

MASTER AGREEMENT  
2021-2024

AVONDALE SCHOOL DISTRICT

AND

AVONDALE EDUCATION  
ASSOCIATION, MEA/NEA

## Table of Contents

ARTICLE 1 - PREAMBLE	4
ARTICLE 2 – RECOGNITION	5
ARTICLE 3 - PROFESSIONAL RESPONSIBILITY	7
ARTICLE 4 - PROTECTION OF TEACHERS	8
ARTICLE 5 - TEACHER EVALUATION	11
ARTICLE 6 - TEACHING CREDENTIALS	13
ARTICLE 7 - PREPARATION BEYOND BACHELOR'S & MASTER'S DEGREE	14
ARTICLE 8 - OUTSIDE DEGREE EXPERIENCE ALLOWANCE	15
ARTICLE 9 - PAY SCHEDULE-SALARY COMPUTATION	16
ARTICLE 10 - COMPENSATION FOR EXTRA-CURRICULAR ACTIVITIES	19
ARTICLE 11 – MILEAGE AND TRANSPORTATION	26
ARTICLE 12 - TEACHING HOURS	27
ARTICLE 13 - TEACHING CONDITIONS	32
ARTICLE 14 - CLASS SIZE	37
ARTICLE 15 - PROFESSIONAL DEVELOPMENT	42
ARTICLE 16 - ELEMENTARY SPECIALIST TEACHERS	44
ARTICLE 17 - Cooperating Teacher Guidelines	46
ARTICLE 18 – SUBSTITUTION	47
ARTICLE 19 – IMPACT MENTOR PROGRAM	48
ARTICLE 20 - PROMOTIONS, VACANCIES AND TRANSFERS	50
ARTICLE 21 - LEAVES WITH PAY	53
ARTICLE 22 - LEAVES WITHOUT PAY	57
ARTICLE 23 - INSURANCE PROTECTION	59
ARTICLE 24 - TAX DEFERRED ANNUITIES	63
ARTICLE 25 - GRIEVANCE PROCEDURE	64
ARTICLE 26 - MANAGEMENT RIGHTS AND RESPONSIBILITIES	67
ARTICLE 27 - ASSOCIATION RIGHTS AND RESPONSIBILITIES	68
ARTICLE 28 - TEACHER RIGHTS	70
ARTICLE 29 - TEACHER RESPONSIBILITIES	72

ARTICLE 30 - RETIREMENT POLICY	73
ARTICLE 31 - MISCELLANEOUS PROVISIONS	74
ARTICLE 32 - CONTINUITY OF OPERATIONS	76
ARTICLE 33 - NEGOTIATION PROCEDURES	77
ARTICLE 34 - NO STRIKE NO LOCKOUT	78
ARTICLE 35 - LAYOFF-RECALL	79
ARTICLE 36 - SHARED-TIME/PART TIME TEACHING	80
ARTICLE 37 - REOPENER	82
ARTICLE 38 - DURATION OF AGREEMENT	83
ARTICLE 39: SIGNATURES	84
APPENDIX A1	85
APPENDIX A2	87
APPENDIX B	88
APPENDIX C	89
APPENDIX D	90
APPENDIX E: GRIEVANCE FORMS	91

# ARTICLE 1 - PREAMBLE

## Section 1.1

This Collective Bargaining Agreement entered into 1 September 2021, 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 therapists, occupational therapists, instructional support specialists, reading consultants, teacher leaders, 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, Assistant Superintendent for Curriculum and Instruction, Assistant Superintendent for Financial Services, Human Resources Director, Assistant Superintendent for 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

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 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.

## 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, battery, or harassment (per Board Policy) upon a teacher during his/her official duties or arising from his/her official duties will be promptly reported (within 24 hours when possible) to the building principal, who, in turn will notify the office of the Superintendent or designee. A meeting with administration, the teacher(s) involved and the Association will take place to discuss each situation to reach a mutual resolution within twenty four (24) hours when possible. The District will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault, battery, or harassment 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 suffers loss or damage of personal property or clothing while on assigned duty in a scheduled school activity or arising from his/her assigned duty at a scheduled school activity through an overt or aggressive act of an Avondale student, parent, guardian, sibling, relative, or friend of students, unidentified person, and/or former students, and through no negligent activity of the teacher, the District agrees to reimburse teachers for such loss. It is further understood that this loss or damage will be restricted to items of personal property or clothing on the teacher at the time of such loss. For example: watches, rings, glasses, and article or attire. This reimbursement is not designed to doubly compensate the teacher for loss of personal property.

### Section 4.4

Building Administration or a designee will consistently communicate with affected AEA members regarding all student disciplinary issues that occur. This may include the development of a behavior plan, needed supports, or the inclusion of other parties. If a student's behavior continues to disrupt classroom instruction after collaborative conversations and/or intervention strategies have been put in place, a student may be removed from the classroom. A student may be removed from the classroom until a meeting can be scheduled to identify mutually agreed upon additional supports.

### Section 4.5

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 4.6

Any complaint directed toward a teacher which is serious enough to be included in 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 4.7

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 4.8

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 4.9

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 4.10

The District and Association recognize and support the right of parents/legal guardians to observe instruction. It is important for parents/legal guardians 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.

1. 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.
2. Prior to the observation the building principal will make the parents/legal guardians aware of the following guidelines:
  - a. Seating will be at the discretion of the teacher.
  - b. Parents/legal guardians will not challenge the lesson, or any portion of it during the class or in front of other students.
  - c. Parents/legal guardians must not interrupt the instruction.
  - d. No personal questions about students will be answered during the observation, or subsequent meetings.
  - e. If the parents/legal guardians wish to discuss their student(s), they may make arrangements to

do so.

3. 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.

#### Section 4.13

Homebound services will be provided at a public neutral site, unless the student is not able to leave the home. In the case the student is unable to leave the home an additional ASD employee must be present. The additional ASD staff member will require the proper training and skills to manage vulnerable, challenging situations, as determined by the District administration. The additional staff member will receive curriculum rate and may be any ASD employee – provided they are properly trained. The Homebound teacher and the additional ASD employee will sign an agreement for the provided Homebound services.

## ARTICLE 5 - TEACHER EVALUATION

### Section 5.1

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. Surveillance cameras will be used to enforce student code of conduct in common or multi-purpose environments such as: stationery computer labs, media centers, physical education rooms (gymnasium) and academic centers.

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 recording(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.

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 the 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

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 5.5

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 5.6

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 5.7

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

## ARTICLE 6 - TEACHING CREDENTIALS

### Section 6.1

Both the District and the Association agree on 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 Every Student Succeeds Act (ESSA) 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

A teacher whose certification expires may be allowed to be a permanent substitute in the AEA bargaining unit position and will be paid BA Step 1 until the close of business on the first workday in November.

If prior to the close of business on the first workday in November, the teacher has renewed his/her teaching certificate, and the district elects to rehire the teacher, 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

It will be the individual teacher's responsibility to provide official transcripts/District paper work to establish credit for proper placement on the salary schedule. 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\*official transcript/district paper work must be presented by October 15<sup>th</sup> for consideration of 100% salary readjustment or February 15<sup>th</sup> for consideration of 50% salary readjustment. 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. 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.

It will be the individual teacher's responsibility to provide official transcripts/District paperwork to establish credit for proper placement on the salary schedule. For those Master's Degree's that require more than thirty (30) credits, 45-59 credits qualify for MA=15 on the salary schedule and MA requiring 60+ credits qualify for MA+30 on the salary schedule. This documentation – official transcript/district paperwork must be presented by October 15 for consideration of 100% salary readjustment or February 15<sup>th</sup> for consideration of 50% salary readjustment. 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. 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.

## 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 may grant up to three (3) years' salary credit based on one 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

For new employees, the District may grant up to five (5) years' salary credit based on one year credit for each year of outside service credit in a critical needs area as defined by Michigan Department of Education (MDE).

## Section 8.3

Up to two (2) years of credit on the salary schedule may 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.

# 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 any time during the year, provided such change is made at seven (7) 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 parties agree on the following changes to the 2021-2024 contract only:

- A. 1. For the 2021-2022 school year AEA members eligible for step movement will move up one (1) step. Another half (1/2) step move up will occur for those AEA members hired prior to the 2019-2020 school year to be effective the second (2<sup>nd</sup>) semester of the 2021 – 2022 school year
  2. For the 2022-2023 school year two thousand three hundred dollars (\$2,300) will be added to each step of the salary schedule. For the 2022-2023 school year AEA members eligible for step movement will move up one half (1/2) step. Another half (1/2) step move up will occur for those AEA members hired prior to the 2019-2020 school year to be effective the second semester of the 2022-2023 school year on the second January paycheck.
  3. For the 2023-2024 school year AEA members eligible for step movement will move up one (1) step.
- B. The parties will meet in January 2022 to negotiate the remaining years of CBA regarding salary.
  - C. There will be a one time payment of \$1,200 for those AEA members on step 11 of the salary schedule paid out in the 2021 -2022 school year and \$600 to those AEA members on step 10.5 of salary schedule.
  - D. For the 2021-2022 school years, a 14 Step Salary Schedule will not be activated.
  - E. When a 9% Fund Equity exists, as established by independent audit, the District and the Association will enter into the process of negotiating if, when and how implementation of a 14 Step Schedule will occur.
  - F. Any additional money over 10% off the targeted fund balance as verified by the official audit and defined by the State will be divided among AEA members, The District will share fifteen percent (25%) of that amount with AEA members in a one-time payment paid in December 2021. After this payment, the fund equity payment will be eliminated.
  - G. For the duration of this agreement, should the fund balance drop below 12.5% the Association and District will meet to determine how to restore the fund balance to 12.5%.
  - H. For the duration of this agreement, the Association and Administration shall meet to discuss a salary reopener should the fund balance rise above 18%.

## Section 9.2



All pay dates 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 six (6) student instructional periods.

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 SALARY

- A. Work one semester: 1/2 annual salary
- B. Work one trimester: 1/3 annual salary
- C. 3 days per week: 3/5 annual salary
- D. 1/2 of each day elementary only session before lunch break or session after lunch break: 1/2 annual salary
- E. 1/2 of each day for one semester: 1/4 annual salary
- F. One period of instruction/duty: 1/6 annual salary
- G. Two periods of instruction/duty: 2/6 annual salary
- H. Three periods of instruction/duty: 3/6 annual salary
- I. Four periods of instruction/duty: 4/6 annual salary
- J. 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.

### Section 9.7

In order to comply with Section 164h (1) (d) of PA 108 of 2017 (merit pay) the following provisions apply: Teachers who have acquired the National Board for Professional Teaching Standards Certification will receive an additional \$1,500 per year for each year the certificate is current. Employees that receive a year end evaluation rating of highly effective, effective or minimally effective in each of the two (2) most recent years shall advance on the salary/step/lane schedule. First year teachers advance unless they have received an ineffective rating. This provision will be renegotiated and/or removed upon change in merit pay law or evaluation tool for 2018-2021 school years (duration of contract).

# ARTICLE 10 - COMPENSATION FOR EXTRA-CURRICULAR ACTIVITIES

## Section 10.1

Compensation for all extra-curricular activities will be based upon the following track with experience within the assignment used to determine salary step placement. Assistant positions must be filled if the squad numbers are at least (30).

Original track/scale in which calculation for compensation is based
Years 1-2 \$37,000
Years 3-4 \$42,000
Years 5-6 \$47,000
Years 7-8 \$52,000
Years 9-10 \$58,000
Years 11 \$68,000

## Section 10.2

### Athletic Coaches' Pay Scale

- A. Coaches: Football
  - a. Varsity Head 12%
  - b. Varsity Assistant 10%
  - c. Jr. Varsity Head 9%
  - d. Jr. Varsity Asst. 8%
  - e. Grade 9 7%
  - f. Grade 9 Asst. 6%
  - g. Grades 7/8 Head 6%
  - h. Grades 7/8 Asst. 5%
- B. Coaches: Boys and Girls Basketball
  - a. Varsity Head 12%
  - b. Varsity Assistant 9%
  - c. Jr. Varsity Head 9%
  - d. Grade 8 6%
- C. Coaches: Volleyball
  - a. Varsity Head 10%
  - b. Jr. Varsity 8%
  - c. Grade 9 7%
  - d. Grade 8 5%

- e. Grade 7 5%
- D. Coaches: Baseball/Softball
  - a. Varsity Head 10%
  - b. Jr Varsity Head 8%
  - c. Grade 9 7%
- E. Coaches: Boys and Girls Track
  - a. Varsity Head 10%
  - b. \*Varsity Asst. 7%
  - c. Grade 9 7%
  - d. MS Track 5%
  - e. MS Track Asst. 5%
- F. Coaches: Boys and Girls Swimming
  - a. Varsity Head 10%
  - b. \*Varsity Asst. 6%
- G. Coaches: Wrestling
  - a. Varsity Head 10%
  - b. Varsity Asst. 8%
  - c. MS Varsity Head 5%
  - d. MS Varsity Asst. 3%
- H. Coaches: Boys and Girls Cross Country
  - a. Varsity Head 7%
  - b. MS Head 5%
- I. Coaches: Boys and Girls Golf
  - a. Varsity Head 7%
- J. Coaches: Boys and Girls Soccer
  - a. Varsity Head 10%
  - b. Junior Varsity 8%
  - c. Grade 9 7%
- K. Coaches: Tennis
  - a. Varsity Head 7%
  - b. Junior Varsity 4%
- L. Coaches: Cheerleading (per season)
  - a. Senior High (9-12)
  - b. \*Head 10%
  - c. Varsity Asst. 6%
  - d. \*JV 7%
  - e. \*\*MS (7-8) 6%
  - f. \*Not the same person
  - g. \*\*Same Coach
- M. Coaches: Hockey
  - a. Head 10%
- N. Coaches: Boys and Girls Lacrosse:
  - a. Varsity Head 10%
  - b. Junior Varsity 7%
  - c. MS Coach 6%
- O. Coaches: Bowling
  - a. Head 7%
- P. Middle School Athletic Facility Manager 2.3% Per Season for three (3) seasons

- Q. Coaches MS Track:
  - a. Head (2) 5%\*
  - b. Assistant (3) 5%\*
  - c. \*Based on number of kids
- R. Coaches MS cross country:
  - a. Assistant 5%
- S. MS Sideline Cheer:
  - a. 7<sup>th</sup> grade 6% per season
  - b. 8<sup>th</sup> grade 6% per season
- T. MS Coach Competitive Cheer:
  - a. 7<sup>th</sup> grade 6% per season
  - b. 8<sup>th</sup> grade 6% per season
- U. Coach Basketball League Manager
  - a. 5<sup>th</sup> grade 5%

### Section 10.3

Non-Athletic Extracurricular Activities Pay Scale Contracts will be paid the last pay date of the school year.

- A. Dramatics (Secondary, Grades 9-12)
  - a. Musical 8% per play/musical as determined and approved by the building Principal
  - b. Drama/Play 5% per drama/play as determined and approved by the building Principal
- B. Instrumental Music (Serves during entire school year)
  - a. High School Marching Band 7%
  - b. Assistant Marching Band Director 5%
  - c. \*\*HSMB Percussion 4%
  - d. High School Jazz Band 3%
  - e. \*High School Program Band 3%
  - f. HS Orchestra Pit Band 3%
  - g. MS Instrumental Music (Grades 7-8) 4%
  - h. MS Instrumental Music (Grade 6) 2%
  - i. Elementary band \$1000 (\$250 per building)
  - j. \*Activities of Program Band at Administrators discretion
  - k. \*\*not the same person
- C. Vocal Music (Serves during the entire school year)
  - a. \*High School (Gr. 9-12) 7%
  - b. Middle School (Gr. 7-8) 3%
  - c. Middle School (Gr. 6) 1.5%
  - d. High School Musical 2%
  - e. Elementary (Grades Pre K-5) \$1000.00
  - f. \*Activities of HS (9-12) at administrator's discretion
  - g. Building Audio – Visual Coordinator (if assigned) 3%
- D. PLC Leads
  - a. Scheduling: Building Principals will work collaboratively with the Assistant Superintendent of Instruction and/ or the Assistant Superintendent of Student Services in scheduling PLC Leads. The parties will be mindful of said schedules when PLC Leads include more than one level.
  - b. Selection: The Association and District will work collaboratively on an application process and expectations for the selection of PLC Leaders. The expectations will be shared with PLC

Leaders at the beginning of the school year.

- c. Professional Development: PLC Leads will be provided additional Professional Development to grow their leadership and facilitations skills in addition to other District provided Professional Development.
  - d. Compensation: PLC Leads will be \$1,750.00 annually to be paid at the completion of the school year and is subject to proration where it's applicable.
  - e. Disbursement: A minimum of twenty (20) PLC Leaders will be disbursed across the District. The disbursement of PLC Leads will be assessed annually.
  - f. Communication:
  - g. PLC Leads will report to the Building Principal.
  - h. PLC Leads will report to Assistant Superintendent of Instruction and/or Assistant Superintendent of Student Services
  - i. Ancillary PLC Leads will report to Principals and the Assistant Superintendent of Student Services
- E. Instructional Support Specialist Contact Person: 3%
- F. Robotics 6%
- a. Plus an additional \$1500.00 available for Assistant Club sponsors not to exceed \$500 per assistant sponsor.
- G. Extra Curricular Pay- \$20.00/hr
- a. Outside regular work day/year
  - b. Outside regular work day/year duties require approval of Administration.
- H. Future Problem Solvers Advisor 4%
- I. Color Guard 3%
- J. Art Show Presentation \$1,000.00
- K. Summer School Rate \$20.00 per hour
- L. Testing Coordinators and compensation are listed below. It is understood that should additional responsibilities arise (e.g. 2 SAT's) the parties will meet to adjust compensation. The SSD (Services for Students with Disabilities) Coordinators at the secondary level will be responsible for entering in accommodations for PSAT, SAT & M-Step. The SSD Coordinator for Elementary and GATE will enter in accommodations for M-Step. There will be two (2) testing coordinators at the High School and Middle School, one (1) testing coordinator for GATE and one (1) testing coordinator for each elementary building.
- a. High School and Middle School Testing Coordinators \$2,000 each annually
  - b. Each Elementary and GATE Testing Coordinator \$2,500 each annually
  - c. WIDA District Coordinator \$2,000 annually
  - d. PSAT/NMSQT Coordinator \$400 annually
  - e. Secondary SSD Coordinators \$500 annually
  - f. Elementary and Gate SSD Coordinator \$300 annually
- M. Elementary School Clubs are open to students in Kindergarten through 5<sup>th</sup> grade and will have a minimum of fifteen (15) students and a maximum of twenty four (24) students. Grade levels may be adjusted based on club type with building administration approval. Clubs will be for an eight (8) to ten (10) week program, meeting a total of ten (10) club hours. Cost to students is twenty dollars (\$20), with a reduced cost of eight dollars (\$8) for those students qualified for Free and Reduced lunches. Students Council/Leadership Club (Service Clubs) are organized by building and students do not pay to join.
- a. Club Sponsors: \$357.10 (meeting the club requirements)
  - b. Student Council/Leadership Club: \$1,250 for thirty five (35) hours of service.
- N. The 9<sup>th</sup> grade transition coordinator will be responsible for the following duties: selection of upper class

mentors, working with teachers on lessons, plan topics to be discussed, coordinate summer duties, plan and lead summer professional development for upper class student mentors, address parent concerns, coordinate 9<sup>th</sup> grade registration, assign buddies and maintain communication with administration.

- a. Transition Coordinator: \$2,500 annually

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 extracurricular 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:

1. Base salary divided by # of days in Appendix B = daily rate
2. Daily rate divided by 6 = hourly rate

Title	Rate	Increments
Summer School	\$20	Hourly
Homebound	\$40.50	Hourly
Extra-Curricular	\$20	Hourly
Substitute on prep and missing prep	\$40 \$55	For 60 minutes or less For 61-120 minutes
Homebound Support	\$20	Hourly

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 a fixed stipend of one thousand two hundred and fifty dollars (1,250.00) dependent on completion of the guidelines set forth in the club handbook and the administrators approval.

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.

Individuals employed in the activities listed in Section 10.1 through 10.5 of this Agreement will be paid on the last paycheck of the month in which the activity concludes and completion of all obligations of the season/activity.

#### 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 individuals outside this bargaining unit. In that situation, the administration may request input from the head coaches. 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 e-mail by May 15 or as soon as possible if the vacancy occurs after May 15. Vacancies in all other positions will be posted within two (2) weeks after the beginning of the school year 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 will be emailed to all teachers. 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.



### Section 10.13

Social/Emotional dogs will be placed by the District and it's the intent that they remain assigned to that building. Social/Emotional dogs and their handlers will abide by the following agreement:

1. There will be an application process for dog handlers and dog handler backups. The District and Association will work collaboratively on the application and mutually agree upon the primary dog handler and the backup dog handler. The application will be updated as the need arises.
2. The District will maintain liability insurance on the Social/Emotional dog. The handler(s) will be exempt from liability and the District will represent the handler(s) in such cases with the exception of cases where the handler is found to be at fault.
3. Basic needs for Social/Emotional Dogs will be determined by the District and Association and communicated clearly to dog handlers. The cost of these basic needs will not be the handlers' responsibility.
4. In case of a dog 'emergency' a handler's absence will not be charged against any of their leave banks. The handler will need to enter the absence in the District absence system.
5. Handler(s) will take Social/Emotional dogs to other sites as need arises. The District and Association will create a process to request a Social/Emotional dog visit. • Handler(s) along with their Social/Emotional dog will be responsible for up to fifteen (15) hours a month of extracurricular time. It is understood that the (fifteen) 15 hours is year round.
6. The District and Association will work collaboratively if the need arises to remove a handler.
7. To the extent possible, efforts will be made between the District and the Association for handlers to maintain their current building placement.
8. In cases where there is a change in building assignment of a handler the backup handler(s) has priority in placement as primary handler for the Social Emotional dog in that building.

# ARTICLE 11 – MILEAGE AND TRANSPORTATION

## 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

Staff, teachers and coaches shall not transport students without prior approval, per board policy 8660 and 8640. Staff, teachers and counselors who are requested to transport and/or do voluntary transport students for approved school sponsored activities need to complete the current Student Transportation Request Form included in the staff handbook and receive approval.

# ARTICLE 12 - TEACHING HOURS

## Section 12.1

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.

A full day of elementary student instruction shall be six (6) hours and twenty three (23) minutes. A half-day shall have three (3) hours and thirteen (13) minutes of student instruction. All elementary (TK – 5) teachers will have the assigned instructional time daily as provided in their school's schedule (not to include rotational recess duty). No elementary or GATE teacher will be required to be in his/her building more than seven (7) hours and twenty seven (27) minutes daily. Time spent in faculty meetings/professional development will be excluded from the time requirement above.

The GATE Principal will have flexibility to adjust lunch in grades two (2) through eight (8) to be between thirty (30) and forty four (44) minutes to accommodate daily scheduling.

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 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.

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.

Elementary teachers who are assigned to teach a split level class will be paid one thousand dollars (\$1,000) if they are provided a prep.

K-5 grade teachers will be provided an equivalent of one (1) full day for records per trimester. 6-8 grade teachers will be provided one half day (1/2) for the first two (2) trimesters and two (2) half days at the end of the school year. 9-12 grade teachers will be provided an equivalent of one and a half (1 1/2) days per semester. For traveling teachers, records time will be provided proportionate to teaching assignment (when records days

do not align). Records day will be defined (and determined by job description) as the completion of student performance reporting.

### 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 eleven (11) minutes of student instruction. A full day of secondary student instruction shall be six (6) hours and twenty-three (23) minutes for the middle school. A half-day shall have three (3) hours and fourteen (14) minutes of student instruction. At the middle school (6-8), each full time teacher's daily assignment will be five (5) instructional periods plus a prep period, one advisory period and passing time. At the high school (9-12), each full time teacher's daily assignment will be six (6) instructional periods and one (1) prep period for the 2021 – 2022 school year only unless a restructuring agreement is not reached referenced in Section 12.14

The sixth assigned period at the middle school (6-8) will be an advisory period, extra duty period, a team planning, and conference period, or a 6th period of classroom instruction.

If a high school teacher agrees to teach a 7th period of classroom instruction (No prep time), the teacher will be paid an additional one thousand seven hundred fifty dollars (\$1,750) per semester per class

If a middle school teacher agrees to teach a 6th period of classroom instruction (No prep time), the teacher will be paid an additional one thousand one hundred sixty seven dollars (\$1,167) per trimester.

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 twenty (20) minutes daily. Time spent in faculty meetings will be excluded from the time requirements above, except noted in Section 12.3.

All non-academic duty periods will be posted by e-mail 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 TK-12 will be in their building at least ten(10) minutes before the classes begin, at their first teaching stations five (5) minutes before classes are scheduled to start, and may leave ten (10) minutes after their final assignment of the day is completed. Principals will have flexibility to adjust schedules for teacher arrival and end of day within daily contractual times.

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 the teacher will spend in the building.

Every month during the school year (September through May), the building administrator may schedule a staff meeting not to exceed sixty (60) minutes in duration. 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.

Special Education staff will be provided an additional personal day for attending a professional development (PD) day before school starts on the day designated in Appendix B.

Three (3) times a year, the Special Education Administrator 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

Additional Professional Development beyond the required 30 hours of District Provided PD will follow the parameters detailed below:

When an employee is absent on any contracted calendar Professional Development session he/she shall not receive their salary for that session unless their absence is one of the reasons in Article 21. Documentation must be presented for absence. A personal, compensatory or bonus day may not be used. Beginning with the 2022-2023 school year, incentive days may be used for Professional Development days that backup to breaks in the calendar.

All before and after school professional development meetings will be scheduled in writing and given to staff at the August first-day-back meeting.

#### Section 12.4

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

#### Section 12.5

Ancillary staff will have reporting times consistent with their building assignment. Their release time will consist of sixty (60) minutes a day for lunch and breaks to be distributed at their discretion in agreement with the building principal. Refer to Article 12.3 for parameters in arrival and dismissal times. The day's beginning time may be adjusted earlier or later by the principal or immediate supervisor, with consent of the affected teacher, shall require central office approval for a non-classroom teacher (such as those listed above) to work days not scheduled in the school calendar (Appendix B).

In cases when the special education staff are required to work extra day(s), such as before the beginning of the school year the teacher(s) will have the option of compensatory time or their daily rate of pay. It is expressly understood that the Special Education Director will make the determination on the days they will be reporting and give them appropriate notice.

For extra days worked, one (1) 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, 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 K through 5) 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 a maximum of thirty (30) minutes exclusive of lunch, recess, and planning time for traveling between buildings. The traveling teacher will meet with the administrator to which they start their day, to discuss the amount of time allocated for travel at the start of the school year or assignment. Travel time will be used for school business only. In addition, within each building, there shall be a minimum of three minutes passing time between classes.

#### Section 12.8

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

The district will maintain two (2) parent-teacher conferences at the secondary (6-12) level. The building administration will require staff to attend an evening activity.

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 curriculum rate for the time worked.

#### Section 12.10

Each semester high school teachers and their administrators may determine 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 and their principal may 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.

#### Section 12.13

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

#### Section 12.14

The high school will follow the seven (7) period day for the 2021-22 school year. The Association and Administration will meet during the 2021-2022 school year to determine a new daily schedule for the 2022-2023 school year using this restructuring process with the expectation that these changes be incorporated into the CBA.

1. A building principal may convene a building committee for the purpose of restructuring. The building committee may submit recommendations for restructuring in the building to the Superintendent (or Superintendent designee) and the AEA Executive Committee for approval. The Administration and the AEA will appoint equal numbers of members to the building committee. If approved by the Superintendent (or Superintendent's designee) and the AEA Executive Committee, the recommendation shall be submitted to a vote of the regular AEA members working in the building on at least a half-time basis. If at least seventy-five percent (75%) of the teachers who vote approve the restructuring recommendations, the recommendations shall be implemented at the beginning of the next school year, unless otherwise agreed by the Superintendent (or Superintendent's designee) and the AEA to implement the restructuring at a different time. Unless otherwise agreed, these changes shall remain in effect for at least the duration of one school year.

2. These changes shall remain in effect for subsequent school years, unless disapproved by the Superintendent (or Superintendent's designee) or the AEA in writing by April 1<sup>st</sup> of the preceding school year. At the request of either party made before February 1<sup>st</sup>, the restructuring changes may again be submitted to a vote of the regular AEA members working in the building on at least a half-time basis. Such a vote shall be completed by March 15<sup>th</sup>. It is understood and agreed that any restructuring changes under this provision shall not address salaries, benefits or teacher performance. It is also understood that because the restructuring contemplated by this provision changes the contract the vote shall be conducted by the AEA.

#### Section 12.15

The District calendar will include building level events such as Curriculum Night and conferences and will be provided to staff no later than the last day of school of the prior year. Building level calendars will be provided two (2) weeks prior to the first day of school to the extent possible. Staff will be provided thirty (30) days' notice for non-contractual building events that occur outside the duty day to the extent possible.

#### Section 12.16

AEA members will have full building access from 8:00 am – 4:00 pm 1 week prior to first PD Day to the extent possible.

#### Section 12.17

Building administration will schedule passing time supervision duties on a rotational basis. Passing time supervision duties will be defined in the Avondale School District Administrative Guidelines.

## 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 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. Course, scope and sequence (units, approximate time frames and key concepts) will be provided to administration by individual building curriculum night. 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 of the scope and sequence shall be determined by the teacher and will reflect the district curriculum and state standards.



### 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 and 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 electronic 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 primarily on student academic and or behavioral necessity. A common letter will be sent home from each school notifying parents/guardians of the need to attend. The principal will sign the letter for his/her building. The teacher will provide a list that contains the names of students whose parents need to be invited. The teacher will send the notification to the parents.
- 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.

For the 2021-22 school year the parent teachers conference schedule will follow the District calendar and a virtual option for parent participation will be offered. Parents will attend conferences at a predetermined time.

The District and the Association will create a communication that will identify alternative ideas for communicating to reach the goals of parent teacher conferences for the beginning of the 2022-23 school year.

#### Section 13.14

Special needs students are placed in general education classrooms as per state law and/or state/federal special education regulations. Within the 1<sup>st</sup> 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 paper or email 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

#### Section 13.15

The semester exam schedule will not add additional partial days for exams to the calendar (i.e., three (3) partial days per semester for final exams at the high school if the high school remains on a 7 period schedule. No additional partial days may be scheduled without the Superintendent's approval. The schedule will not cause the District to lose state aid.

#### Section 13.16

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 (as per Article 10.1 scale). At the request of the teacher, a substitute will be provided.

#### Section 13.17

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 13.18

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

#### Section 13.19

High School and Middle School Departments will determine which courses are appropriate for common semester exams

#### Section 13.20

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 13.21

The Board will provide clean, well-maintained classrooms.

# ARTICLE 14 - CLASS SIZE

## Section 14.1

Classes in the Avondale School District will not exceed the following number of pupils except as provided for in this Article for the duration of this Agreement. (with flexibility).

1. Transitional Kindergarten (TK): 19 students (with a maximum overage of 2 students)
2. Kindergarten - 1: 25 students (with maximum overage of 3 students)
3. 2 - 3: 26 students (with maximum overage of 3 students)
4. 4 - 5: 28 students (with a maximum overage of 3 students)
5. 6: 30 students (with a maximum overage of 3 students)
6. 7- 8: 32 students (with a maximum overage of 3 students)
7. 12: 33 students (with a maximum overage of 3 students)

### Special Class Size Limits

1. Middle School Intervention and Middle School Academic Center – 13 per class maximum
2. High School Intervention – 16 per class maximum

### Splits

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.

The District will provide annual relevant training for those teachers at GATE and elementary assigned split classes.

### Other High School Courses

Art 25

Metals 25

Ceramics 25

Computer Aided Design 30

Electricity Lab 24

### Other Middle School Courses

Science 28

### Extensive Science Lab

Chemistry 28

Physics 28

Biology 28

Anatomy & Physiology 28

Genetics 28

Forensics 28

Physics Essentials 28

Chemistry Essentials 28

Other science courses 28

### Music

Vocal Music TBD

Instrumental Music TBD

Drama TBD

- A. 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. For the duration of this Agreement elementary buildings may exceed class size limits to avoid creating split classes if mutually agreed to.
- B. In middle school blended grade classes, class size limits will be determined by grade level with the higher number of students.
- C. Enrollment in computer classes will be limited to the number of machines in operating order in August and January but will not exceed class size limits set in Section 14.1 A. For instruction requiring specialized facilities, for example science labs (including 8<sup>th</sup> Grade), industrial arts, home economics and computer usage classes, the fixed available pupil work stations shall control when that number is less than provided above.
- D. For grades 6-12, physical education classes will be limited to thirty-five (35) pupils per teacher.
- E. The class size for elementary specials classes of art, physical education, and music will be the same number as the individual grade levels. For those classes at GATE and elementary with overages, specials teachers will receive fifty dollars (\$50) per class per marking period.
- F. 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.
- G. 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.
  - a. 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.
  - b. 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.

- c. 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.
- d. 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.
- e. 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.
- f. 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, general 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.
- g. 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.
- h. A meeting will be held between the Association and District in cases of general education classrooms having more than one quarter (1/4) of its students on IEPs.

#### 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:

- A. One (1) student over: \$200 per card marking or portion thereof per each period for teachers grades 6-12.
- B. Two (2) students over: \$325 per card marking or portion thereof per each period for teachers grades 6-12.
- C. 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 6-12.
- D. One (1) student over: \$300 per card marking or portion thereof for teachers grades K-5.
- E. Two (2) students over: \$425 per card marking or portion thereof for teachers grades K-5.
- F. 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-5.
- G. As noted in G above- GATE and elementary specials teachers will receive fifty dollars (\$50) per

marking period for each class on their caseload with an overage.

- H. Any K-5 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 TK- 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 duration of this Agreement: Three (3) counselors at the High School; two (2) 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

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

#### Section 14.6

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 14.7

When and if contractual class size provisions require the hiring of additional staff member(s), The Administration and AEA will meet to discuss, review, and create options within contract guidelines before posting and hiring new staff.

#### Section 14.8

A part time paraprofessional educator will be scheduled in all transitional kindergarten classes with eighteen (18) or more students. A full time paraprofessional educator may be placed in a transitional kindergarten class based on needs of the group. (The process used to determine the need will use data as well as teacher's



observations). In the event a paraeducator posting is not filled, the district will look at paraprofessionals in the district to prioritize areas needed to be filled.

Section 14.9

It is expressly understood that all virtual classes shall be staffed with AEA members whether the curriculum is staff created or 3<sup>rd</sup> party created. Any unforeseen virtual education issue that arises and not covered under the CBA will be negotiated between the AEA and District.

Class size for Elementary Virtual (third party created) - 40

Secondary Virtual teachers will receive seventy five dollars (\$75) per full time virtual student in their class. It is understood that this will be outside of their duty scheduled day.

Seventy five dollars (\$75) per student will be paid in cases of virtual elementary classes exceeding forty (40).

# 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.

## 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 permission is granted, the teacher will be responsible for materials presented. If part-time or share-time teachers attend beyond their normal day or on a non-scheduled day, they 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.

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 and enter it into the Professional Development recording system used by the district.

# 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 Intervention/Enrichment program the following scheduling changes will occur in regular elementary classrooms (Grades TK-5).

- A. All elementary building staff will have the necessary training and support to implement the Multi Tiered System of Supports (MTSS) and its components.
- B. Art, P.E. and Music will consist of a minimum forty-six (46) minute class periods. 3. MTSS scheduling will include nine (9) minutes transitions between specials. 4. A sixty (60) minute planning block will not be required.
- C. Elementary teachers will have a common planning period by grade level daily. a. K-5 General Education teachers and building level co-curricular will meet a minimum of once a week during their common planning time. Administration may participate in these meetings to guide discussion and outcomes. Minimum guidelines will be created to help support new developing teachers. Teachers will maintain a monthly meeting minute log for common planning time. Common planning time will be used for but not limited to; planning intervention and enrichment, curriculum scope and sequence, instructional planning, data analysis, student matters, PBL – Project Based Learning (Buck Institute) and common assessments.
- D. 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 once each trimester].

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

In addition to 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.

### Section 16.6

Beginning in August 2013, Future replacements for Elementary art, music, physical education, and vocal music teachers shall possess an endorsement in art, music, P.E., or vocal music. Teachers currently assigned to teach in art, music, physical education, and vocal music are grandfathered in the position they currently teach as long as they meet Highly Qualified status.

## **ARTICLE 17 - Cooperating Teacher Guidelines**

### Section 17.1

The cooperating teacher who accepts a student teacher must be a tenured teacher recommended by his/her building principal—and must be rated as highly effective or have (3 ) three consecutive years as an effective rating.

### Section 17.2

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

### Section 17.3

The cooperating teacher will follow the guidelines of the student teacher's university.

### Section 17.4

Cooperating teachers should remain in the building working once their classroom has been turned over to the student teacher, as mutually planned by teacher and administrator.

## 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. The following procedure will be followed when a substitute is needed:

1. District substitutes will be assigned 'priority' buildings and utilized to fill in for absences first.
2. Principals will create a list of volunteers from their building that will sub in case of an absence. An alternate list will be used on a mandatory rotational basis in the case there is no volunteer that comes forward when an absence occurs.
3. In such cases where there are preexisting obligations, Principals will adjust the mandatory rotational list accordingly.

The District and Association will develop substitute guidelines.

### Section 18.2

Any teacher, including ancillary staff, teaching an extra class as defined in Section 18.1 will receive forty dollars (\$40.00) for sixty (60) minutes or less, fifty five dollars (\$55.00) for sixty one (61) to one hundred twenty (120) minutes (one class). A class is defined as a regular class period.

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, a substitute teacher may be hired for the time the teacher is on leave. If a teacher terminates employment during the school year or if a vacancy exists for any reason the position will be posted until filled with a quality and certified candidate.

### Section 18.4

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

### Section 18.5

Ancillary staff will not be used as substitute teachers except in the event of an emergency. Such an 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. Ancillary staff can volunteer to be used as substitutes. Counselors, social workers and special education support teachers can only substitute for one class period at the secondary level a day.

# ARTICLE 19 – IMPACT MENTOR PROGRAM

## Section 19.1

A mentor for each year's 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

Newly hired Ancillary staff will have a mentor that will also count as a Supervisor for Licensing hours per state guidelines. Ancillary staff requirements will be consistent with Licensing rules and State Certification Requirements.



Section 19.8

The Impact Mentor Leader will provide training annually to all Impact Mentors inclusive of teachers and ancillary staff. All Impact Mentors will be required to attend one (1) training session at the beginning of the school year. Professional Development modules may be created for Impact Mentors. AEA members will be offered the first opportunity to create such modules and be compensated at a rate agreed on between AEA and the District.

Section 19.9

Impact Mentors shall receive \$450 stipend for their first mentee and \$300 for an additional mentee, up to three (3) total.

# 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. Postings are open for external and internal applicants. 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 for a minimum of five (5) days with the option of modification with mutual agreement between the District and the Association.

## Section 20.3

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.

## Section 20.4

1. 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.
2. 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 20.5

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 20.6

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 the most recent first day of work or date of the 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.
- D. The District will provide the Association President and Executive Director an updated seniority list by June 1<sup>st</sup> or a mutually agreed upon date if there are extenuating circumstances that prevent a June 1<sup>st</sup> deadline.

#### Section 20.7

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 20.8

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 AdvancED 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 20.9

Definitions of state certified/endorsed and AdvancED requirements: In those instances where no certified/endorsed teacher with AdvancED 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 AdvancED 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 20.10

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 20.11

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 20.12

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. 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). On the one hundred and first (101) day the teacher's salary will be reduced to seventy five (75) percent through to one hundred eighty (180) days 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 (Long Term Disability) 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.
- B. Sick day payout program will follow the schedule below:
  - a. 0 sick days used = \$200 payout
  - b. 0.01 – 1 sick day used = \$150 payout
  - c. 1.01 – 2 sick days used = \$100 payout
  - d. 2.01 – 3 sick days used = \$50 payout
- C. Incentive day program follows the schedule below and it is understood that eligible employees will notify the District as to their choice of a sick day payout or earning an incentive day:
  - a. 0-1 sick days used = two (2) incentive days will be added to be used during the subsequent school year.
  - b. 2 sick days used = one (1) incentive day will be added to be used during the subsequent school year.
- D. AEA and the District will assess the effectiveness of this newly adopted attendance incentive plan at the end of the 21/22 school year.

### Section 21.3

Other absences for personal leave with the building administrator being notified at least forty – eight (48) hours in advance may be used by a teacher without a reduction in the teacher's salary. No more than four (4) personal leave days per year may be taken except with the written approval of the Superintendent or designee with a maximum of only two (2) works days allowable to be taken consecutively. The intentional use of personal leave days 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. Personal leave days do not roll over to the subsequent year. Unused personal leave days and/or incentive days can be turned in for a payout of fifty (\$50) dollars for each day turned in.

The intentional use of personal leave days 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 21.4

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.

Family illness days may be used for paternity leave.

#### 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

Each teacher will be excused from their regularly assigned duties for required jury duty or the attendance at any court or administrative agency pursuant to subpoenas, provided they did not initiate or are not a party to

the action. The teacher will be paid their regular salary. The District will automatically deduct fifteen dollars (\$15.00) (full day) or seven dollars and fifty cents (\$7.50) (half day) from their salary for each day the employee serves as a juror. The deduction will be taken on the 30<sup>th</sup> calendar day of the reported jury duty absence.

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.

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 a requirement will be made in writing to the teacher by the Superintendent or designee. After seven (7) sick days, a meeting will be held with building administration to discuss resources/support that a member may need. Notification to Association should precede meeting. A salary reduction equivalent to one (1) days' pay will be incurred by a teacher that does not provide a Doctor's note when requested, for any days beyond fifteen (15) intermittent personal illness days.

In the event of absence of a teacher for illness or injury in excess of three (3) 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. The Human Resources Department can require additional documentation from a provider of HR's choice for extended sick leave.

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 as defined by the High School calendar. 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.

#### 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%-50% = ½ Day
- B. 51%-100% = Full day

#### 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 pre-custody 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 ten (10) percent of teachers in each secondary building and fifteen (15) percent in each elementary building will be excused for personal and/or incentive days under this section on any given day. Priority will be established by the date of receipt of request by the Department of Human Resources. Personal and incentive days will be approved within two (2) school days of being submitted to the substitute teacher system. If denied a reason will be provided.
- D. With administrator approval, incentive days can be used to extend a break and it is expressly understood that incentive days do not roll over to the subsequent year.



# 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:

1. Study related to the teaching profession.
2. Study, research, or special teaching assignment involving probable advantage to the school system.
3. 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.
4. 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.
5. A child care leave will be granted to a teacher at his/her request for a period of up to two (2) calendar years.
6. 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.
7. 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.
8. 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.
9. No leave of absence including extensions can exceed two (2) 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 G, which will terminate on June 30<sup>th</sup>.

## 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, may 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 may 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, may 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 may 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 may 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 an 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 - INSURANCE PROTECTION

### Section 23.1

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 must notify the Human Resources/Benefits office within thirty (30) calendar days of the change. The notice must be in writing. 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 23.2 - 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 23.3 - Health Care Insurance

- A. The District will make full payment for teachers, their spouses and their dependent children for the health coverage MESSA ABC Plan 1 with the \$1350/\$ 2700 deductible (in network) with ABC Rx coverage as listed in Appendix E for the or MESSA ABC Plan 2 with the \$2,000/\$4,000 deductible (in network) with ABC Rx coverage 0% co-insurance as listed in Appendix E for the duration of this Agreement. The District will not duplicate hospitalization insurance to any teacher who has hospitalization coverage under another policy. An open enrollment period will be effective if/when MESSA develops a non Choices plan that will be offered as a choice to members in addition to ABC Plan 1 and ABC Plan 2. The additional plan will be added to Appendix E.
- B. For the duration of this Agreement, the District will also contribute to a Health Savings Account (HSA)

for each eligible teacher as follows: single subscribers - \$1050 annually with monthly installments starting in the first pay of the month beginning September through June; 2 person/Full family subscribers - \$2,100 annually with monthly installments starting in the first pay of the month September through June. Payment of the first installment is pending contract ratification.

- C. If a teacher currently contributes to an Flexible Spending Account (FSA) the District will pay the teacher a cash payment as follows:
  - a. Single subscribers - \$500 paid in January and \$500 paid in July
  - b. Two person/Full family subscribers - \$1,000 paid in January and \$1,000 paid in July. B. For less than full-time teachers, see Article 37, Shared-Time/Part-Time Teaching.
- D. 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.
- E. AEA members who are covered by the District Health Insurance as defined within Article 24 will continue their level of contribution within limitations of PA 152 as determined by the Board of Education, for the 2021-2014 school years, as long as the current level of coverage is maintained.
- F. Members will contribute a monthly premium share of 20% of the annual medical premium for the 2021-2022 school years and applicable tax/health assessments attributed to the affordable care act. This will be deducted in equal installments from each pay for either a 21 or 26 week pay schedule.
- G. If insurance premiums/deductibles increase or decrease, both parties will agree to reopen for possible adjustments to MESSA Plan.

#### Section 23.4 - 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.
- D. 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.
- E. The District will select the underwriter of LTD.
- F. The teacher may return to work when he/she is certified by an appointed team of qualified physicians.
- G. The District will continue health care insurance (Section 23.3) for the first twelve (12) months the teacher is on LTD.

#### Section 23.5 - 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 (\$600.00) 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, and veneers will not be covered. The maximum for orthodontics is one thousand dollars (\$1000.00) per year. The maximum for implants will be one thousand five hundred dollars (\$1,500).
- D. The first four hundred dollars (\$600.00) of eligible dental expenses 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 (\$600.00) 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 23.6 - Vision Coverage

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

#### Section 23.7 - Option to Health Insurance

**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.

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 Sections 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. Teachers will be allowed to split their monthly opt out

cash payment between a 403.b account (as noted above) and their paycheck.

All AEA FTE that participate:

1. Six hundred dollars (\$600.00) per month for ten (10) months for a subscriber for Single, two (2) person, or Full Family.

Section 23.8

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 24 - TAX DEFERRED ANNUITIES

### Section 24.1

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 24.2

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 24.3

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 25 - GRIEVANCE PROCEDURE

## Section 25.1

- 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 25.2

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 25.3

1. There will be at least one Association Representative for each school building.
2. The Association will establish a Grievance Committee.
3. The building principal is designated as the administrative representative for Level One procedure.
4. The Superintendent/designee is designated as the administrative representative for Level Two procedures.
5. 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 25.4

1. 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.
2. 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.
3. Level Three:
  - a. 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.

- b. 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.
- c. 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.
- d. 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.
- e. 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.
  - i. He/she will have no power to add to, subtract from, alter, or modify any terms of this Agreement.
  - ii. 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.
  - iii. He/she will rule only on the alleged misinterpretation or inequitable application of the terms of this Agreement.
  - iv. 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.
  - v. 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.
  - vi. 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.
  - vii. 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 25.5

- 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.
- F. 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.
- G. The time limits at any step may be extended by the parties.
- H. Any step of the grievance procedure may be waived by the parties.
- I. When agreement is reached at Levels One, Two, and Three, the agreement will be written and both parties will sign.

# ARTICLE 26 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

## Section 26.1

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 26.2

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 26.3

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 27 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

## Section 27.1

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) hour notice requirement will not apply.

## Section 27.2

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 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 27.3

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

## Section 27.4

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

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

## Section 27.5

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 27.7

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 27.8

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 27.9

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. A high school or middle school President will be assigned a maximum of two (2) preparations. If the President is an elementary teacher, he/she will be released a half day per day. A schedule of work times and planning times will be mutually created by the AEA President, the building principal, the job share partner, and the Superintendent or designee. The goal is to provide consecutive hours of release every day.

### Section 27.10

A President will have his/her daily planning period and Association business period(s) scheduled consecutively at the end of the day. For a President at the elementary level, this may be at the beginning or end of the teacher's assigned work time.

### Section 27.11

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 27.12

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

### Section 27.13

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 as not to interfere with Association meetings. On that day all meetings must end by 3:30pm.

# ARTICLE 28 - TEACHER RIGHTS

## Section 28.1

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 28.2

- 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 28.3

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 28.4

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 28.5

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 28.6

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 on the

last workday. Teachers will not be required to remain after their work is completed.

Section 28.7

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 29 - TEACHER RESPONSIBILITIES

## Section 29.1

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 29.2

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 29.3

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 29.4

If an open house program is scheduled for a building, teachers will attend the program unless excused by the supervisor. 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 29.5

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 30 - RETIREMENT POLICY

### Section 30.1

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 (MPERS), and who does retire under the MPERS 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 MPERS he/she will also receive a bonus payout of ten thousand dollars (\$10,000) payable to the employee or designated beneficiary. It is expressly understood that a teacher leaving prior to the end of the school year will have their incentive prorated (the incentive will be divided by teacher work days to equal a daily rate – the amount will be paid out based on number of days worked). In cases of extenuating circumstance, the Superintendent may waive any proration to this benefit.

### Section 30.2

Application for retirement benefits will be submitted to the Superintendent or designee in writing or in an email no less than six (6) weeks prior to their effective retirement date.

### Section 30.3

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 MPERS.

### Section 30.4

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:

1. Payment of the severance benefit will be made between March 1 and March 15 of the first year in which MPERS benefits are first received.
2. Retirements at the end of the second semester:
3. Payment of the severance benefit will be made between August 2 and August 15 of the first year following the year in which MPERS benefits are first received. If severance is paid to the designated beneficiary, that payment will be a cash payment district held dollars.

# ARTICLE 31 - MISCELLANEOUS PROVISIONS

## Section 31.1

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 31.2

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 31.3

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 31.4

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 31.5

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

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 Assistant Superintendent of Curriculum consider making necessary adjustments to best address our staff and students' needs.

## Section 31.6

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 31.7

AEA members will have full building access one (1) week prior to the first scheduled Professional Development day to the extent possible.

### Section 31.8

Intersession positions will be determined by enrollment and will be posted internally to AEA members. Positions will be awarded based on certification. In the case of multiple qualified applicants for a position interviews will be conducted to determine awarding of the position(s). Necessary positions that remain vacant after AEA placements shall be posted for outside applicants. The Association and District will collaborate to develop pay rates for classroom teachers and coordinator positions based on grant funding available which will include incentive(s) to critical service positions determined by the parties. In the case of an unforeseen circumstance not covered in this section the Association and District will collaborate to mutually resolve them.

### Section 31.9

Parties will convene with principals to discuss/problem-solve dismissal/arrival concerns.

## ARTICLE 32 - CONTINUITY OF OPERATIONS

### Section 32.1

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 32.2

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 32.3

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. 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.

### Section 32.4

A task force will be established of stakeholders to focus on identified interests including but not limited to: being prepared, clear expectations, continuity of program, staff and student well-being. This task force will create a guide book and emergency response template to support the Superintendent in the case of an extended emergency school shutdown.

## ARTICLE 33 - NEGOTIATION PROCEDURES

### Section 33.1

Negotiations for a new contract will begin no later than January 2024.

### Section 33.2

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 33.3

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 34 - NO STRIKE NO LOCKOUT

### Section 34.1

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 34.2

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 34.3

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 34.4

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 35 - LAYOFF-RECALL

### Section 35.1

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 35.2

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.

# ARTICLE 36 - SHARED-TIME/PART TIME TEACHING

## Section 36.1 - 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 (6-12) 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 36.2

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

## Section 36.3

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 36.4

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.

## Section 36.5

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 36.6

The Superintendent reserves the right to assign shared time teachers.

## Section 36.7



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 may be returned to full-time status.

#### Section 36.8

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

#### Section 36.9

- 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 37 - REOPENER

### Section 37.1

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 37.2

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 negative financial changes impacting Avondale School District, through enrollment, the School Code or effects of State and Federal laws or other unforeseen major negative impacts.

## ARTICLE 38 - DURATION OF AGREEMENT

### Section 38.1

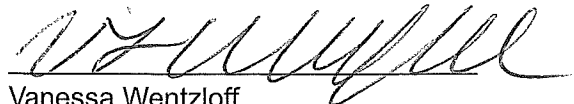
This Agreement will be effective as of 1 September 2021 and will continue through 15 August 2024. If neither party gives written notice to the other of a desire to reopen this agreement at least one hundred twenty (120) days prior to the expiration date, this agreement will automatically be extended for one (1) additional year.

### Section 38.2


This Agreement will not be extended orally, and it is expressly understood that it will expire on 15 August 2024.

## ARTICLE 39: SIGNATURES

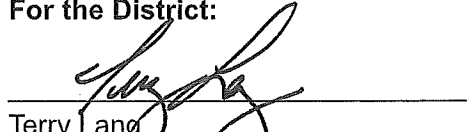
### For the Association:

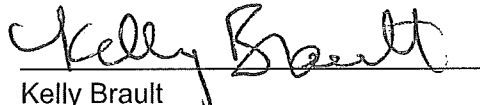
  
Vanessa Wentzloff  
AEA President


\_\_\_\_\_  
Kelley Senyszyn  
AEA Vice President

  
Deb Lotan  
Executive Director

### For the District:

  
Terry Lang  
Board President

  
Kelly Brault  
Board Secretary

  
James Schwarz  
Superintendent

### Negotiating Teams

#### For the Association:

Shawn Kilbourn  
Kristen Little  
Deb Lotan  
Elissa Redman  
Kelley Senyszyn  
Vanessa Wentzloff

#### For the District

David Goetz  
Sharon Hyde  
Kate Martin  
Jason Ohrt  
James Schwarz  
Dan Trudel  
Doug Wilson

# APPENDIX A1

## 2021-22 Salary Schedule (reflects 181 days)

Step	BA	BA +15	BA +25	MA	MA +15	MA +30	Step
1	37,745.34	38,627.70	39,716.93	40,379.20	41,699.68	43,018.14	1
1.5	39,096.25	39,989.75	40,984.69	41,938.03	43,455.26	44,895.41	1.5
2	40,445.13	41,345.73	42,241.27	43,497.86	45,204.75	46,769.65	2
2.5	41,574.94	42,706.78	43,503.93	45,367.03	46,787.92	48,252.41	2.5
3	42,705.78	44,066.82	44,753.44	47,239.22	48,373.10	49,736.18	3
3.5	43,841.68	45,426.86	45,997.85	48,824.42	49,958.29	51,316.30	3.5
4	44,974.52	46,786.90	47,239.22	50,413.66	51,545.50	52,898.44	4
4.5	46,109.41	48,144.90	48,823.40	51,997.84	53,244.27	54,489.71	4.5
5	47,239.22	49,503.93	50,534.35	53,582.01	54,947.12	56,079.98	5
5.5	48,372.09	50,859.91	51,997.84	55,169.23	56,675.31	57,664.15	5.5
6	49,503.93	52,217.91	53,582.01	56,749.34	57,890.30	59,247.30	6
6.5	50,747.33	53,690.53	55,168.22	58,448.13	59,589.09	60,944.06	6.5
7	51,994.79	55,164.15	56,749.34	60,152.99	61,280.77	62,638.78	7
7.5	53,050.57	56,222.98	58,143.87	61,739.18	62,864.95	64,228.02	7.5
8	54,709.80	57,890.30	60,152.99	63,323.36	64,448.10	65,814.22	8
8.5	56,071.85	59,247.30	61,431.88	65,022.14	66,037.35	67,398.41	8.5
9	57,432.91	60,604.30	63,323.36	66,722.95	67,626.59	68,981.57	9
9.5	58,792.94	61,417.69	64,905.50	68,305.09	69,437.95	70,568.78	9.5
10	60,152.99	63,323.36	66,486.64	69,888.25	71,251.34	72,158.02	10
10.5	64,342.63	67,405.50	70,960.27	74,634.69	76,051.52	77,245.24	10.5
11	68,533.29	71,483.58	75,430.84	79,383.16	80,853.74	82,335.48	11

22-23 23-24	181 Days						
Step	BA	BA +15	BA +25	MA	MA +15	MA +30	Step
1	40,045.34	40,927.70	42,016.93	42,679.20	43,999.68	45,318.14	1
1.5	41,396.25	42,289.75	43,284.69	44,238.03	45,755.26	47,195.41	1.5
2	42,745.13	43,645.73	44,541.27	45,797.86	47,504.75	49,069.65	2
2.5	43,874.94	45,006.78	45,803.93	47,667.03	49,087.92	50,552.41	2.5
3	45,005.78	46,366.82	47,053.44	49,539.22	50,673.10	52,036.18	3
3.5	46,141.68	47,726.86	48,297.85	51,124.42	52,258.29	53,616.30	3.5
4	47,274.52	49,086.90	49,539.22	52,713.66	53,845.50	55,198.44	4
4.5	48,409.41	50,444.90	51,123.40	54,297.84	55,544.27	56,789.71	4.5
5	49,539.22	51,803.93	52,834.35	55,882.01	57,247.12	58,379.98	5
5.5	50,672.09	53,159.91	54,297.84	57,469.23	58,975.31	59,964.15	5.5
6	51,803.93	54,517.91	55,882.01	59,049.34	60,190.30	61,547.30	6
6.5	53,047.33	55,990.53	57,468.22	60,748.13	61,889.09	63,244.06	6.5
7	54,294.79	57,464.15	59,049.34	62,452.99	63,580.77	64,938.78	7
7.5	55,350.57	58,522.98	60,443.87	64,039.18	65,164.95	66,528.02	7.5
8	57,009.80	60,190.30	62,452.99	65,623.36	66,748.10	68,114.22	8
8.5	58,371.85	61,547.30	63,731.88	67,322.14	68,337.35	69,698.41	8.5
9	59,732.91	62,904.30	65,623.36	69,022.95	69,926.59	71,281.57	9
9.5	61,092.94	63,717.69	67,205.50	70,605.09	71,737.95	72,868.78	9.5
10	62,452.99	65,623.36	68,786.64	72,188.25	73,551.34	74,458.02	10
10.5	66,642.63	69,705.50	73,260.27	76,934.69	78,351.52	79,545.24	10.5
11	70,833.29	73,783.58	77,730.84	81,683.16	83,153.74	84,635.48	11

# APPENDIX A2

## LONGEVITY PAY

Teachers will receive longevity pay as per the following guidelines:

As of the 2022-2024 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 specific amount on the first paycheck in December.

Years of Service	Payment
5-9 Years	\$500.00
10-14 Years	\$750.00
15-19 Years	\$1000.00
20+ Years	\$3,000.00





# APPENDIX C

## Pay Dates 2021-2022

Period Begin	Period End	Check Date
8/15/2021	8/28/2021	9/3/2021
8/29/2021	9/11/2021	9/17/2021
9/12/2021	9/25/2021	10/1/2021
9/26/2021	10/9/2021	10/15/2021
10/10/2021	10/23/2021	10/29/2021
10/24/2021	11/6/2021	11/12/2021
11/7/2021	11/20/2021	11/26/2021
11/21/2021	12/4/2021	12/10/2021
12/5/2021	12/18/2021	12/24/2021
12/19/2021	1/1/2022	1/7/2022
1/2/2022	1/15/2022	1/21/2022
1/16/2022	1/29/2022	2/4/2022
1/30/2022	2/12/2022	2/18/2022
2/13/2022	2/26/2022	3/4/2022
2/27/2022	3/12/2022	3/18/2022
3/13/2022	3/26/2022	4/1/2022
3/27/2022	4/9/2022	4/15/2022
4/10/2022	4/23/2022	4/29/2022
4/24/2022	5/7/2022	5/13/2022
5/8/2022	5/21/2022	5/27/2022
5/22/2022	6/4/2022	6/10/2022
6/5/2022	6/18/2022	6/24/2022
6/19/2022	7/2/2022	7/8/2022
7/3/2022	7/16/2022	7/22/2022
7/17/2022	7/30/2022	8/5/2022
7/31/2022	8/13/2022	8/19/2022



## Pay Dates 2022-2023

Period Begin	Period End	Check Date
8/14/2022	8/27/2022	9/2/2022
8/28/2022	9/10/2022	9/16/2022
9/11/2022	9/24/2022	9/30/2022
9/25/2022	10/8/2022	10/14/2022
10/9/2022	10/22/2022	10/28/2022
10/23/2022	11/5/2022	11/11/2022
11/6/2022	11/19/2022	11/25/2022
11/20/2022	12/3/2022	12/9/2022
12/4/2022	12/17/2022	12/23/2022
12/18/2022	12/31/2022	1/6/2023
1/1/2023	1/14/2023	1/20/2023
1/15/2023	1/28/2023	2/3/2023
1/29/2023	2/11/2023	2/17/2023
2/12/2023	2/25/2023	3/3/2023
2/26/2023	3/11/2023	3/17/2023
3/12/2023	3/25/2023	3/31/2023
3/26/2023	4/8/2023	4/14/2023
4/9/2023	4/22/2023	4/28/2023
4/23/2023	5/6/2023	5/12/2023
5/7/2023	5/20/2023	5/26/2023
5/21/2023	6/3/2023	6/9/2023
6/4/2023	6/17/2023	6/23/2023
6/18/2023	7/1/2023	7/7/2023
7/2/2023	7/15/2023	7/21/2023
7/16/2023	7/29/2023	8/4/2023
7/30/2023	8/12/2023	8/18/2023

# 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:** TK-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 Elementary art, music, physical education, computer, and foreign language

# APPENDIX E: GRIEVANCE FORMS

Grievance Number: \_\_\_\_\_

## Avondale School District Grievance Form

---

Name:

Date Filed:

Building:

Position:

Immediate Supervisor:

Contract Citation- Article(s):

Section(s):

---

Statement of Grievance:

Relief Sought:

Signature of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

Distribution:

Personal Department

Supervisor

Grievant

Association

Grievance Number: \_\_\_\_\_

**Avondale School District  
Administrative Disposition Form**

---

Name:

Date Filed:

Building:

Position:

Grievance Level:

Date Response Given:

---

Grievance Determination:

Signature of Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

Distribution:

Personal Department

Supervisor

Grievant

Association

Grievance Number: \_\_\_\_\_

**Avondale School District  
Grievance Appeal Form**

---

Name: \_\_\_\_\_ Date Filed: \_\_\_\_\_

Building: \_\_\_\_\_ Position: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_

Contract Citation- Article(s): \_\_\_\_\_ Section(s): \_\_\_\_\_

---

Statement of Grievance:

Relief Sought:

Signature of Grievant or Association Representative:

\_\_\_\_\_ Date: \_\_\_\_\_

Distribution:

Personal Department

Supervisor

Grievant

Association

Grievance Number: \_\_\_\_\_

**Avondale School District  
Grievance Resolution Form**

---

This Grievance disposition has been reviewed and the decision at level \_\_\_\_ being appealed to level \_\_\_\_.

Name:

Date Filed:

Building:

Position:

Immediate Supervisor:

Contract Citation- Article(s):

Section(s):

---

This Grievance disposition has been reviewed and the decision at level \_\_\_\_ is accepted. This grievance is resolved as stated at Level \_\_\_\_ Disposition with the following conditions.

Signature of Grievant or Association Representative:

\_\_\_\_\_ Date: \_\_\_\_\_

Distribution:

Personal Department

Supervisor

Grievant

Association

# Memorandum of Agreement

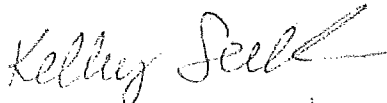
## Tutor and Extended Learning Hourly Wages

This memorandum is to verify a mutual agreement between the Avondale District Board of Education and the Avondale Education Association regarding the hourly rate provided to tutors and extended learning credentialed, certified staff for the remainder of the 2021-2022 school year.

1. Tutors will be defined as uncertificated and certificated staff who help with supporting students in the completion of assignments. These staff members will be compensated at \$22.00 per hour.
2. Certified and credential staff will be responsible for direct teaching, creating lesson plans based on student needs, conducting formative assessments and modifying lessons based on collected data. The certified and credential staff will be compensated at \$40.00 per hour.
3. Coordinators will be certified and credential staff who are responsible for identifying students, who would benefit from the extended learning programs, based on data collected. Coordinators will communicate with parents and students to invite students based on the data utilized for the specialized programs. Coordinators will be responsible for reviewing teacher lesson plans as well as student data collected during the extended learning. Coordinators will address any parent or student concerns related to the extended learning. Coordinators will be compensated at \$50.00 per hour.
4. First preference will be provided to staff working in the school in which the program is offered. If the positions are not filled by building staff, the positions will be posted for all qualified district staff to apply.
5. This agreement will be funded through ESSER funds and remain in place for the 2021-2022 school year.

The undersigned, by fixing 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



Kelley Senyszyn, Vice President

For the District



James Schwarz, Superintendent

Date: 11/22/2021

Date: 11-22-21



# Memorandum of Agreement

## Tutor and Extended Learning Hourly Wages

This memorandum is to verify a mutual agreement between the Avondale District Board of Education and the Avondale Education Association regarding the hourly rate provided to tutors and extended learning credentialed, certified staff for the remainder of the 2022-2023 school year.


1. Tutors will be defined as uncertificated and certificated staff who help with supporting students in the completion of assignments. These staff members will be compensated at \$22.00 per hour.
2. Certified and credentialed staff will be responsible for direct teaching, creating lesson plans based on student needs, conducting formative assessments and modifying lessons based on collected data. The certified and credential staff will be compensated at \$40.00 per hour.
3. First Preference will be that Coordinators are AEA members that are certified and credentialed staff who are responsible for identifying students, who would benefit from the extended learning programs, based on data collected. If an AEA Coordinator is not available that is certified and credentialed, a certified building and credentialed administrator can serve in the position. If both a certified and credentialed AEA member and a certified and credentialed administrator are not available in the building, an uncertificated staff member may serve in the Coordinator role. Coordinators will communicate with parents and students to invite students based on the data utilized for the specialized programs. Coordinators will be responsible for reviewing teacher lesson plans as well as student data collected during the extended learning. Coordinators will address any parent or student concerns related to the extended learning. Coordinators will be compensated at \$50.00 per hour.
4. First Preference will be provided to staff working in the school in which the program is offered.

This agreement will be funded through ESSER funds and remain in place for the 2021-2022 school year. **This memorandum will be extended into the 2022-2023 school year.**

The undersigned, by fixing 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 For the District

  
Vanessa Wentzolf, AEA President

Date:  11/7/22

James Schwarz, Superintendent

A handwritten signature in black ink, appearing to read 'James Schwarz', written in a cursive style.

Date: 11-7-22 Date: \_\_\_\_\_