

It is the goal of the Association and the District that no mentor teacher will work with more than one (1) probationary teacher. However, if there are not enough mentor teachers available then a mentor may work with up to three (3) second or third year probationary teachers at the same time. If there still are not enough mentor teachers available, the District and Association will meet to work on a solution. The solution may include a mentor working with more than one (1) first year probationary teachers and more than three (3) second and third year probationary teachers. After consultation with the building administrator, a mentor teacher may terminate his/her participation in the mentor program. Should this happen, the building administrator will assign another mentor. After consultation with the building administrator, the probationary teacher may request another mentor. After the request is made the building administrator and Association president will decide if a new mentor will be assigned. The mentor and probationary teacher will be assigned to the same building, unless no teacher in the probationary teacher's main building wants to be a mentor. If the mentor committee determines, the second and third year probationary teachers may be clustered. A mentor may work with a cluster of up to five second and third year probationary teachers assigned to the same building.

Section 19.3

The District and the Association realize that for mentoring to be most effective the mentor and the probationary teacher should have time to discuss issues of mutual interest. Consequently, building administrators will attempt to schedule common planning and lunch times.

Section 19.4

Release time will be made available for the probationary teacher and mentor to work together.

Section 19.5

The mentor's evaluation and observation notes of the probationary teacher will be provided only to the probationary teacher. The evaluation and notes will be used only by the probationary teacher for self-assessment and may not be used for any other purpose.

Section 19.6

The mentor will not be used as a witness in any proceeding involving the probationary teacher's teaching performance.

Section 19.7

Tenure teachers who will be used as mentors will be given at least one-half day in-service training on mentoring. The training will be jointly developed by the Association and the

District. If the training is outside the regular workday or work year, the mentor will be paid twenty dollars (\$20.00) per hour. A portion of the new teacher orientation will be devoted to mentoring. All mentor teachers will attend that portion of the orientation and will be paid for time spent. The rate of pay will be twenty dollars (\$20.00) per hour.

ARTICLE 20 - PROMOTIONS, VACANCIES, AND TRANSFERS

Section 20.1

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

Section 20.2

The District will publicize vacancies in all professional positions by posting on the employment link of the district web page. The District will provide the Association President and Executive Director a copy of these postings on email. No vacancy will be filled until said vacancy will have been posted during a school year for at least five (5) work days and seven (7) calendar days, vacancies that occur during the summer recess will be posted for at least seven (7) calendar days.

Section 20.3

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

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

Probationary teachers will not be allowed to voluntarily transfer during their first two (2) years of employment without approval from the appropriate administrator.

Section 20.4

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

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

2. A voluntary transfer is one requested by the teacher on their own, or one requested by the teacher at the suggestion of the administration.
 3. An involuntary transfer is one not requested by the teacher
- C. Involuntary transfers may occur for, but are not limited to, the following reasons:
1. No applicant requesting a transfer for the positions(s) in question meets the posted qualifications.
 2. To facilitate the recall of a laid off teacher.
 3. To facilitate the return of a teacher on leave.
 4. To avoid the lay off of a teacher.

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

- D. In determining who will be transferred, the Superintendent or designee will give the voluntary transfer to the teacher with the greatest seniority providing he/she meets the qualified requirements. In the event of equal seniority, the criteria set forth below in Section 20.8 will be used to break seniority ties.
- E. Any building that has a reduction in the number of allocated staff will, if necessary, displace teachers. After careful review of the existing certifications of available staff as they relate to the building/district-wide department schedule, the least senior teacher possible will be displaced. These displaced teachers will have the right of first return to their buildings for the next two (2) years.

Section 20.5

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

Section 20.6

- A. All teachers will be given written notice of their assignments for the coming school year no later than June 1 of each year except as provided in Section 20.6 B. Said notification will contain the grade level, subject, and building. In instances where the assignment for the forthcoming year may be different from the currently held assignment, the principal will discuss the possible change with the affected teacher prior to June 1.
- B. In the event a change in assignment occurs after June 1 and prior to the beginning of school in the fall, knowledge of this transfer will be provided to the teacher in writing three (3) calendar days after administrative transfer has been made. Notice will be sent to the teacher's summer address and include the reasons for the change.

Section 20.7

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

Section 20.8

Seniority is defined as follows:

Seniority is based on date of hire minus time spent on unpaid leave of absence. Seniority is lost when employment as a teacher is terminated. Date of hire is defined as most recent first day of work or date of teacher signing first contract, whichever is first. In case of equal seniority, teacher seniority placement will be determined by a one time drawing among teachers tied with each other. The time and place of drawing will be determined by the Association and District and announced to all teachers. The first name drawn will rank ahead of the second, the second ahead of the third, etc. Persons who become members of the Bargaining Unit and who are tied will participate in a drawing as described within fifteen (15) school days of commencing work.

- A. For the purposes of layoff and recall (Article 36), the AEA President will be placed at the top of the seniority list. The AEA will notify the Superintendent or designee within fifteen (15) days of election who the president is and of any changes that may occur.
- B. No teacher seniority placement on the 1993/94 seniority list will be altered as a result of this method of determining seniority placement.
- C. A teacher assigned to an administrative position in the district will retain all teacher seniority credit held at the date he/she assumes the administrative position in the district for two (2) years.

Section 20.9

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

Section 20.10

Qualifications will be defined as certified for the assignment. At the Middle School level, the teacher must have an endorsed major/minor or previous experience in the majority of the assignment, and at the High School level the teacher must meet North Central requirements for the assignment. This may be waived by the superintendent or designee for a returning teacher. The district will not employ a teacher with alternative certification unless no regularly certified teacher is available.

Section 20.11

Definitions of state certified/endorsed and North Central Association requirements:

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

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

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

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

Section 20.12

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

Section 20.13

The District, on or about August 1, will notify the AEA office of teaching positions which are available and unfilled by July 30 during summer recess.

Section 20.14

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

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

ARTICLE 21 - LEAVES WITH PAY

Section 21.1

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

Section 21.2

A teacher's salary will be continued during a temporary absence from his/her assignment due to any personal illness or any injury for the lesser of one hundred eighty (180) calendar days per year (July 1-June 30) or the time required to qualify for long term disability benefits provided by the school district. The one hundred eighty (180) calendar days will be extended to the end of the month in which the teacher becomes eligible to receive LTD benefits. This will result in the LTD benefits beginning at the first of the next month and the teacher will experience no unpaid time. Benefits received by the teacher from Avondale's Workers Compensation Insurance in combination with the payment by Avondale will not exceed the teacher's annual contract amount.

Section 21.3

Other absences for personal business with the building administrator being notified at least twenty-four (24) hours in advance may be used by a teacher without a reduction in the teacher's salary. No more than four (4) personal business days per year may be taken except with the written approval of the Superintendent or designee. Personal business is defined as being that business or activity which cannot be transacted or consummated on any other day or at any other time except during school hours.

Section 21.4

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

Section 21.5

A maximum of five (5) days may be used for a death in the immediate family, as defined in Section 21.4. The teacher may use one (1) day to attend a funeral of a friend or relative not included in the above definition. The teacher may apply to the Superintendent or designee for additional days and permission to attend a funeral of a relative or friend not included in the above definition.

Section 21.6

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

Section 21.7

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

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

A required Tribunal appearance in a case where the teacher is a subpoenaed witness to a criminal act will be considered as a case wherein the teacher has no vested interest, except as provided in this Section above.

Section 21.8

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

Section 21.9

Whenever a teacher is required to serve as a juror in a Court of Record (Court of Record by legal definition refers to courts who keep records of proceedings and whose decision must be obeyed until overturned by a higher court), the District agrees to pay the teacher the difference between his/her salary and the amount received by the teacher for this jury duty. The teacher agrees to reimburse the District within thirty (30) calendar days of returning from jury duty the fees received for Jury Duty, not including expenses. If the

teacher does not reimburse the District within thirty (30) calendar days, the District may deduct from the teacher's pay \$7.50 per each half day of Jury Duty.

Section 21.10

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

Section 21.11

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

Section 21.12

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

In the event of absence of a teacher for illness or injury in excess of five (5) consecutive days, the Superintendent or designee may require proof of illness or injury.

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

Section 21.13

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

Section 21.14

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

Section 21.15

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

Section 21.16

A building principal with reasonable basis to believe a teacher is unable to perform his/her normal teaching duties will meet with the teacher, Association President and/or Executive Director, and the appropriate administrator to discuss the situation. The District may at its expense require that the teacher provide a statement from the teacher's physician that the teacher is able to perform his/her normal teaching duties with reasonable accommodations. A decision will then be made regarding a recommendation to the Superintendent as to whether to place the teacher on a paid leave. The involuntary

placement of a teacher on a paid leave is subject to the grievance procedure and the just cause standards of Sections 5.13 and 5.14.

Section 21.17

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

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

Section 21.18

For eligible employees, leave time granted under this Article is inclusive of the Family Medical Leave Act of 1993 (FMLA). For the purpose of FMLA leaves immediate family means: spouse, son, daughter, parent. The benefit coverage provisions of FMLA will include the benefits provided at the Insurance Protection Article.

Section 21.19

A teacher may use up to six (6) weeks of paid sick leave for the adoption of a child. The time can be used after the teacher takes custody of the subject child, or before taking custody if the adoption agency requires the teacher to be with the child before the child is placed or if travel is necessary to secure the child. The District may request verification of precustody requirements.

Section 21.20

Bonus Day Incentive Program:

- A. A teacher who used one or fewer sick leave days, per Sections 21.2, 21.4, and 21.6, during the school year will be entitled to two (2) incentive days to be used during the subsequent school year without restrictions. A teacher who used only two sick leave days, per Sections 21.2, 21.4, and 21.6,during the school year will be entitled to one (1) incentive day to be used during the subsequent school year without restrictions.
- B. An incentive day may be used without specificity by any teachers in a regularly assigned position. Application must be made at least two (2) days prior to the day of leave except in cases of emergency.
- C. Not more than twenty (20) teachers will be excused under this section on any given day district-wide and not more than fifteen (15) percent of any building on any day. Priority will be established by date of receipt of request by the Department of Human Resources.

ARTICLE 22 - LEAVES WITHOUT PAY

Section 22.1

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

- A. Study related to the teaching profession.

- B. Study, research, or special teaching assignment involving probable advantage to the school system.
- C. Any teacher who joins the Peace Corps or serves as an overseas teacher with the Armed Forces as a full time participant will be granted a leave of absence of up to two (2) years.
- D. Military leaves of absence will be granted to any employee who is inducted for military duty or is reactivated into duty with any branch of the Armed Forces of the United States. Salary, seniority, and reemployment rights will be handled as per federal and state laws.
- E. A child care leave will be granted to a teacher at his/her request for a period of up to one (1) calendar year with up to two (2) one (1) year extensions by the District upon the recommendation of the Superintendent at the request of the teacher.
- F. A political leave will be granted to any teacher upon the recommendation of the Superintendent/designee and approval of the District to personally campaign for his/her own candidacy or serve in public office. This leave will not exceed one (1) term of office the teacher is serving. However, this leave may be extended upon request of the teacher and at the discretion of the District. The District's decision is not grievable.
- G. Any teacher whose personal illness extends beyond the period compensated for under this policy will be granted a leave of absence without pay up to one (1) year, renewable annually up to two (2) extensions, for such time as is necessary for complete recovery from such illness.
- H. A leave of absence for up to one (1) year will be granted by the Superintendent or his/her designee with approval by the District for any reason.
- I. Association Business Leave. One officer of the Association or member of the Association, upon written request, may be given a one year leave of absence without pay for the purposes of performing duties for the Association.
- J. No leave of absence including extensions can exceed three (3) years. All future obligations of the Avondale School District to the employee will cease when the employee does not return as of the date of expiration of the last extension.

Section 22.2

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

Section 22.3

- A. A teacher on leave of absence, who desires to return to teaching will submit such a request in writing to the Superintendent or his/her designee by May 1, preceding the beginning of the school year in which he/she plans to return teaching. The teacher, upon timely submission of the written request, will be reinstated at the beginning of the coming school year to a teaching position for which he/she is qualified to teach (Section 20.9).

- B. Should there be no position being filled at that time by a qualified teacher with less seniority, the teacher requesting to return will be given a one year extension of his/her unpaid leave. During the extension he/she will be assigned to the first vacancy which occurs provided he/she is qualified.
- C. A teacher whose leave is up during the school year must file a notice of intent with the Superintendent or his/her designee at least 30 days prior to the leave expiration date. He/she, after written and timely notice to the Superintendent or his/her designee, will then be assigned to a teaching position for which he/she is qualified provided that there is a teaching position available which is filled by a person with less seniority. A teacher who fails to notify the Superintendent or his/her designee at least 30 days prior to the expiration of his/her leave will have his/her leave extended to the end of the school year. He/she will be returned to a teaching position as provided for in subparagraphs A and B above.
- D. Teachers will not have the right to return from a leave prior to the expiration date of their leave. However, should a teacher on leave desire to ask to return prior to completion of the leave, that teacher may submit such a request, in writing, to the Superintendent or his/her designee at least 30 days prior to the date he/she would like to return. The Superintendent or his/her designee will honor the request by placing the teacher in any available teaching vacancy for which he/she is qualified. Should there be no such vacancy, then the teacher's leave will continue until such a vacancy occurs or until the leave expires, whichever comes first.
- E. A teacher who is on unpaid leave and who requests to return to teaching and who refuses to accept a teaching assignment for which he/she is qualified will be considered as having resigned from the Avondale School District provided the proposed assignment does not change the work hours the teacher had prior to being placed on the unpaid leave unless the teacher requests or agrees to the change. All future obligations of the Avondale School District to the employee on leave will cease as of the date of the beginning of the proposed teaching assignment.
- F. A teacher who has been on unpaid medical leave from the District, and whether drawing salary benefits or not, under the provisions of Long Term Disability, and who requests to return to work during the school year and following satisfactory recovery from said disability, will be assigned to a teaching position for which he/she is qualified. It will be the right of the Superintendent or designee to assign this teacher to the position that is least disruptive to the District. Such assignment could be to a position as a permanent substitute teacher.
- G. Seniority and qualifications are defined in Article 20.

Section 22.4

Leave time granted under this Article is inclusive of the Family Medical Leave Act of 1993 (FMLA) for all employees who qualify under the provisions of the FMLA. For the purpose of FMLA leaves immediate family means: spouse, son, daughter, parent, The benefit coverage provisions of FMLA will include the benefits provided at the Insurance Protection Article.

ARTICLE 23 - SABBATICAL LEAVE

Section 23.1

Sabbatical leaves of absence may be granted to teachers 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 teacher and the general welfare of the school district. This policy will be interpreted in accordance with the statutory provisions of Michigan School Law. Any amendments thereto will be considered a part of this policy.

Teachers may apply for sabbatical leave if qualified as follows:

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

Section 23.2

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

Section 23.3

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

- A. Approval of a sabbatical leave by the Board of Education will be contingent upon securing the services of a suitable replacement.
- B. One teacher will be the maximum number allowed on sabbatical leave at any one time.

Section 23.4

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

- A. The compensation for the teacher on sabbatical leave is equal to fifty percent (50%) of his/her normal salary during leave period.
- B. Payment of wages to the teacher on sabbatical leave will follow the regular salary schedule regarding paydays.
- C. A teacher who is on Step 7 of the BA + 15 salary track, and who is granted a sabbatical leave for the following school year will be moved to Step 8, BA + 15 salary track, during that year he/she is on sabbatical leave. Upon returning from sabbatical leave the teacher will be moved up one step on the salary schedule and on the appropriate track. For instance:

1. Teacher is on Step 7 of the BA + 15 salary track (during the year immediately prior to sabbatical leave).
 2. Teacher is on Step 8, BA + 15 salary track while on sabbatical leave.
 3. Upon return the teacher will be placed on Step 9 of the appropriate salary track (BA + 15, BA + 25, MA, MA + 15, MA + 30).
- D. A teacher who is absent on sabbatical leave for academic study will be required to furnish evidence of satisfactory progress in his/her academic study. Specific details of this requirement will be arranged at the time of the approval of the sabbatical request. Any teacher on sabbatical leave who fails to meet the agreed upon requirements in his/her application for said sabbatical leave will forfeit all rights to continued leave unless specifically permitted to continue by the District.

Section 23.5

Status upon returning from sabbatical leave:

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

Section 23.6

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

Section 23.7

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

ARTICLE 24 - INSURANCE PROTECTION

Section 24.1

The District is not responsible for solicitation of teachers for insurance and other benefits. The District will provide application forms and explanatory information available for all

teachers and will review all insurance coverage and other benefits with new hires within five (5) days of beginning work. The applications and explanatory information will be available upon request.

The insurance and other benefits will begin when the teacher has properly completed and submitted the necessary application forms to the District business office and actually begins working subject to the open enrollment periods of the providers.

All insurance and benefits will terminate when the teacher terminates employment except coverage may continue as permitted by COBRA and the providers' rules.

It is the teachers' responsibility to notify the District if any person covered by the District paid insurance is no longer eligible for the insurance. By way of example, this could result from a divorce, death of a spouse, or child, or the child is no longer dependent on the teacher. The teacher should notify the fiscal operations office within thirty (30) calendar days of the change. It would be best for the notice to be in writing, but it is not required. Failure to do so may cause the teacher to reimburse the District for the added expenses of providing insurance to an ineligible person. The District will send a notice to all teachers at the beginning of each semester reminding the teacher of their responsibility to notify the district of any change and the possible consequences of not providing said notice.

Section 24.2 - Group Life Insurance

The District will provide without cost to the teacher group life insurance protection guaranteed convertible in the amount of fifty thousand dollars (\$50,000.00) per full time teacher.

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

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

Section 24.3 - Health Care Insurance

- A. The District will make full payment for teachers, their spouses and their dependent children for health coverage for MESSA Choices with the MESSA Saver Rx plan with the \$200/\$400 deductible and the \$20 office visit riders as listed in Appendix E for the 2012-2013 school year. The District will not duplicate hospitalization insurance to any teacher who has hospitalization coverage under another policy.
- B. For less than full-time teachers, see Article 37, Shared-Time/Part-Time Teaching.
- C. Teachers at their own cost may, through payroll deduction, arrange to have additional coverage for themselves, provided it is available through MESSA, and for other members of this family if the coverage for these other member(s) is not included in the above.
- D. AEA members who are covered by the District Health Insurance as defined within Article 24 will continue their level of contribution to reflect a 20% premium

contribution (health only) on a pre-tax basis, only for the 2012-13 school year, as long as the current level of coverage is maintained.

1. Single: \$1,351.13
2. Two Person: \$3,035.52
3. Full Family: \$3,372.38

- E. Members will contribute a monthly premium share of 20% of the annual medical premium for the 2012-13 school year. This will be deducted in equal installments from each pay for either a 21 or 26 week pay schedule.
- F. If insurance premiums increase or decrease, both parties will agree to reopen for possible adjustments to MESSA Plan.

Section 24.4 - Long Term Disability Insurance

- A. An eligible teacher who is unable to work due to mental or physical disability may go on LTD after 180 calendar days of disability. The LTD benefit will be 66 2/3 percent of the teacher's gross salary at the time of the last day worked. The 66 2/3 percent LTD benefit is reduced by other forms of income available to the teacher for which the District has helped pay. These "offsets" include social security, retirement, and worker's compensation. The intent of the plan is to assure the teacher a source of income from various sources equal to the 66 2/3 percent benefit. However, the amount of offset for Social Security benefits, once determined, will not be increased by any future increase in Social Security benefits. The LTD benefit will continue until the teacher returns to work, death, or to age 70. Eligibility for benefits from age 66 through 70 may be reduced in accord with federal rules governing LTD.

The plan will provide for a benefit increase due to an increase in the cost of living. The maximum annual increase will be three percent (3.0%) of the net benefit for a period of five (5) years.

- B. See Article 21 for interim salary continuation provisions.
- C. The qualifying period of disability will not exceed one hundred eighty (180) days.
- D. It is expressly understood by the Association and by the District that this LTD plan is subject to the rules and policies of the underwriter.
- E. The underwriter of this LTD plan will not be a party to this agreement and coverages and rates are hereby limited to the availability of such coverages and rates as provided by the underwriter of this LTD plan.
- F. The District will select the underwriter of LTD.
- G. The teacher may return to work when he/she is certified by an appointed team of qualified physicians.
- H. The District will continue health care insurance (Section 24.3) for the first twelve (12) months the teacher is on LTD.

Section 24.5 - Dental Care Reimbursement Plan

Beginning July 1, 2001, the one hundred eighty thousand dollars (\$180,000.00) Dental Fund amount will be increased by four hundred dollars (\$400.00) for each Bargaining Unit member in excess of two hundred twenty-five (225) employed on the first work day of the last semester of each school year.

- A. Teachers wishing to participate in this program will pick up dental forms available in the buildings or the Administration Building prior to examination and/or treatment. Actual dental service must be rendered during the period which runs July 1 to June 30 for reimbursement. Forms must be turned in prior to July 10. Dental claims turned in after July 10 will be paid on the next yearly pay period. Forms must be submitted within twelve (12) months of service. Forms must include a copy of the receipt of payment.
- B. Any teacher who is entitled to dental coverage under this article and who has similar coverage under other dental plans, will be reimbursed (on a prorated basis if necessary) up to that amount not covered under the other dental plan.
- C. Coverage under this article is limited to husband, wife, and dependent children living at home and/or claimed on federal tax return. Only two (2) cleanings are allowed per year. Only one complete set of x-rays are allowed per year. Bleachings, implants and veneers will not be covered. The maximum for orthodontics is one thousand dollars (\$1000.00) per year.
- D. The first four hundred dollars (\$400.00) of eligible dental expense incurred for each covered individual (see C above) during the period of July 1 - June 30 will be reimbursed to the employee within thirty (30) days of submission. All other dental expenses in excess of four hundred dollars (\$400.00) incurred during the period will be reimbursed on a prorated basis if necessary during the following August. Any money not expended during a given year will be added to the funds available for the following year.
- E. A committee of four (4) professional staff members: two (2) teachers appointed by the Association president and two (2) administrators appointed by the Superintendent will resolve any disputes resulting from participation in or the administration of this article. The decision(s) and/or action(s) of this committee are not grievable.
- F. The amount of reimbursement under this Section is limited to twenty-five hundred dollars (\$2500.00) per year per individual for whom a claim is filed. If there is money left in the fund after all claims have been paid up to the maximum limit permitted per year per individual any amount of a claim over twenty-five hundred dollars (\$2500.00) will be paid on a prorated basis to the maximum available funds in the account.

Section 24.6 - Vision Coverage

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

Section 24.7 - Option to Health Insurance

A. BENEFIT

Teachers who are members of the AEA Bargaining Unit may apply for the following benefit in lieu of Health Care Insurance as provided by the District:

1. The District will provide a cash option to health insurance benefits. The cash amount as listed below will be for ten (10) months September through June. The District will formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The amount of the cash payment received may be applied by the teacher to any Tax-Deferred/Sheltered Annuity selected by the teacher with a company that is a District approved carrier. The benefit will be paid monthly.

AEA (Single and Two Person) FTE that participate: FIVE hundred dollars (\$500.00) per month

For the 2012-13 school year AEA (Full Family) FTE that participate, will change to \$600 per month if at least 8 AEA Full Family (over the current number) take the opt-out.

This choice is in lieu of Health Care Insurance, as described in Section 24.2, of this Master Agreement.

B. RULES

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

Section 24.8

The District will make available to all teachers' payroll deduction for a teacher's voluntary participation in a Section 125 salary reduction agreement. The salary reduction agreement will be a Flexible Compensation Trust administered by a third party administrator who will pay claims at least monthly. The annual open enrollment period will be between October 1, through November 30, each year. Before there is a change in the third party administrator, the Association will be consulted.

Section 24.9

The District will make available to all teachers' payroll deduction for a teacher's voluntary participation in Group Long Term Care Insurance from the carrier, if available. The annual open enrollment period will be between October 1 and November 30 each year.

ARTICLE 25 - TAX DEFERRED ANNUITIES

Section 25.1

The District will purchase for any teacher, upon written request and signed authorization from the teacher, a tax-deferred annuity within the limits provided by law. The annuity

will be paid for entirely by the teacher by means of regular payroll deductions. The District will transmit the money so deducted to the appropriate carrier within five (5) days of the pay dates. Any new carrier must be approved by the District. Any tax-deferred annuity program available to other Avondale employee groups will be available to teachers.

Section 25.2

A teacher may change the amount deducted for a tax deferred annuity not more than twice per school year, except for a change in status.

Section 25.3

If the District incurs additional expenses with a 403(b) carrier beyond those required by law, the District and Association will enter into discussions concerning the possibility of eliminating the addition of any future contributors to that carrier's 403(b) fund.

ARTICLE 26 - GRIEVANCE PROCEDURE

Section 26.1

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

Section 26.2

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

Section 26.3

- A. There will be at least one Association Representative for each school building.
- B. The Association will establish a Grievance Committee.
- C. The building principal is designated as the administrative representative for Level One procedure.
- D. The Superintendent/designee is designated as the administrative representative for Level Two procedures.
- E. A grievance must be filed within twenty-one (21) days after its occurrence. This time limit does not apply to a grievance based upon a claim of an inaccurate payment for teaching or extracurricular activities. The time limit will apply in the

case of alleged inaccurate payment from the date the payment for such service is received by the teacher so affected.

Section 26.4

- A. Level One: The teacher wishing to file a grievance will first discuss the matter with his/her Association Representative. If the Association Representative concurs that a grievance exists, the grievance will be written. The grievance, having been put in writing, will be delivered to the building principal who within five (5) days of receipt of said grievance will schedule a Level One meeting to be held. Participants in this meeting may include the Principal, the grievant, and his/her Association Representative. The Principal will make his/her decision known in writing to the grievant, Grievance Committee, and the Assistant Superintendent of Human Resources within five (5) days of the Level One meeting.
- B. Level Two: In the event a solution to the grievance has not been satisfactorily achieved at Level One, the grievant or the Grievance Committee will, within five (5) days of receipt of the Level One decision, forward the grievance to the Superintendent/designee at Level Two. The Superintendent/designee, within five (5) days of receipt of the grievance from Level One, will schedule a Level Two meeting. Participants in this meeting will include the Superintendent/designee and other administrators, and a committee appointed by the Association. The District or the Association may also request the presence of the individual grievant at Level Two. The Superintendent/designee will make his/her decision known in writing to the grievant and the Grievance Committee within ten (10) days of the Level Two meeting.
- C. Level Three:
1. This Level Three arbitration procedure is meant to be used for deciding disputes between the parties in the specific application of interpretation of items covered in this contract. Grievances dealing with any other subjects may not be submitted to arbitration.
 2. The Association may request arbitration of an unsettled grievance as defined above after Level Two. Such request will be made by submitting to the other party a written Demand for Arbitration.
 3. The right of the Association to demand arbitration over an unadjusted grievance is limited to a period of twenty (20) days from the date of notification to the Avondale Uniserv Office regarding the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration.
 4. The parties will attempt to select an arbitrator by mutual agreement. If the parties are unable to agree on an arbitrator within ten (10) days after receipt of notice requesting arbitration, the arbitrator will be selected by the American Arbitration Association in accord with its rules.
 5. The rules of the American Arbitration Association will control the arbitration process.

6. It will be the function of the arbitrator and he/she will be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violations of specific articles and sections of this Agreement.
 - a. He/she will have no power to add to, subtract from, alter, or modify any terms of this Agreement.
 - b. He/she will have no power to establish salary schedules but he/she may place a teacher on the correct step of the salary schedules.
 - c. He/she will rule only on the alleged misinterpretation or inequitable application of the terms of this Agreement.
 - d. Unless the arbitrator finds that a practice, policy, or rule of the District is in violation of this Agreement, he/she will have no power to change any practice, policy, or rule of the District, not to substitute his/her judgments for that of the District as to the reasonableness of any such practice, policy, rule, or any action taken by the District outside of the terms of this Agreement. His/her power will be limited to deciding whether the District has violated the express articles or sections of this Agreement; and he/she will not imply obligations and conditions binding upon the District from outside this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the District.
 - e. In the event that a case is appealed to an arbitrator on whom he/she has no power to rule, it will be referred back to the parties without decision or recommendation on its merits.
 - f. There will be no appeal from an arbitrator's decision. It will be binding on the Association, its members, the employee or employees involved, and the District.
 - g. The expenses of the arbitrator will be shared equally by the District and the Association. All other expenses will be borne by the parties incurring them and neither party will be responsible for the expense of witnesses called by the other. Association members will be provided release time to participate in arbitration.

Section 26.5

- A. There will 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 will be filed separately from the personnel files of the participants.
- C. Rights to Representation: The grievant may be represented at all meetings, hearings, steps, and stages of the grievance by another teacher. However, no teacher may be represented by an officer, an agent, or other representative of any organization other than the United Profession. The Association will have the right

to be present and to state its views at all stages of grievance proceedings and may have members of the United Profession present for advice and counsel.

- D. A grievance may be withdrawn at any level without prejudice. If the grievance was filed as an individual grievance, the Association Grievance Committee may assume the grievance, naming the Association as the grievant on behalf of all teaching personnel provided other teachers are personally affected by that alleged grievance.
- E. When time limits have been exceeded, by either party at any level, then the grievance is considered resolved in favor of the last party who reacted within the specified time limits.
- F. All information to be presented and used in the processing of a grievance will be made available by both sides to the District and the Association.
- G. Grievances will be processed outside of regular class time unless the parties agree otherwise.
- H. All hearings at levels one and two will be held within ten (10) days from the date the hearing is set or fifteen (15) days after receipt of the grievance or grievance appeal by the appropriate administrator unless a later date is agreed to by the parties.
- I. The time limits at any step may be extended by the parties.
- J. Any step of the grievance procedure may be waived by the parties.
- K. When agreement is reached at Levels One, Two, and Three, the agreement will be written and both parties will sign.

ARTICLE 27 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 27.1

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

- A. To executive management and administrative control of the school system and its properties and facilities, and the professional supervision and evaluation of its teachers;
- B. To hire all teachers and, subject to the provisions of law and this Agreement, to determine their qualification and the conditions for their continued employment, or their dismissal or demotion, and to assign, promote, and transfer all such teachers;

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

Section 27.2

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith will 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.

Section 27.3

The District pledges to extend the advantages of public education to every student without regard to race, creed, religion, handicap, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE 28 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 28.1

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

Section 28.2

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

such as extra employment of custodians, care, set up, or clean up, will be borne by the Association.

Section 28.3

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

Section 28.4

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

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

Section 28.5

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

Section 28.6

The AEA Executive Director or designee has access to Association members during the normal school day. The initial contact in any school building will be with the school office (principal, assistant principal, administrator, or secretary).

Section 28.7

The Association recognizes that willful deficiencies in professional performance by a teacher reflect adversely upon the teaching profession and creates undesirable conditions in the school system.

Section 28.8

The Association agrees to continue representing all teachers equitably regardless of race, creed, religion, handicap, color, national origin, age, gender, marital status, or sexual orientation.

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

Section 28.9

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

Section 28.10

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

Section 28.11

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

Section 28.12

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

Section 28.13

The district and individual buildings will not schedule staff meetings, committee meetings, curriculum meetings, open house, Meet the Teacher Night, or parent/teacher conferences on the third Wednesday of the month so not to interfere with Association meetings. On that day all meetings must end by 3:30pm.

ARTICLE 29 - TEACHER RIGHTS

Section 29.1

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

Section 29.2

- A. The District agrees not to discriminate against any teacher with respect to hours, wages, or any terms and/or conditions of employment by reason of his/her membership in a teacher's organization or his/her participation in any lawful activities of a teacher's organization in collective professional negotiations with the District, or his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.
- B. The provisions of this Agreement and the wages, hours, terms, and conditions of employment will be applied without regard to race, creed, religion, handicap, color or national origin, age, gender, marital status, sexual orientation or membership in or association with the activities of any employee organization.
- C. Notwithstanding their employment, teachers will be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the District unless it affects performance as an educator.

Section 29.3

A teacher may send to the office and/or temporarily exclude for a class/subject period a student or students who disrupt the orderly process of the classroom. If a teacher anticipates that a student should be excluded for an extended period of time, the student should be referred to a building administrator. When a student is sent to an administrator,

the teacher and the building administration will work together to determine any parent/guardian contact.

Section 29.4

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

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

Section 29.5

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

Section 29.6

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

Section 29.7

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

ARTICLE 30 - TEACHER RESPONSIBILITIES

Section 30.1

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

Section 30.2

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

Section 30.3

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

Section 30.4

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

Section 30.5

If an open house program is scheduled for a building, teachers will attend the program unless excused by the principal. Teachers assigned to more than one (1) building will attend the Open House at the building of the majority of their assignment. Attendance at the other building is at the teacher's discretion.

The teachers, with their building principal, will develop and approve the program.

Section 30.6

Teachers may volunteer to serve on district or building committees. As collaboration is a part of the philosophy of the school district, members are encouraged to participate in committees which exemplify this practice. However, probationary teachers will not serve on more than one (1) committee at a time.

ARTICLE 31 - RETIREMENT POLICY

Section 31.1

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

In consideration of the teacher's resignation from their employment and the other agreements contained herein, the school district agrees to pay the teacher the following incentive benefits:

For ten (10) or more years of Avondale teaching service, severance upon retirement will be six thousand five hundred dollars (\$6500).

If a member retires during the 1st year of eligibility under MPSERS he/she will also receive a bonus payout of ten thousand dollars (\$10,000) payable to the employee or designated beneficiary.

If an actively employed teacher (hired prior to the 2010/11 school year) was eligible for full MPSERS benefits prior to implementation of this language, that employee will be held harmless and receive the \$10,000 bonus payment for the 2010/11 school year only.

Section 31.2

Application for retirement benefits will be submitted to the Superintendent or designee in writing or in an email by May 1.

Section 31.3

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

Section 31.4

All members must select a 403b provider in order to receive a severance payout. These non-elective employer paid contributions payments to the employee's 403b plan by the

Avondale School District will constitute tax deferred payments under section 403(b) of the Internal Revenue Code. The teacher understands that the selection of a provider (MEA Financial Services, AIG/Valic, Paradigm Equities or others) in no way constitutes an endorsement of said provider by either the school district or the MEA, and the teacher is advised to consult with their advisor regarding the tax consequences of the payments provided herein.

Payments under this Article will be due and payable to the retiree in one payment.
Retirements at end of the first semester:

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

Retirements at the end of the second semester:

Payment of the severance benefit will be made between August 2 and August 15 of the first year following the year in which MPSERS benefits are first received.

If severance is paid to the designated beneficiary, that payment will be a cash payment district held dollars.

ARTICLE 32 - MISCELLANEOUS PROVISIONS

Section 32.1

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

Section 32.2

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

Section 32.3

The building principal will 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 will be issued two (2) days before the close of school for that week. In the event a scheduled special activity is canceled, all teachers will be notified as soon as possible. Teachers will be notified at least one (1) day in advance when a special activity is rescheduled. Nothing contained herein will prevent the building principal from calling a meeting during the school day or immediately after the close of classes in the event of an emergency.

Section 32.4

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

employment. A designated administrator will provide the Association Executive Director a copy of all building handbooks prior to the beginning of the school year.

Section 32.5

The curriculum may be modified or new curriculum adopted to be in compliance with the benchmarks established by the State of Michigan. Any curricular changes will follow the established Cycle of Interdependence. If asked, teachers, at their discretion may serve on curriculum committees. The AEA may appoint one (1) teacher to each curriculum committee.

The Cycle of Interdependence will consist of the following ten (10) curriculum teams: Mass Media Technology, Fine Arts, Physical Education and Health, Career, Foreign Language, Counseling, Mathematics, Communicative Arts, Social Studies, and Science.

The curriculum areas of Mass Media Technology, Fine Arts, Physical Education and Health, Career, Foreign Language, and Counseling teams will be coordinated by AEA K-12 teacher leaders. The curriculum areas of Mathematics, Communicative Arts, Social Studies, and Science will be coordinated by AEA teacher leaders for each of these four (4) areas: one (1) for each elementary school, Avondale Middle School, Avondale High School, and the Special Education Department. The Avondale Academy may also have one representative for each of these committees.

The selection of teachers for each position will be based on teachers volunteering to fill a position. If more than one (1) teacher volunteers for a position, the building principal and all affected staff will each have one vote to select the teacher to fill the position. A teacher may fill more than one position. The compensation for service will be \$235/position.

Both the AEA and the District understand that the needs of the district's students are paramount in the development of curriculum and instruction. To that end, both the AEA and the district agree to annually review the number of curriculum teams, and upon recommendation of the Avondale Curriculum Council consider making necessary adjustments to best address our staff and students' needs.

Section 32.6

In year two of this contract (2012/12) an increase or decrease in the foundation allowance will be shared between AEA and the District. An IBB bargaining team will meet by November 1, 2012 to collaborate on a resolution of the above.

Section 32.7

If state legislation should impact health care or salary of AEA members, the District and the Association agree to meet to collaborate on adjustments via IBB as soon as possible after passage of legislation.

Section 32.8

~~In the event of a district wide Act of God day, the District will deduct one such day for each AEA member for each year of this contract. AEA members will have the deduction prorated over the balance of the fiscal year for each year of the contract.~~

Section 32.9

In order to address the Districts Deficit Elimination Plan, there will be 5.125 Furlough Days (defined as work with no pay) for the 2012-13 school year only.

- A. For AEA retirements effective no later than January 18, 2013 with equal retirement savings equivalent to two (2) furlough days, one (1) furlough day credit is granted back to AEA.
- B. For every equivalent of 17 Avondale School District FTE additional at fall count, one (1) furlough day will be granted to AEA.
- C. Furlough days will be paid forward and will be credited back as earned during the 2012-13 school year so as to have the least financial impact.
- D. Furlough days daily rates are reflected on the 2012-13 daily rate schedule (Attachment C1)

Section 32.10

In order to address the District Deficit Elimination Plan (filed in November of 2011), there will be 8.0 FTE layoffs for the 2012-13 school year (4.0 Elementary, 2.0 Middle School and 2.0 High School). No later than August 1, 2012, the Avondale School District will provide the Association, the names of those teachers who have received an "Intent to layoff" letter from the District.

- A. Under the contract, which expires on August 31, 2012, the District is prohibited from laying off any additional teachers until the second semester of the 2012-13 school year.
- B. Public Act 103 of 2011 made all matters pertaining to layoff and recall a prohibited subject of bargaining, and contract provisions that attempt to restrict a public school's actions with respect to lay off and recall are unenforceable after the expiration of the current contract.
- C. Therefore, upon expiration of the current contract on August 31, 2012, the District has the right under Public Act 103 to layoff staff as it believes is necessary, and the union is prohibited by law from seeking contractual restrictions upon such right.
- D. In light of the above, the District has informed the Union, as a courtesy, that it intends to layoff eight (8) teachers (mentioned above) in early September, 2012, in order to reduce its budget deficit. The Union has requested that the District look for other ways to address its budget deficit other than these intended layoffs, but acknowledges that the District may have the right to make such layoffs after the expiration of the current contract.

Section 32.11

The District agrees to reduce substitute teacher costs by at least \$12,500 for the 2012-13 school year from the 2011-12 levels.

Section 32.12

This tentative settlement agreement is to verify that due to the unique circumstances a mutual agreement between the Avondale School District Board of Education and the Avondale Education Association is reached for the extension of the current 2010-12 contract to the new 2012-13 contract as modified below:

The parties enter into this non-precedent setting agreement for the beginning of the 2012-13 school year. All terms and provisions of the parties' current collective bargaining agreement which expires August 31, 2012 shall remain in full force and effect, except as temporarily modified by this tentative agreement through August 31, 2013. The parties are willing to enter into the following agreement with the District because there is a need to address the Deficit Elimination Plan filed by Avondale School district in December of 2011.

This agreement modifying the existing contract terms, acknowledges that superintendent, Assistant Superintendents and other staff's willingness to enter into comparable concessionary agreements with the Board of Education for the 2012-13 school year and brings with it the expectation that the Board of Education will enter into comparable concessionary agreements with the Superintendent and other staff for the 2012-13 school year.

ARTICLE 33 - CONTINUITY OF OPERATIONS

Section 33.1

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

Section 33.2

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

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

Section 33.3

In the event of inclement weather, the professional staff is instructed to listen to WJR or WXYZ Channel 7 from 6:00 a.m. on for possible announcements of school closings. Each building will develop a staff fan out to be used to advise the teachers of school closings.

In the event instructional days/hours have been canceled due to conditions not within the control of the District, causing the District not to receive full state aid as per the Foundation Grant and the District determines the days/hours will be made up in order to qualify for full state aid as per the Foundation Grant, teachers will work the necessary rescheduled days/hours without additional pay. The Association will be consulted as to the make-up schedule.

ARTICLE 34 - NEGOTIATION PROCEDURES

Section 34.1

Negotiations for a new contract will begin no later than May 15, 2012.

Section 34.2

The parties mutually pledge that representatives selected by each will be clothed with all necessary power and authority to make a proposal, consider proposals, and make concessions in the course of negotiations subject only to such ultimate ratification and will support the tentative agreement reached at the bargaining table during respective ratification meetings.

Section 34.3

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

ARTICLE 35 - NO STRIKE NO LOCKOUT

Section 35.1

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

Section 35.2

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

Section 35.3

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

Section 35.4

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

ARTICLE 36 - LAYOFF-RECALL

Section 36.1

In the event the District must reduce the number of teachers in its employ due to the lack of available operational funds due to a reduction in student enrollment, or to eliminate curricular programs not mandated by this contract, the District will be empowered to layoff any number of teachers necessary or to reduce the daily assignment of a teacher(s).

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

Section 36.2

A. Layoffs to be effective at the beginning of a semester will be made by May 22nd in the case of the first semester or by December 15th in the case of the second

semester. There will be no layoffs that would be effective at any time other than the beginning of a semester.

- B. Second semester layoffs could be caused by more senior teachers returning from leaves of absence, or from teachers returning from reverse layoffs.
- C. This Section will not be used to prevent the layoff of teachers at the second semester where there is an unbudgeted adverse economic development for the District.
- D. Teachers laid off at the second semester will have their health insurance continued by the District for six (6) months after the layoffs.
- E. The notice of layoff will be sent to the affected teacher by registered mail or it will be hand delivered within the time limits.

Section 36.3

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

- A. The District agrees that it will terminate substitute teachers first, then non-tenure teachers, in reverse order of seniority (i.e., least seniority laid off first), provided there are qualified tenured teachers available to replace the substitute and non-tenure teachers being released.
- B. In the event it becomes necessary to reduce tenured staff, the District agrees to utilize the following in determining which tenured teachers will be so affected:
 - 1. The ranking on the seniority list as determined by Section 20.8 and provided at least annually on or about November 1 of each year, will determine the order of layoff. That is, the teacher with the least seniority will be laid off first.
 - 2. There will be no deviation from least seniority layoff except when the more senior teacher is not qualified for the position.

Section 36.4

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

Section 36.5

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

A teacher who is recalled will have ten (10) work days to respond in writing to the district regarding his/her intent to accept or refuse his/her recall. Failure to respond to a recall will move the teacher to the bottom of the recall list. A failure to respond to a second recall will cause the teacher to forfeit his/her right to further recall.

Section 36.6

A teacher so laid off will retain recall rights for three (3) years or the length of seniority whichever is greater not to exceed ten (10) years, unless they resign.

Section 36.7

Involuntary assignments or transfers of non-released teachers which are necessary to facilitate the re-employment of laid off teachers will be made. These affected teachers will have the right of first return to their building for the next two (2) years.

Section 36.8

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

Section 36.9

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

Section 36.10

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

The request for reverse layoff will be sent to the Superintendent prior to July 15/December 1. Requests sent after July 15/December 1 will be treated on an individual basis.

In the event that a sufficient number of voluntary layoffs are not generated, the above involuntary layoff procedure will be applicable. Teachers on voluntary layoff will retain all layoff rights.

ARTICLE 37 - SHARED-TIME/PART TIME TEACHING

Section 37.1 - Definition

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

- A. Teaching one semester during the school year, either first semester or second semester, at the request of the teacher with approval by the Superintendent or when scheduled by the Superintendent.
- B. Teaching each day but less than a full day. In elementary, this will be teaching either the A.M. or P.M. At the secondary (5-12) this will be working less than six (6) assigned periods of instruction or duty as provided for in this Agreement.
- C. Teaching less than five (5) days per week at the request of the teacher with the approval by the Superintendent or when scheduled by the Superintendent.

Section 37.2

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

Section 37.3

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

Section 37.4

Part-time teachers who teach half-time or more will have the same LTD, vision, dental, and life insurance coverage as full-time teachers. This coverage will be paid by the District. However, the cost of health insurance and option to health insurance will be prorated: i.e., if a teacher is teaching half-time, the District will pay 50% of the premium amount paid for a full-time teacher, for the coverage selected (single, two person, full family). If a teacher is teaching a 3/5 schedule, the District will pay 3/5 (60%) of the premium amount paid for a full-time teacher for the coverage selected. It will be the responsibility of the employee to pay the difference in premium amount between what the District pays and the total monthly premium due. A part-time teacher with less than a half-time schedule will have no insurance premiums paid by the District, except for LTD.

Section 37.5

Teachers requesting shared teaching will notify the Superintendent in writing by April 1 for shared teaching assignment the following school year. Requests that do not comply with the dates above will be treated on an individual basis.

Section 37.6

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

Section 37.7

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

Section 37.8

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

Section 37.9

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

ARTICLE 38 - REOPENER

Section 38.1

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the parties recognize that Articles or Sections of this Agreement may be modified or changed by addition, or deletion, only through the voluntary, mutual consent of the District and the Association by the Memorandum of Agreement which has been ratified by the Association and approved by the District agent and signed and dated (Article 39) thereby becoming an amendment to this Agreement which is then final and binding on all employees covered by this contract and on the District.

Section 38.2

The parties agree that at the request of either party, they will commence negotiations to modify or change this Agreement as may be required or desirable because of changes in the School Code or other state law enacted by the Michigan Legislature.

ARTICLE 39 - DURATION OF AGREEMENT

Section 39.1

This Agreement will be effective as of 1 September 2012 and will continue through 31 August 2013. If neither party gives written notice to the other of a desire to reopen this agreement at least one hundred twenty (120) days prior to the expiration date, this agreement will automatically be extended for one (1) additional year.

Section 39.2

This Agreement will not be extended orally, and it is expressly understood that it will expire on 31 August 2013.

ARTICLE 40 - SIGNATURES

For the Association:

Carolyn Czechowski
President

Mary Scholz
Vice President

Eduarda Crain
Executive Director

Negotiating Teams:

For the Association:
Carolyn Czechowski
Steven Deutsch
Barb Kilgore
Jennifer Howard
Chris Chlebek
Eduarda Crain

For the Board of Education:

Sid Lockhart
President

Steve Sucher
Secretary

George Heitsch, Ed.D
Superintendent of Schools

For the District
George Heitsch
John Pagel
Michelle Imbrunone
Karen Olex
Frank Lams

APPENDIX A1
2012/13 AEA SALARY SCHEDULE

(Previously agreed upon 2012-2013 Salary Schedule, with 4.5% decrease)

step	BA	BA+15	BA+25	MA	MA+15	MA+30
0	34896	35734	36734	37358	38627	39864
0.5	35839	36699	37764	38406	39712	40983
1	36724	37594	38668	39321	40623	41923
1.5	38056	38937	39918	40858	42354	43774
2	39386	40274	41157	42396	44079	45622
2.5	40500	41616	42402	44239	45640	47084
3	41615	42957	43634	46085	47203	48547
3.5	42735	44298	44861	47648	48766	50105
4	43852	45639	46085	49215	50331	51665
4.5	44971	46978	47647	50777	52006	53234
5	46085	48318	49334	52339	53685	54802
5.5	47202	49655	50777	53904	55389	56364
6	48318	50994	52339	55462	56587	57925
6.5	49544	52446	53903	57137	58262	59598
7	50774	53899	55462	58818	59930	61269
7.5	51815	54943	56837	60382	61492	62836
8	53451	56587	58818	61944	63053	64400
8.5	54794	57925	60079	63619	64620	65962
9	56136	59263	61944	65296	66187	67523
9.5	57477	60605	63504	66856	67973	69088
10	58818	61944	65063	68417	69761	70655
10.5	62949	65969	69474	73097	74494	75671
11	67081	69990	73882	77779	79229	80690

APPENDIX A 2
LONGEVITY PAY

Teachers will receive longevity pay as per the following guidelines:

Longevity will be frozen for the 2012-13 school year and will be reinstated as per the Collective Bargaining Agreement of 2010-12 at the expiration of this agreement.

As of the ratification of the 2010/12 Collective Bargaining Agreement, if a teacher falls within one of the following categories for years of service to the District, the teacher will receive a yearly payment of the amount specified

Completed years of Service	Payout [first paycheck in December]
Years –18-21	\$ 850.00
Years –22-26	\$ 1000.00
Years 27+	\$ 1150.00

Teachers with fifteen (15) years or more of service credit as of 30 June 2010 will remain on the longevity schedule from the prior Collective Bargaining Agreement below:

Years 15 – 19	\$850.00
Years 20 – 24	\$1000.00
Years 25+	\$1150.00

APPENDIX B1
2012-13 SCHOOL CALENDAR

T	August 28, 2012	First Day Teachers Report K-12 PD
W	August 29, 2012	Teacher Work Day K-12
Th	August 30, 2012	K-12 PD
Fri	August 31 2012	No School (K-12)
M	September 3, 2012	Labor Day; No School (K-12)
T	September 4, 2012	First Full Day of School for Students (K-12)
F	October 5, 2012	Early release Day for Students (K-12); 2 hour PD+; HS – 11:45AM, MS – 12:08PM, Elem – 1:35PM
W	October 10, 2012	High School Evening Conferences (9-12) 4:30PM-7:30PM
Th	October 11, 2012	Middle School Evening Conferences (6-8) 4:30PM – 7:30PM
F	November 2, 2012	End of 1 st marking period (6-12); Half Day for Students (6-12), 2 Hours PD+ (6-12), 1.25 Hours Records (6-12) Full Day of School (K-5)
T	November 6, 2012	Teacher Professional Development; No School (K-12)
T	November 13, 2012	K-5 Evening Conferences
Th	November 15, 2012	K-5 Evening Conferences
T	November 20, 2012	Thanksgiving recess begins at end of the school day
M	November 26, 2012	Classes resume (K-12)
W	November 28, 2012	High School Evening Conferences (9-12), 4:30PM-7:30PM
F	November 30, 2012	End of Trimester K-5 no school (K-5), PD/Records Day for K-5 teachers. Full day of school (6-12)
F	December 14, 2012	Early Release for Students (K-12); 2 hour PD+; HS – 11:45AM, MS – 2:08PM, Elem – 1:35PM
F	December 21, 2012	Last day of classes; winter recess begins at the end of school day (K-12)
Th	January 3, 2013	Classes resume (K-12)
W	January 16, 2013	AM ½ day; semester exams (6-12); PM Records
TH	January 17, 2013	AM ½ day; semester exams (6-12); PM Records
F	January 18, 2013	(6-12) End of 1 st semester: AM ½ day, semester exams, PM records day. (K-5) Early Release PD+
M	January 21, 2013	Martin Luther King Jr. Day; No School (K-12)
Th	January 24, 2013	Middle School Evening Conferences (6-8) 4:30PM – 7:30PM
F	February 8, 2013	Early release (K-12); 2 Hour PD+; HS–11:45AM, MS–12:08PM, ELEM 1:35 PM
F	February 15, 2013	Mid – winter Recess begins at end of the school day.
M	February 25, 2013	Classes resume (K-12)
T	March 5, 2013	Full Day Teacher Professional Development; No School (K-8, 9, 10, 12) Grade 11 MI Merit Exam
W	March 6, 2013	AM ½ day; Teacher Professional Development (9-10-12), (K-8) Full Day AM Grade 11 MI Merit Exam.
TH	March 7, 2013	AM ½ day; Teacher Professional Development (9-10-12), (K-8) Full day AM Grade 11 MI Merit Exam.
W	March 13, 2013	High School Evening Conferences (9-12) 4:30PM-7:30PM
F	March 15, 2013	End of second Trimester K-5. No School K-5; PD/Records (K-5) Full Day of school (6-12)

M	March 25, 2013	(K-5) Evening conferences
W	March 27, 2013	(K-5) Evening conferences
Th	March 28, 2013	Full day (K-5) ½ day (6-12); 2 Hours teacher PD+ (6-12), 1.25 Hours Records End of 3 rd marking period
F	March 29, 2013	Spring recess begins at end of school day (K-12)
M	April 8, 2013	Classes resume (K-12)
TH	April 11, 2013	Middle School Evening Conferences (6-8) 4:30PM – 7:30PM
F	April 19, 2013	Early release (K-5) 1:35PM PD+ (K-5) teachers Full day of school (6-12)
F	May 10, 2013	Early Release for Students (K-12); 2 Hour PD+(K-12); HS – 11:45AM, MS –12:08PM, Elem – 1:35PM
M	May 27, 2013	Memorial Day; No School (K-12)
W	June 5, 2013	AM ½ day; semester exams (6-12)
Th	June 6, 2013	AM ½ day; semester exams (6-12)
F	June 7, 2013	½ day for Students (K-12); semester exams (6-12); Last day of school (K-12)

Sessions for Parent-Teacher Conferences shall be scheduled for three (3) consecutive hours (6-12), 3.5 consecutive hours (K-5). Kindergarten teachers will be provided one (1) additional half day in the fall and spring during regular hours. Substitute teachers will be used to provide this released time.

The teacher day for full day Professional Development is 7:45 am until 3:00 pm with a 60 minute duty free lunch.

Grades 1-12	1098 instructional hours required
Grades preK-K	549 instructional hours required
Total teacher days	178

APPENDIX C
Pay Dates

Friday, September 14, 2012
Friday, September 28, 2012
Friday, October 12, 2012
Friday, October 26, 2012
Friday, November 9, 2012
Wednesday, November 21, 2012
Friday, December 7, 2012
Friday, December 21, 2012
Friday, January 4, 2013
Friday, January 18, 2013
Friday, February 1, 2013
Friday, February 15, 2013
Friday, March 1, 2013
Friday, March 15, 2013
Friday, March 29, 2013
Friday, April 12, 2013
Friday, April 26, 2013
Friday, May 10, 2013
Friday, May 24, 2013
Friday June 7, 2013
Friday, June 21, 2013
Friday, July 5, 2013
Friday, July 19, 2013
Friday, August 2, 2013
Friday, August 16, 2013
Friday, August 30, 2013

APPENDIX D

Definitions

DAYS:	working days, unless otherwise stated
WORKING DAYS:	Monday through Friday, excluding holidays and break periods between the first teacher workday and the last teacher workday.
ACADEMIC:	Includes all classes except physical education, vocal music, and band
Elementary School	Pre K-5 grades
Elementary teacher	Teacher in an elementary school
Middle School	6-8 grades
Middle School Teacher	Teacher in a middle school
High School	9-12 grades
High School Teacher	Teacher in a high school
Special Education	as determined by state and federal laws and regulations
Secondary	6-12 grades
Specialist teachers	Elementary art, music, physical education, computer, media, and foreign language

APPENDIX E MESSA Choices

	In-Network	Out-of-Network
■ Deductible Maximum <i>(per calendar year)</i> Applies to all services except preventive care and prescription drugs	\$200 per person / \$400 per couple/family	\$250 per person / \$500 per family
■ Out-of-pocket Maximum <i>(per calendar year)</i> Excludes deductibles, flat-dollar co-payments, charges family above the approved amount, charges for services not covered under the plan	None - due to minimal copayments and 100% coverage for most services	\$2,000 individual / \$4,000
■ Lifetime Benefit Maximum	Unlimited	Unlimited
Type of Service	In-Network Provider <i>(after deductible)</i>	Out-of-Network Provider <i>(after deductible)</i>
Office Visits	\$20 co-payment	80% of the approved amount
Prescription Drug Coverage (mail order available)	\$MESSA Rx Saver – see documentation	75%, minus the co-payment
Inpatient Hospital	100%	80% of the approved amount
■ Semi-private room and board <i>(includes supplies and services)</i> ■ Physician charges		
Surgical Services <i>Includes: surgeon, assistant surgeon and anesthesiologist charges</i>	100%	80% of the approved amount
Hospital Emergency Room (ER) <i>Co-payment waived if admitted or due to accidental injury</i>	\$50 co-payment	\$50 co-payment
■ Hospital Charges ■ ER Physician Charges	100%	80% of the approved amount
Urgent Care <i>Co-payment waived if services are required to treat a medical emergency or accidental injury</i>	\$25 co-payment	80% of the approved amount
Preventive Care	100% No deductible	Not Covered <i>(except for mammograms)</i>
■ Well baby and well child care visits: <ul style="list-style-type: none"> ◦ 6 visits from birth through 12 months ◦ 6 visits from 13 months through 23 months ◦ 2 visits from 24 months through 35 months ◦ 2 visits from 36 months through 47 months ◦ 1 visit per birth year for children 48 months through age 15 ■ Childhood and Adult Immunizations - As recommended by the Advisory Committee on Immunization Practices and the American Academy of Pediatrics ■ Cancer Screenings ■ Health Maintenance Exams - age 16 through adult, 1 per calendar year	<i>(Adult Immunizations are covered)</i>	

Type of Service	In-Network Provider (after deductible)	Out-of-Network Provider (after deductible)
Chiropractic Services including Modalities	100%	80% of the approved amount
Up to 38 visits (combination of in-network and out-of-network visits) per calendar year		
Diagnostic Lab & X-Ray	100%	80% of the approved amount
Radiation & Chemotherapy	100%	80% of the approved amount
Allergy Testing & Therapy	100%	80% of the approved amount
Additional Covered Services		
■ Medical Supplies and Equipment		
■ Ambulance		
■ Hearing Care (plan limits apply)	100%	100% of the approved amount In-network deductible applies when there is no network for services
■ Skilled Nursing Facility		
■ Hospice		
■ Home Health Care		
■ Human Organ Transplant - when authorized and performed at an approved facility (plan limits apply)		
Mental Health and Substance Abuse		
Outpatient Care		
■ Mental health care	100% when authorized by case manager	50% of the approved amount
■ Substance abuse treatment includes in-network visits	*Due to the passage of the Medical Health Parity Act, both mental and physical must be covered the same way.	30 visit limit per (calendar year),
Inpatient Care		
■ Pre-authorization required	100%	70% of the approved amount
Outpatient Physical and Speech Therapy		
Up to a combined benefit maximum of 60 visits per member per calendar year, whether obtained from an in-network or out-of-network provider	100%	80% of the approved amount
Additional Benefits for You		
Life Insurance - \$5,000		
Accidental Death & Dismemberment Insurance (AD&D) \$5,000	Life and AD&D insurance may be continued following termination of employment by direct payment to MESSA. AD&D terminates at age 65 or when employment terminates, whichever happens last. Life and AD&D insurance underwritten by Life Insurance Company of North America.	

Memorandum of Agreement

85/86 –01

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

1. Sick Leave

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

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

For the Association

James T. Smith, sgd
President

Thomas P. Fette, sgd
Executive Director

For the Board

William Saville, sgd
Superintendent

Monte Clute, sgd
Director of Personnel Services

Memorandum of Agreement

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

If the District determines it wants to implement a full-day kindergarten during the life of the Agreement, the Association will be given timely notice. At the request of either party, the Association and District will bargain the impact on the teachers before implementation.

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

For the Association

Mary Anne Hall, sgd
President

Thomas P. Fette, sgd
Executive Director

For the Board

James Bird, sgd
Superintendent

James Steeby, sgd
Deputy Superintendent

Memorandum of Agreement

Meadows Reorganization Staffing Plan

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

This Letter of Agreement is a one-time, non-precedent setting agreement based upon the specific circumstances in which the the Avondale School District finds itself, however, should future school consolidations or reorganizations be necessary, this Letter of Agreement will become a template for those changes. The District and Association trust that under these extraordinary circumstances staff will conduct themselves with the utmost professionalism and integrity. Knowing that there will be unexpected situations and decisions that need to be made immediately during the process, District and Association representatives will be on hand to reach agreements and implement decisions concerning staffing assignments. These decisions will be final.

Job selections will be made once the number of sections is known in each of the Avondale District buildings. Teachers will be informed of available positions at least 3 days before the job selection process takes place. Teachers should be prepared with a variety of choices so that they can make their selections in an expedient manner when called upon to do so. There is no guarantee that one of the choices will be honored, knowing that other teachers with higher seniority have already made their selections.

During this reorganization, Meadows teachers will select positions, based upon seniority and certification, in accordance to Article 36, Section 36.3. The AEA and District will agree on the list and ranking.

Pursuant to Article 20.4E of the 2009-2010 collective bargaining agreement and for the purposes of the Meadows Reorganization Staffing Plan, during the 2009-2010 staffing process Meadows displaced teachers "right of first return to their buildings" will mean that displaced Meadows teachers may choose any listed open building position based on seniority and certified/highly qualified status.

For this year only, AEA members who were displaced prior to the 2009-2010 staffing process will be granted one additional year with regards to the right of first return to their building.

For the 2009-2010 year only, if, during any phase of the staffing process, a current part-time AEA member faces the loss of his/her position, that part-time AEA member will have the option of choosing to be reinstated to full-time and entitled to select, in order of seniority, a full-time position for which they are certified and qualified.

The District and AEA agree to work together on any AEA member placement that has not been addressed above. Both will work together to resolve on a case-by-case basis.

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

Carol Czechowski, sgd
President

George Heitsch, sgd
Superintendent

Dated: May 4, 2010

Dated: May 4, 2010

Memorandum of Agreement

This memorandum is to verify a mutual agreement that was reached between the Avondale School District Board of Education and the Avondale Education Association concerning 2009/10 calendar schedule specifically for Meadows teachers. Meadows teachers scheduled to work a full day June 16, 2010 as per Appendix B 1 of the Collective Bargaining Agreement will have the following change;

1. June 16, 2010 will change to a half day for the purpose of allowing Meadows teachers the opportunity to prepare for the closing of their building.
2. The teacher work day will start at 7:53am and end at 11:01am.
3. This MOA is a one-time non-precedent setting agreement based on the district decision to close the Meadows building, however, should future school closures become necessary, this Memorandum of Agreement will become a template for those closures.

The undersigned, by affixing their signature hereto, acknowledge this agreement between the Avondale School District Board of Education and the Avondale Education Association

Carol Czechowski, sgd
President

George Heitsch, sgd
Superintendent

Dated: May 21, 2010

Dated: May 21, 2010

Memorandum of Agreement

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

1. This agreement further elaborates the 2010-12 Master Agreement between the Avondale Education Association and Avondale School District (Article X – Compensation for Extra - Curricular Activities)
 - a. Section 10.03 B, (Non- Athletic Extra – curricular Activities) and is intended to clarify the new Master Agreement (2010-12) pay scale for, 6th grade Middle School Instrumental Music.
 - b. Section 10.03 C, (Non- Athletic Extra – curricular Activities) and is intended to clarify the new Master Agreement (2010-12) pay scale for, 6th grade Middle School Vocal Music.
2. It is understood that the member teaching Middle School Instrumental will placed at 2% on the non- athletic extra – curricular activities pay scale. (Serves the entire school year).
3. It is understood that the member teaching Middle School Vocal Music will placed at 1.5% on the non- athletic extra – curricular activities pay scale. (Serves the entire school year).
4. It is understood that this agreement will be for the duration of the contract.
5. It is understood that both parties agree to negotiate to incorporate this language into the successor agreement.

The undersigned, by affixing their signature hereto, acknowledge this agreement between the Avondale School District Board of Education and the Avondale Education Association

Carol Czechowski, sgd
President

George Heitsch, sgd
Superintendent

1 September 2010

1 September 2010

Memorandum of Agreement

This memorandum is to verify that due to the unique circumstances at Avondale High School, a mutual agreement between the Avondale School District Board of Education and the Avondale Education Association is reached for the remainder of the 2011-2012 school year as indicated below:

1. An AEA member who assumes the position of the temporary High School Administrative Intern for the remainder of the 2011-12 school year will continue to be allowed to accrue AEA seniority for that period of time. However, should the temporary person be chosen to fill the permanent position of High School Assistant Principal that temporary seniority time shall be removed and be counted as part of the two (2) years per section 20.8 of the Master Agreement.
2. Only current AEA members can apply for the temporary High School Administrative Intern position. The person chosen will have a substitute teacher provided for his/her position for the remainder of the school year.
3. The temporary High School Administrative Intern will be removed as an AEA member while he/she is in the temporary position, but shall be scheduled at his/her previous school for the 2012-13 school year. Avondale School District will follow the language found in Article 20.6 regarding the member receiving written notification of his/her assignment no later than June 1, 2012. He/she will be covered by the Avondale Administrators Association contract and receive salary and benefits accordingly.
4. The temporary High School Administrative Intern will receive training in the new Evaluation System and be given the option as to whether or not he will perform evaluations for the 2011/12 school year.
5. This memorandum of Agreement is established on a one-time non-precedent setting basis due to the unique situation at Avondale High School.

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

Carol Czechowski, President
Avondale Education Association

Date 1-24-12

George C. Heitsch, Superintendent
Avondale School District

Date 1-24-12

Memorandum of Agreement

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

1. It is understood that a current Para Educator from the Avondale Para Educators Association can temporarily fill the Avondale Education Association media Specialist position at Avondale Middle School and **Avondale High School**.
2. It is understood that a current Para Educator from Avondale Para Educators Association can temporarily fill the Avondale Education Association Media Specialist position split between Auburn and Graham Elementary schools.
3. It is understood that this agreement will be for the duration of the contract.

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

Carol Czechowski, sgd
President

Dated: March 13, 2012

George Heitsch, sgd
Superintendent

Dated: March 13, 2012

Memorandum of Agreement

This memorandum is to verify a mutual agreement that was reached between the Avondale School District Board of Education and the Avondale Education Association as indicated below for the 2012-2013 school year.

1. Status quo for the structure of the high school schedule as per Article 14 – Class Size.
2. Class size for grades 9-12 will be 32 students (with a maximum overage of 3 students).
3. Other high school courses and science labs will increase by three (3) where equipment is available.
4. The student ratio for the Academic Center will change to 20 students (with a maximum overage of 3 students).
5. It is understood that this agreement will be for the duration of the contract.

The undersigned, by affixing their signature hereto, acknowledge this agreement between the Avondale School District Board of Education and the Avondale Education Association

Carol Czechowski, sgd
President

George Heitsch, sgd
Superintendent

Dated: June 27, 2012

Dated: June 27, 2012

LETTER OF UNDERSTANDING

AVONDALE SCHOOL DISTRICT

-and-

AVONDALE EDUCATION ASSOCIATION, MEA/NEA

1. This Letter of Understanding is being executed contemporaneously with the execution of the parties' collective bargaining agreement, and will be attached to that collective bargaining agreement.

2. The Avondale School District ("the School District") and the Avondale Education Association, MEA/NEA ("the Association") recognize and agree that, as a result of the enactment of Public Act 103 of the Public Acts of 2011, the provisions of the parties' collective bargaining agreements identified below are not enforceable as they apply to bargaining unit members who are subject to the Michigan Teacher Tenure Act, but these provisions continue in full force and effect for those bargaining unit members who are not subject to the Teacher Tenure Act. Should a court or administrative agency of competent jurisdiction issue a decision that all or part of PA 103 is unconstitutional or otherwise not legally effective, then those provisions set forth below that were not enforceable due to the portion of PA 103 affected by the decision of the court or administrative agency shall immediately be in full force and effect, subject to further decisions of courts or administrative agencies of competent jurisdiction. Those provisions are:

Article 4, Section: 4.5

Article 5, Sections: 5.1. (First sentence), 5.2 (Third paragraph), 5.4, 5.6, 5.7, 5.8, 5.9, 5.10, 5.11, 5.12, 5.13, 5.14, 5.17, 5.18, 5.19, 5.20, 5.22, 5.23, 5.24, 5.25, 5.26

Article 6, Section: 6.4

Article 13, Sections: 13.15, 13.16, 13.21), 13.23(last two sentences), 13.24(First paragraph)

Article 14, Sections: 14.1.B (last paragraph)

Article 20, Sections: 20.3, 20.4.A.C.D.E., 20.5

Article 36, Sections: 36.1, 36.2, 36.3 A. B, 36.4, 36.5 (first paragraph), 36.7, 36.8, 36.9. 36.10

3. In addition, the parties do not agree as to whether a number of additional provisions of the collective bargaining agreement are enforceable as a result of that section of PA 103 that makes the following a prohibited subject of bargaining: "Any decision made by the public school employer regarding the placement of teachers, or the impact of that decision on an individual employee or the bargaining unit." As a result, neither party is

Signed 7-11-12

waiving its right to contend that such provisions either are or are not enforceable as a result of PA 103.

4. This document represents the parties' entire understanding as to the matters to which it relates, and no other such agreement is binding unless in writing and signed by the parties.

Dated: July 11, 2012

THE SCHOOL DISTRICT

THE ASSOCIATION

George Heitsch, Superintendent

Carol Czechowski, AEA
President

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**Letter of Understanding
between
Avondale Education Association (AEA)
and
Avondale School District (ASD)**

TA'd 7-3-12

The parties enter into this Agreement for the 2011-12 school year. All terms and provisions of the parties' current collective bargaining agreement, which expires August 31, 2012, shall remain in full force and effect, except as temporarily modified by this Letter of Understanding. The parties are willing to enter into the following Agreement with the District because there is a need to address the Deficit Elimination Plan filed by ASD in December of 2010.

This Agreement, modifying the existing contract terms, is contingent upon the Superintendent, the Superintendent's Cabinet, Administrators, and any other non-MEA Avondale employees entering into a comparable concessionary arrangement with the Board of Education.

- I. The parties agree on the following changes for the 2011-12 school year only.
 - A. 1 year freeze (no Steps, no salary increase) for 2011-12.

B. 11/12 with 1.5% pay cut

step	BA	BA+15	BA+25	MA	MA+15	MA+30
0	36,445	37,320	38,364	39,016	40,342	41,633
0.5	37,430	38,328	39,440	40,111	41,475	42,802
1	38,354	39,263	40,384	41,066	42,426	43,784
1.5	39,745	40,665	41,690	42,672	44,234	45,717
2	41,134	42,062	42,984	44,278	46,036	47,647
2.5	42,298	43,463	44,284	46,203	47,666	49,174
3	43,462	44,864	45,571	48,131	49,298	50,702
3.5	44,632	46,264	46,852	49,763	50,931	52,329
4	45,798	47,665	48,131	51,399	52,565	53,958
4.5	46,967	49,063	49,762	53,031	54,314	55,597
5	48,131	50,463	51,524	54,662	56,068	57,234
5.5	49,297	51,859	53,031	56,297	57,848	58,866
6	50,463	53,257	54,662	57,924	59,099	60,496
6.5	51,743	54,774	56,296	59,673	60,848	62,243
7	53,028	56,291	57,924	61,429	62,590	63,989
7.5	54,115	57,382	59,360	63,062	64,221	65,625
8	55,824	59,099	61,429	64,693	65,852	67,259
8.5	57,226	60,496	62,746	66,443	67,488	68,890
9	58,628	61,893	64,693	68,194	69,125	70,520
9.5	60,028	63,295	66,323	69,823	70,990	72,155
10	61,429	64,693	67,951	71,454	72,857	73,791
10.5	65,743	68,897	72,558	76,342	77,801	79,030
11	70,058	73,097	77,161	81,231	82,746	84,272

- C. At the expiration of the 2011-12 school year, the AEA will implement the salary schedule with Steps 1-14 detailed in the current AEA Master Agreement for the 2012-13 school year.

APPENDIX A1
2011/12 AEA SALARY SCHEDULE

step	BA	BA+15	BA+25	MA	MA+15	MA+30
1	37,000	37,888	38,948	39,610	40,956	42,267
1.5	37,550	38,451	39,547	40,219	41,586	42,917
2	38,100	39,013	40,145	40,827	42,216	43,566
2.5	38,800	39,729	40,882	41,576	42,991	44,365
3	39,500	40,444	41,618	42,325	43,765	45,164
3.5	40,175	41,136	42,330	43,049	44,514	45,937
4	40,850	41,827	43,041	43,773	45,262	46,709
4.5	42,487	43,687	44,653	46,319	47,656	49,092
5	44,124	45,547	46,265	48,864	50,049	51,474
5.5	45,312	46,969	47,565	50,521	51,707	53,126
6	46,495	48,391	48,864	52,182	53,365	54,780
6.5	47,682	49,810	50,520	53,839	55,141	56,444
7	48,864	51,231	52,309	55,494	56,922	58,106
7.5	50,048	52,649	53,839	57,154	58,729	59,762
8	51,321	54,068	55,494	58,806	59,999	61,417
8.5	52,531	55,608	57,153	60,582	61,775	63,191
9	53,836	57,148	58,806	62,364	63,543	64,963
9.5	54,939	58,256	60,264	64,022	65,199	66,624
10	56,674	59,999	62,364	65,678	66,855	68,283
10.5	58,097	61,417	63,702	67,455	68,516	69,939
11	59,521	62,836	65,678	69,232	70,178	71,594
11.5	60,942	64,259	67,333	70,886	72,071	73,254
12	62,364	65,678	68,986	72,542	73,966	74,915
12.5	64,764	68,207	71,642	75,335	76,814	77,799
13	67,164	70,735	74,297	78,127	79,661	80,683
13.5	69,689	73,041	76,916	80,935	82,480	83,778
14	72,214	75,346	79,535	83,742	85,299	86,872

- D. The AEA members who are covered by the District health insurance as defined in Article 24 – Health Insurance will increase their level of contribution to reflect a 20% premium contribution (health only) on a pre-tax basis, beginning in the 2011-12 school year, as long as the current level of coverage is maintained.
- E. Article 24 - Insurance Protection Section 24.7- 1 Option to Health Insurance, will change to \$500 per month for ten (10) months if and only if 24 or more AEA members take the opt out.
- II. The parties understand that this Letter of Understanding will require ratification from the AEA memberships and the ASD School Board.
- III. The parties understand that this understanding is a non precedent setting agreement.

Carol Czechowski, President
Avondale Education Association

Date 6-20-11

George Heitsch, Superintendent
Avondale School District

Date 6-20-11

July 3, 2012

Tentative Settlement Agreement

Between

Avondale Education Association (AEA)

And

Avondale School District (ASD)

This tentative settlement agreement is to verify that due to the unique circumstances a mutual agreement between the Avondale School District Board of Education and the Avondale Education Association is reached for the extension of the current 2010-12 contract and through to the new 2012-13 contract year as modified below:

The parties enter into this non-precedent setting agreement for the beginning of the 2012-2013 school year. All terms and provisions of the parties' current collective bargaining agreement which expires August 31, 2012 shall remain in full force and effect, except as temporarily modified by this tentative agreement through August 31, 2013. The parties are willing to enter into the following agreement with the District because there is a need to address the Deficit Elimination Plan filed by ASD in December of 2011.

This agreement modifying the existing contract terms, acknowledges the Superintendent, Assistant Superintendents, and other staff's willingness to enter into comparable concessionary agreements with the Board of Education for the 2012-13 school year and brings with it the expectation that the Board of Education will enter into comparable concessionary agreements with the Superintendent and other staff for the 2012-13 school year.

IV. The parties agree on the following changes to the 2010-12 contract only for the 2012-2013 school year:

- B. 1 year freeze extension (no Steps, no salary increase) for the 2012-13 school year based on the 2011-12 Steps 1-11 Salary Schedule with a 1.5% pay cut (Attachment B) detailed in the 2011-12 Letter of Understanding .
- C. The AEA members who are covered by the District Health Insurance as defined in Article 24 – Health Insurance will continue their level of contribution to reflect a 20% premium contribution (health only) on a pre-tax basis, only for the 2012-13 school year, as long as the current level of coverage is maintained.
 - a. Single: \$1,351.13
 - b. Two person: \$3,035.52
 - c. Full family: \$3,372.38
- D. Article 24 - Insurance Protection Section 24.7- 1 Option to Health Insurance, will change to \$600 per month for ten (10) months (full family only) if at least 8 AEA full family members (over the current full family 34.1) take the opt- out.
- E. 4.25% off schedule pay decrease from the Salary Schedule with 1.5% pay cut, included in the Letter of Understanding dated 6-20-2011. (Attachment C)

- F. There will be 5.125 furlough days (Defined as work with no pay) for the 2012-13 school years.**
- a. For AEA retirements effective no later than January 18, 2013 with equal retirement savings equivalent to two (2) furlough days, one (1) furlough day credit is granted back to the AEA.**
 - b. For every equivalent of 17 Avondale School District FTE additional at fall count, one (1) furlough day will be granted to AEA.**
 - c. Furlough days will be paid forward and will be credited back as earned during the 2012-13 school year so as to have the least financial impact.**
 - d. Furlough days daily rates are reflected on the 2012-13 daily rate schedule (Attachment C1).**
- G. There will be 8.0 FTE layoffs for the 2012-13 school year (4.0 Elementary, 2.0 Middle School, and 2.0 High School). No later than August 1, 2012, the Avondale School District will provide the Association, the names of those teachers who have received an "Intent to Layoff" letter from the District.**
- a. That under the current contract, which expires on August 31, 2012, the District is prohibited from laying off any additional teachers until the second semester of the 2012-13 school year.**
 - b. That Public Act 103 of 2011 made all matters pertaining to layoff and recall a prohibited subject of bargaining, and contract provisions that attempt to restrict a public school's actions with respect to layoff and recall are unenforceable after the expiration of the current contract; and**
 - c. Therefore, upon expiration of the current contract on August 31, 2012, the District has the right under Public Act 103 to layoff staff as it believes is necessary, and the Union is prohibited by law from seeking contractual restrictions upon such right.**

In light of the above, the District has informed the Union, as a courtesy, that it intends to layoff eight teachers (mentioned in section F above) in early September, 2012, in order to reduce its budget deficit. The Union has requested that the District look for other ways to address its budget deficit other than these intended layoffs, but acknowledges that the District may have the right to make such layoffs after expiration of the current contract.

- H. Longevity - Appendix A 2 - will be suspended for the 2012-13 school year and will be reinstated as per the Collective Bargaining Agreement of 2010-12 at the expiration of this agreement.**
- I. Compensation for Extra-Curricular Activities- Article 10 - All non-affiliated coaches/sponsors paid through PCMI will have a 10% reduction in pay based on the track used in Section 10.1, 10.2, and 10.3.**
- Compensation for Extra-Curricular Activities- Article 10, Sections 10.1,2,3,5 for All AEA school district members will have a 5% reduction in pay based on the track used in Section 10.1, 10.2, and 10.3.**

- J. The District agrees to reduce substitute teacher costs by at least \$12,500 for the 2012-13 school year from the 2011-2012 levels.
- K. For the 2012-13 year, the 14 Step salary schedule (Attachment D) will not be activated. The "2011/12 with a 1.5% pay cut" schedule from the June 20, 2011 Letter of Understanding will be the base used. When 7% fund equity exists, as established by independent audit, the District and the Association will enter into the process of negotiating when and how the implementation of the 14-Step schedule will occur.
- L. Both parties agree that any TA'd sections not specifically listed above will be part of the 2012-13 contract, but not subject to the one (1) year provision.

***Attachment A – 2010-11 Wage Scale**

- V. The parties understand that this tentative agreement will require ratification from the AEA memberships and the ASD Board of Education.
- III. The parties understand that this agreement is a non precedent setting agreement for the extension of the current 2010-12 contract and through to the new 2012-13 contract as modified.

Carol Czechowski, President Date
Avondale Education Association

George Heitsch, Superintendent Date
Avondale School District

2010/11 AEA SALARY SCHEDULE

step	BA	BA+15	BA+25	MA	MA+15	MA+30
0	37,000	37,888	38,948	39,610	40,956	42,267
0.5	38,000	38,912	40,041	40,722	42,107	43,454
1	38,938	39,861	40,999	41,691	43,072	44,451
1.5	40,350	41,284	42,325	43,322	44,908	46,413
2	41,760	42,703	43,639	44,952	46,737	48,373
2.5	42,942	44,125	44,958	46,907	48,392	49,923
3	44,124	45,547	46,265	48,864	50,049	51,474
3.5	45,312	46,969	47,565	50,521	51,707	53,126
4	46,495	48,391	48,864	52,182	53,365	54,780
4.5	47,682	49,810	50,520	53,839	55,141	56,444
5	48,864	51,231	52,309	55,494	56,922	58,106
5.5	50,048	52,649	53,839	57,154	58,729	59,762
6	51,231	54,068	55,494	58,806	59,999	61,417
6.5	52,531	55,608	57,153	60,582	61,775	63,191
7	53,836	57,148	58,806	62,364	63,543	64,963
7.5	54,939	58,256	60,264	64,022	65,199	66,624
8	56,674	59,999	62,364	65,678	66,855	68,283
8.5	58,097	61,417	63,702	67,455	68,516	69,939
9	59,521	62,836	65,678	69,232	70,178	71,594
9.5	60,942	64,259	67,333	70,886	72,071	73,254
10	62,364	65,678	68,986	72,542	73,966	74,915
10.5	66,744	69,946	73,663	77,505	78,986	80,234
11	71,125	74,210	78,336	82,468	84,006	85,555

Attachment B
From 6-20-10 LOU

11/12 with 1.5% pay cut

step	BA	BA+15	BA+25	MA	MA+15	MA+30
0	36,445	37,320	38,364	39,016	40,342	41,633
0.5	37,430	38,328	39,440	40,111	41,475	42,802
1	38,354	39,263	40,384	41,066	42,426	43,784
1.5	39,745	40,665	41,690	42,672	44,234	45,717
2	41,134	42,062	42,984	44,278	46,036	47,647
2.5	42,298	43,463	44,284	46,203	47,666	49,174
3	43,462	44,864	45,571	48,131	49,298	50,702
3.5	44,632	46,264	46,852	49,763	50,931	52,329
4	45,798	47,665	48,131	51,399	52,565	53,958
4.5	46,967	49,063	49,762	53,031	54,314	55,597
5	48,131	50,463	51,524	54,662	56,068	57,234
5.5	49,297	51,859	53,031	56,297	57,848	58,866
6	50,463	53,257	54,662	57,924	59,099	60,496
6.5	51,743	54,774	56,296	59,673	60,848	62,243
7	53,028	56,291	57,924	61,429	62,590	63,989
7.5	54,115	57,382	59,360	63,062	64,221	65,625
8	55,824	59,099	61,429	64,693	65,852	67,259
8.5	57,226	60,496	62,746	66,443	67,488	68,890
9	58,628	61,893	64,693	68,194	69,125	70,520
9.5	60,028	63,295	66,323	69,823	70,990	72,155
10	61,429	64,693	67,951	71,454	72,857	73,791
10.5	65,743	68,897	72,558	76,342	77,801	79,030
11	70,058	73,097	77,161	81,231	82,746	84,272

Attachment C**2012/13 AEA Pay Schedule**

step	BA	BA+15	BA+25	MA	MA+15	MA+30	step
0	34,896	35,734	36,734	37,358	38,627	39,864	0
0.5	35,839	36,699	37,764	38,406	39,712	40,983	0.5
1	36,724	37,594	38,668	39,321	40,623	41,923	1
1.5	38,056	38,937	39,918	40,858	42,354	43,774	1.5
2	39,386	40,274	41,157	42,396	44,079	45,622	2
2.5	40,500	41,616	42,402	44,239	45,640	47,084	2.5
3	41,615	42,957	43,634	46,085	47,203	48,547	3
3.5	42,735	44,298	44,861	47,648	48,766	50,105	3.5
4	43,852	45,639	46,085	49,215	50,331	51,665	4
4.5	44,971	46,978	47,647	50,777	52,006	53,234	4.5
5	46,085	48,318	49,334	52,339	53,685	54,802	5
5.5	47,202	49,655	50,777	53,904	55,389	56,364	5.5
6	48,318	50,994	52,339	55,462	56,587	57,925	6
6.5	49,544	52,446	53,903	57,137	58,262	59,598	6.5
7	50,774	53,899	55,462	58,818	59,930	61,269	7
7.5	51,815	54,943	56,837	60,382	61,492	62,836	7.5
8	53,451	56,587	58,818	61,944	63,053	64,400	8
8.5	54,794	57,925	60,079	63,619	64,620	65,962	8.5
9	56,136	59,263	61,944	65,296	66,187	67,523	9
9.5	57,477	60,605	63,504	66,856	67,973	69,088	9.5
10	58,818	61,944	65,063	68,417	69,761	70,655	10
10.5	62,949	65,969	69,474	73,097	74,494	75,671	10.5
11	67,081	69,990	73,882	77,779	79,229	80,690	11

Attachment C1**2012/13 AEA Daily Rates**

step	BA	BA+15	BA+25	MA	MA+15	MA+30	step
0	196.04	200.75	206.37	209.88	217.01	223.96	0
0.5	201.34	206.17	212.16	215.76	223.10	230.24	0.5
1	206.31	211.20	217.24	220.90	228.22	235.52	1
1.5	213.80	218.75	224.26	229.54	237.94	245.92	1.5
2	221.27	226.26	231.22	238.18	247.63	256.30	2
2.5	227.53	233.80	238.21	248.53	256.40	264.52	2.5
3	233.79	241.33	245.13	258.90	265.19	272.74	3
3.5	240.08	248.87	252.03	267.69	273.97	281.49	3.5
4	246.36	256.40	258.90	276.49	282.76	290.25	4
4.5	252.65	263.92	267.68	285.26	292.17	299.07	4.5
5	258.90	271.45	277.16	294.04	301.60	307.88	5
5.5	265.18	278.96	285.26	302.83	311.17	316.65	5.5
6	271.45	286.48	294.04	311.58	317.90	325.42	6
6.5	278.34	294.64	302.83	320.99	327.31	334.82	6.5
7	285.25	302.80	311.58	330.44	336.69	344.21	7
7.5	291.10	308.67	319.31	339.22	345.46	353.01	7.5
8	300.29	317.90	330.44	348.00	354.23	361.80	8
8.5	307.83	325.42	337.52	357.41	363.03	370.57	8.5
9	315.37	332.94	348.00	366.83	371.84	379.34	9
9.5	322.90	340.48	356.76	375.60	381.87	388.13	9.5
10	330.44	348.00	365.52	384.37	391.92	396.94	10
10.5	353.65	370.61	390.30	410.66	418.51	425.12	10.5
11	376.86	393.20	415.07	436.96	445.11	453.31	11

**Attachment D
From 6-20-10 LOU**

**APPENDIX A1
2011/12 AEA SALARY SCHEDULE**

Step	BA	BA+15	BA+25	MA	MA+15	MA+30
1	37,000	37,888	38,948	39,610	40,956	42,267
1.5	37,550	38,451	39,547	40,219	41,586	42,917
2	38,100	39,013	40,145	40,827	42,216	43,566
2.5	38,800	39,729	40,882	41,576	42,991	44,365
3	39,500	40,444	41,618	42,325	43,765	45,164
3.5	40,175	41,136	42,330	43,049	44,514	45,937
4	40,850	41,827	43,041	43,773	45,262	46,709
4.5	42,487	43,687	44,653	46,319	47,656	49,092
5	44,124	45,547	46,265	48,864	50,049	51,474
5.5	45,312	46,969	47,565	50,521	51,707	53,126
6	46,495	48,391	48,864	52,182	53,365	54,780
6.5	47,682	49,810	50,520	53,839	55,141	56,444
7	48,864	51,231	52,309	55,494	56,922	58,106
7.5	50,048	52,649	53,839	57,154	58,729	59,762
8	51,231	54,068	55,494	58,806	59,999	61,417
8.5	52,531	55,608	57,153	60,582	61,775	63,191
9	53,836	57,148	58,806	62,364	63,543	64,963
9.5	54,939	58,256	60,264	64,022	65,199	66,624
10	56,674	59,999	62,364	65,678	66,855	68,283
10.5	58,097	61,417	63,702	67,455	68,516	69,939
11	59,521	62,836	65,678	69,232	70,178	71,594
11.5	60,942	64,259	67,333	70,886	72,071	73,254
12	62,364	65,678	68,986	72,542	73,966	74,915
12.5	64,764	68,207	71,642	75,335	76,814	77,799
13	67,164	70,735	74,297	78,127	79,661	80,683
13.5	69,689	73,041	76,916	80,935	82,480	83,778
14	72,214	75,346	79,535	83,742	85,299	86,872