
MASTER AGREEMENT

2021-2024

AVONDALE SCHOOL DISTRICT

And

AVONDALE PARA EDUCATORS
ASSOCIATION, MEA/NEA

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AVONDALE BOARD OF EDUCATION AND AVONDALE PARA EDUCATORS
ASSOCIATION, MEA/NEA

This Agreement entered into for a period beginning July 1, 2021 and terminating June 30, 2024 by and between the Avondale Board of Education of Auburn Hills, Michigan, hereinafter called "District" or "Board", and AVPE/Avondale Para Educators Association, hereinafter called "Association" or "AVPE".

WITNESSETH

WHEREAS, the District has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965 to bargain with the Association with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, both parties being desirous of establishing and maintaining a harmonious relationship for the purpose of promoting the best interests of the school District, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

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

ARTICLE 1 – RECOGNITION

Section 1.1

The District hereby recognizes AVPE/MEA/NEA as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965 for all regularly employed special education para educators and MTSS para educators. Reference Section 8.19 for additional detail. Excluded personnel will be limited to substitute employees and temporary employees.

Section 1.2

Employees not in the AVPE Bargaining Unit will not displace bargaining unit members, nor regularly perform duties normally associated with the functions performed by employees within the bargaining unit.

Section 1.3

The District agrees not to negotiate with any organization other than the AVPE for the duration of this Agreement. Nothing contained herein will be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of AVPE, if the adjustment is not inconsistent with the terms of this Agreement, provided the AVPE has been given the opportunity to be present at such adjustment.

Section 1.4

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination on the basis of race, color, gender, national origin, age, religion, disability, marital status, sexual orientation, gender identity, gender expression, or military status.

RIGHTS ARTICLE 2 – ASSOCIATION

Section 2.1

Pursuant to Act 379 of the Michigan Public Acts of 1965, the District hereby agrees that every employee covered by this Agreement will have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other activities designed for mutual aid and protection. As a duly elected body exercising governmental power in the State of Michigan, the District undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, and terms or conditions of employment, by reason of her/his membership in the Association or collective professional negotiations in the District. The District also will not discriminate against any employee for her/his

initiation of any grievance, complaint, or proceeding with respect to any terms or conditions of employment under this Agreement.

Section 2.2

The Association will, at reasonable hours, have the right to use school buildings for meetings by making arrangements with the building principal (or Director of Transportation/District Rentals if the request to use building is for 6:00pm or later or is for a weekend use) twenty-four (24) hours in advance. It is understood by both parties that these meetings will be held outside of working hours unless express permission is granted by the Superintendent or designee. In addition, the Association and its members will have the right to use school building facilities for one (1) meeting every other month beginning in September. Any extra cost which may be incurred by the District for custodial service will be reimbursed by the Association.

Section 2.3

The Association will have the use of the interoffice mail service.

Section 2.4

The District agrees to furnish to the Association, in response to reasonable requests, any available public information concerning the financial resources of the District, including tentative budgetary requirements, allocations, and other such information which will assist the Association in developing intelligent, accurate, and constructive proposals during negotiations. The District also agrees to provide reasonable information which may be necessary for the Association to process any grievance. If the District will incur costs which are unreasonable in supplying the information, this cost will be paid for by the Association.

Section 2.5

Eight (8) days during the school year may be used at the Association's discretion for Association business without loss of pay. Attendance at such will be arranged in advance with the immediate supervisor and the Superintendent or designee.

The Association president will notify the Assistant Superintendent of Human Resources in writing who will be using an Association business day.

ARTICLE 3 – EMPLOYEES RIGHTS

Section 3.1

No employee, or Association representative, will engage in Association activities or business during the employee's working hours, unless such activities are approved in advance by the employee's immediate supervisor.

Section 3.2

A health certificate attesting to the continuing employability of the employee may be requested by the District once every five (5) years after initial employment. The expense incurred for this examination requested by the District will be paid for by the District.

Section 3.3

Any case of assault or battery upon a para educator during his/her official duties or arising from his/her official duties will be promptly reported to the building principal, who, in turn will notify the office of the Superintendent or designee. The District will provide legal counsel to advise the para educator of his/her rights and obligations with respect to such assault or battery and will render all reasonable assistance to the para educator 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 para educator 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 3.4

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

Section 3.5

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

Section 3.6

Para educators are entitled to work in a safe, secure, and non-threatening environment. Employees who are acting within the scope of their employment responsibilities with respect to maintaining control and discipline of students shall be given support and assistance by the District. Continued effort will be made to assure employees that they can provide student instruction and other ancillary services with a minimum of disruption and abuse in an appropriate learning environment. The District will reimburse employees the full replacement value, per incident, for properly documented loss, damage, or destruction of clothing or personal property of the paraeducator while on duty in the school, on the school premises, or while performing supervision of students

on school sponsored trips. The reimbursement will not be paid if the loss is covered by insurance or involves the employee's automobile.

ARTICLE 4 - CONTINUITY OF OPERATION

Section 4 .1

If the District, through the Superintendent or designee, determines that schools or other District buildings, due to inclement weather or other emergencies, are to be closed, then the employees will not be expected to report to their assignment or to a designated location, and will not lose any pay. If schools and/or other District buildings are closed early due to inclement weather or other emergencies, employees will be free to leave immediately after students are dismissed and will not lose any pay. Administrators in buildings without students will dismiss AVPE members within fifteen (15) minutes of the time all K-12 students have vacated District buildings. If cancelled days and/or instructional hours need to be rescheduled to arrive at the annual instructional minimum required by law, it is understood that the para educators shall not receive any additional compensation for the rescheduled days.

ARTICLE 5 – NO STRIKE/NO LOCKOUT

Section 5 .1

The employees and members of their negotiating team agree that during the term of this Agreement, they will not engage in or encourage strikes, the stoppage of work, or the absence in whole or in part from the full, faithful, and proper performance of the duties of their employment 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 by Public Act 379.

Section 5 .2

Violation of Section 5.1 may result in discipline.

Section 5 .3

As provided by state law, the District agrees that it will not lock out any employees or otherwise discipline employees for exercising their rights under the Public Employment Relations Act.

ARTICLE 6 – GRIEVANCE PROCEDURE

Section 6.1

A grievance is a claim based upon an event or a condition caused by an alleged misinterpretation or an alleged inequitable application of the terms of this Agreement.

Section 6 .2

The primary purpose of the procedures set forth in this article is to secure at the lowest step possible, equitable solutions to the claimed grievance. Members of the Association are encouraged to discuss their concerns with their immediate supervisor for a resolution of these concerns without having to resort to the formalized grievance procedure.

Section 6.3

The Association has the right to be present at all levels of the grievance procedure. However, any employee may represent him/herself if desired.

Section 6.4

Grievances will be subject to the terms of this grievance article and will be processed outside of regular working hours unless it is mutually agreed by the District and the Association to process the grievance during working hours.

Section 6.5

A grievance will be filed within fifteen (15) working days of the time when the alleged occurrence first impacted on a member of the Bargaining Unit.

Section 6 .6

All days mentioned in this article are working days unless stated otherwise.

Section 6.7 - Structure

- A. The building principal, or the employee's immediate supervisor, is designated as the administrative representative or supervisor for the Step One procedure.
- B. The Superintendent/designee is designated as the administrative representative for the Step Two procedure.
- C. Binding arbitration is designated as Step Three in the grievance procedure.

Section 6.8 – Procedure

- A. Step One - (**IMMEDIATE SUPERVISOR, WRITTEN**) If the alleged grievance cannot be settled informally with the employee's immediate supervisor, then the employee will reduce the grievance to writing (see Appendix C). Within five (5) days of the receipt of the grievance, the supervisor will schedule a meeting with the employee and the Association Representative at a time and place agreeable to the participants. After the meeting and within five (5) days, the supervisor will put in writing on the appropriate form (see Appendix C), his/her decision. If the employee and the association do not accept the decision of the supervisor, then they will make this decision known within five (5) days of the receipt of the decision from the supervisor and forward it to Step Two.

- B. Step Two - (**SUPERINTENDENT/DESIGNEE, WRITTEN**) Upon receipt of the grievance from Step One, the Superintendent/designee will, within ten (10) days, schedule a meeting with the employee and the Association representative at a time and place agreeable to the participants. Members of the administration who may be involved in the alleged grievance may also be in attendance at the request of either party. Within ten (10) days of this meeting the superintendent/designee will make his decision known to the Association. If the decision is not acceptable by the Association, then the grievance may be forwarded to Step Three.
- C. Step Three - (**ARBITRATION - WRITTEN**) If the grievance is still not settled, the Association may, within fifteen (15) days after the Superintendent/designee's answer, submit the grievance to arbitration. The rules of the American Arbitration Association will govern the filing of the demand for arbitration, the selection of the arbitrator, and the conducting of the hearing, and all other matters surrounding the arbitration process. The cost for the services of the arbitrator, including per diem expenses, and the American Arbitration Association filing fees will be borne equally by the District and AVPE in cases where there is a split decision, in all other cases the prevailing party will bear no expense while the other party will be responsible for all expenses incurred. 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, except the grievant(s), grievance committee members, and Association member(s) who are witnesses involved in the grievance will be released without loss of pay to participate in the arbitration hearing. The decision of the arbitrator will be final and binding on the District, AVPE, and employee.

Section 6 .9 - Miscellaneous Provisions

- A. There will be no reprisals by either party taken against any party by reason of participation in a grievance procedure.
- B. A grievance may be withdrawn at any step, but that same grievance will not be filed again.
- C. Probationary employees may file grievances, but do not have the right to grieve their discharge.
- D. Should the time limits be exceeded by either party, then the grievance will be considered settled at the previous step. By this, it is meant that should a grievance not be forwarded by the employee and the Association to the next step within the prescribed time limits, then the grievance is considered settled as resolved by the administrative representative at that previous step. Should the administrative representative not respond within the prescribed time limits, then the grievance will be considered settled at the previous step in favor of the employee and the Association.
- E. Time limits may be waived by mutual agreement.
- F. 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. Any step of the grievance procedure may be waived by the parties.

H. An Association grievance affecting two or more buildings should start at Step Two if the issue is the same in each building.

I. A grievance for an action taken by other than the employee's immediate supervisor will be filed at Step Two.

ARTICLE 7 - MANAGEMENT RIGHTS

Section 7.1

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

- A. To the executive management and administrative control of the school system and its properties and facilities, and the supervision of its employees;
- B. To hire all personnel and to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to assign, reassign, promote, supervise, evaluate, and transfer all such employees;
- C. To decide upon the means of supplying and to approve the selection of office materials and equipment;
- D. To adopt reasonable rules and regulations affecting members of the Association;
- E. To determine the replacement of operations, productions, service, maintenance, or distribution of work, and source of materials and supplies.

Section 7.2

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board in adoption of policies, rules, regulations, and practices, the furtherance thereof, and the use of judgment and discretion in connection therewith will be limited only by the specific and expressed terms of this Agreement and the laws and Constitution of the State of Michigan and the laws and Constitution of the United States.

Section 7.3

The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the terms of this Agreement unless mutually agreed.

ARTICLE 8 - SENIORITY, PROBATION, TRANSFERS, VACANCIES, PROMOTIONS, LAYOFF AND RECALL RIGHTS

SENIORITY

Section 8.1

Seniority for new bargaining unit employees will be the length of uninterrupted service from the date of hire as a para educator. Interrupted service will be defined as an absence from work of twenty (20) days or longer during which the employee receives no pay from the District.

Section 8.2

In the event two or more employees have the same date of hire, their ranking will first be determined by previous bargaining unit service. The most previous service will rank first. If two or more employees still have the same seniority rank after the previous service application, the seniority rank will be determined by lottery system. The Employer will advise the Association president and the tied employees at least fifteen (15) days before the lottery. The employees will be permitted to draw a number. The lower number will cause the ranking to be first. If the employee does not participate in the lottery, the president of the Association will draw a number.

Section 8.3

An approved unpaid leave of absence by the Board will not result in the loss of seniority of an employee, but time spent on an approved unpaid leave will also not be counted as worked time for seniority purposes. For instance, an employee who has two (2) years of seniority is approved for a one (1) year unpaid leave. Upon the employee's return, her/his seniority is still two (2) years, not three (3) years, but the employee will continue to accrue seniority from the date of return from the unpaid leave.

Section 8.4

The District agrees to provide the Association with an up-to-date seniority list by April 1 of each year. Subsequent changes in the seniority list will be brought to the Association's attention in a reasonable time period.

Section 8.5

The seniority list signed by the Association president and the Employer representative is the official seniority list as of July 1, 2002. All future seniority lists will be based on that list as may be updated as provided for in this Agreement.

Section 8.6

A para educator who has been off work and covered under the provisions of long-term disability will not accrue seniority during the period of LTD coverage.

PROBATION

Section 8.7

Newly hired employees, other than substitutes and temporary help will be considered probationary employees for the first sixty (60) work days. There will be no seniority among probationary employees. When a probationary employee finishes his/her probationary period, he/she will be entered on the seniority list and will rank, for seniority purposes, sixty (60) work days prior to the date he/she completed the probationary period. The superintendent or designee may extend the probationary period for the length of absences.

All probationary para educators will receive two hundred and fifty dollars (\$250) when their probation period is complete. For current para educators a stipend of one hundred dollars (\$100) will be paid for the first new hire referral and two hundred dollars (\$200) for each referral thereafter.

Section 8.8

At the conclusion of this period, a decision will be made by the Superintendent or designee and the employee's immediate supervisor as to whether the employee will be continued as a regular member. Notification of this decision will be in writing to the employee.

Section 8.9

The District retains the exclusive right to discharge a probationary employee. This action will not be subject to the grievance procedure.

Section 8.10

Assignment of the probationary employee to a regular position will be made by the Superintendent or designee.

TRANSFER Section 8.11

A transfer is any change in a job within the Bargaining Unit. Voluntary transfer to a vacant

Bargaining Unit position will be made with equal consideration to para educators' seniority, qualifications, skills, experience, education, training, performance and attendance.

A voluntary transfer may be initiated by two (2) employees. It is understood that a transfer between two employees, shall be considered voluntary and will comply with

current language on satisfactorily completing the trial period. This request for a transfer between two employees shall require the approval of both administrators, both employees and the Superintendent. Transfers between two employees will be handled in a manner that is the least disruptive to students and once made will remain in effect.

Involuntary transfers not specifically controlled by Section 8.21 through 8.24 will be given to the least senior employee who meets the necessary qualification as set forth by the job description for the position.

In order to comply with Section 1119 of the Elementary and Secondary Education Act (ESEA) also known as the No Child Left Behind Act (NCLB) and other applicable laws, Title 1 para educators and EL para educators will be required to be “highly qualified” or otherwise qualified to meet State and Federal laws and Regulations. Beginning the 2021-22 school year all paras in Title 1 buildings will be required to meet the Michigan Department of Education (MDE) standards prior to the start of the school year, all others will be required to meet these standards by the conclusion of the 2021-22 school year. Avondale School District will cover the cost of the testing through the Macomb ISD and will pay the difference if a para takes the test by other means and the cost is higher. Paras are encouraged to take the free online test to prepare for the qualifying test performed by MISD.

Section 8.12

Whenever any vacancy in an AVPE position in the District occurs, the District will provide the Association President and Executive Director a copy of postings by emails. In addition, the District will provide written notice to each building, and publicize the vacancy on the employment link of the District’s web page. Should a vacancy occur outside the school year, the District will publicize the position by electronic written notice of such to all AVPE members school emails. AVPE members will be notified prior to the end of the school year to check their school emails weekly for any postings occurring during the summer. A change of one (1) hour per day or more in a position will be posted for the following school year.

Section 8.13

All bargaining unit vacancies and promotions will be filled by bargaining unit members when qualified members apply for the positions. All employees are encouraged to train and prepare for promotional opportunities. Promotions will be awarded based on qualifications and seniority with the most senior qualified applicant being awarded the promotion.

Section 8.14

The written notice will contain the job title, job description, job classification and qualifications required for the position and the procedure and date for application. Job descriptions may be updated annually.

Section 8 .15

No vacancy will be filled until such vacancy will have been posted for at least three (3) days. The only exception will be in case of an emergency and then the vacancy will be filled only on a temporary basis for two (2) weeks only.

Section 8 .16

A vacancy is an unfilled position.

Section 8 .17

Any employee may apply for such vacancy. An applicant with less seniority in the system will not be awarded such a position unless a more senior applicant is not qualified for the position. Seniority will be defined in Sections 8.1 and 8.2.

Section 8 .18

An employee placed in a new position by transfer will be required to satisfactorily complete a trial period of sixty (60) work days, during the employee's work year. If the employee does not satisfactorily complete a trial period, he/she will be returned to his/her previous position. If within the first twenty (20) work days in the new position the employee chooses to not continue, he/she will be returned to his/her previous position. If the previous position has been eliminated he/she will be assigned to another position. The trial period may be extended for any absence during the period by the amount of said absences. In the event an employee is involuntarily transferred to a new assignment, the District agrees to give the employee not less than sixty (60) work days nor more than one hundred twenty (120) work days to qualify for such new assignment. Any expense incurred for training the employee under this Section will be paid by the District.

Layoff and Recall**Section 8 .19**

Layoff is the reduction of annual or daily assigned hours up to and including complete elimination of one or more positions. In the event the District determines a layoff is necessary, at least four (4) weeks written notice will be given to the employees so affected. At least three (3) weeks prior to the issuance of the lay-off notice, the District will meet with representatives of the Association to discuss possible alternatives to the proposed lay-off.

In the event the District must reduce the number of employees in its employ due to the lack of available operational funds or due to a reduction in student enrollment, or to eliminate curricular programs not mandated by this contract, the District will be empowered to lay off any number of employees necessary or to reduce the daily assignment of an employee(s). Temporary employees will be terminated prior to a layoff or an assignment reduction of bargaining unit members.

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

Layoff shall be done by classification. The two (2) classifications are:

A. MTSS (Multi-Tiered Support System) to include:

- Reading Support
- Title 1
- Instructional
- Transitional Kindergarten (TK)
- Student Success
- ARC (Academic Recovery Class)
- Media Manager

B. Special Education to include:

- Resource Room
- ASD Basic
- MOCI classroom
- CI Basic
- ECSE (Early Childhood)
- SKILLS
- EI (Emotionally Impaired)
- EL (English Language)
- Transportation

Section 8.20

Employees given lay-off notices will be given an opportunity in seniority order to take a vacant position for which they are all in accordance with State and Federal law following the posting procedures. If such vacancy is not available, the laid off employees may displace the least senior bargaining unit employee within their classification, displace the least senior bargaining unit employee within the entire bargaining unit, or take the layoff. Para educators whose positions have been eliminated but have enough seniority to maintain employment will be considered as displaced para educators.

These displaced members will have the right of first return to their classifications for the one (1) year.

Section 8.21

Employees laid off will maintain recall rights for two (2) years. Recall will be by written notice of at least two (2) weeks. The recall will be in order of most senior employee being recalled first, provided the employee meets the qualifications for the position.

Should an employee be offered a position with the number of hours of employment equal to or greater than what was held prior to layoff, and refuse such position, the employee will lose her/his right to remain on the seniority recall list and will be considered as having terminated her/his rights to recall. However, should a laid-off employee be offered a position with fewer hours of employment than held prior to layoff and refuse said position, the employee will not lose her/his right to remain on the seniority recall list.

Section 8.22

The District will continue insurance benefits provided under this Agreement for three (3) months after layoff or the length of time permitted by the insurance carrier, whichever is less.

Section 8.23

An employee who has sufficient seniority and is bumping back into a job, for whatever reason, will do so according to the following guidelines:

The employee will first displace the least senior employee in her/his present classification. If the displaced would result in a change for the returning employee from his/her current full-time to part-time status, then the returning employee may displace the next least senior full-time employee. If no full or part time employee in her/his classification can be displaced, then s/he will displace the least senior employee in any classification for which s/he is qualified. For an employee recalled to the same classification after a layoff of one (1) or more years, the District agrees to give the employee not less than sixty (60) work days nor more than one hundred twenty (120) work days to qualify for such a new assignment. Any expense incurred for training the employee under this Section will be paid by the District.

Section 8.24

Prior to the end of the school year, there will be a general membership meeting where the Superintendent or designee will facilitate members on a seniority basis to fill any vacancies.

ARTICLE 9 - DISCHARGE AND DEMOTION

Section 9 .1

The discharge, the demotion, or the disciplining of an employee by the Superintendent or designee, or the employee's immediate supervisor, will be made only for reasonable and just cause. When such action is deemed necessary by the administration, it will be done privately.

Section 9 .2

An employee 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 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 employee until the representative of the Association is present. It is understood by the Association that representation for the employee 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, if possible.

- A. Before disciplining, reprimanding, or investigating an employee, the administrator conducting the same will advise the employee of his/her right to Association representation. If the employee desires an Association representative present at any stage of the meeting, the meeting will be delayed until the representative is present.
- B. In the absence of a request for representation by an employee, an administrator may request the attendance of an Association representative.
- C. Whenever requested by either an employee or an administrator, the Association representative will be available.
- D. Disciplining, or the reprimanding of an employee, will be construed to mean a formal, oral/written report of the incident or infraction. An administrator may speak to an employee regarding delinquency in professional performance without putting the infraction in writing.
- E. A policy of progressive discipline will be followed which normally includes a verbal reprimand, a written reprimand, suspension and discharge. However, any disciplinary action taken against employees will be appropriate to the behavior which precipitated said action.

- F. In imposing discipline on a current charge, the Board will not take into account any infraction which occurred more than eighteen (18) months previously. Exceptions to this condition may be mutually agreed upon. Criminal sexual conduct, substance abuse, and physical force are not subject to the eighteen (18) month limitation. The Association will be involved at the first knowledge of the criminal sexual misconduct, substance abuse, and physical force.
- G. The District agrees that upon the discipline/reprimand in writing, suspension, demotion, or discharge of any member it will notify the Association in writing.
- H. The employee being disciplined will be allowed to discuss the problems with the Association representative and the District will make available a private area where they may do so before the employee is required to leave the property of the District. Upon request the administrator will discuss the problem with the employee and the Association representative.
- I. Nothing contained in the above paragraphs will prevent an administrator from exercising his/her normal administrative and supervisory duties. An administrator will at all times be free to discuss and talk to employees regarding their performance.

ARTICLE 10 – RESIGNATION

Section 10.1

An employee desiring to resign will file a written notice with the Superintendent or designee at least two (2) weeks prior to the effective date of resignation. Such advance notice may be waived by the District under extenuating circumstances.

Section 10.2

Resignations automatically forfeit all seniority rights and benefits of employment. In the event of re-employment, such employee will be considered as a new employee.

ARTICLE 11 - HOURS OF WORK

Section 11.1

- A. Hours worked in excess of forty (40) hours per week are subject to the provisions of overtime pay. When the work day is reduced during the periods of time when schools are not in session, the employee will receive no less pay per day than he/she would be paid during the regular workday. The standard work year shall be the same length as the student school year. The standard paid work day for Media Managers shall be seven hours (7) hours and thirty (30) minutes exclusive of lunch. The standard paid work day for all other full-time para educators shall be six (6) hours and fifty (50)

minutes exclusive of lunch. When duties necessitate working beyond the paraeducators regularly scheduled work day the employee will seek building administrator approval. It is expressly understood that paraeducators will be paid for all time worked on the District's behalf.

- B. There shall be duty free lunch time equal to that of the teaching staff in the individual buildings.
- C. Bargaining unit members will be provided a paid fifteen (15) minute relief time in the morning and in the afternoon as will be assigned by the immediate supervisor. Relief periods will be taken at a time and in a manner that does not interfere with the efficiency of that work unit as determined by taken at a time and in a manner by the immediate supervisor. The relief period is intended to be a recess to be preceded and followed by a work period: thus, it will not be used to cover a member's late arrival to work or early departure, nor will it be regarded as accumulative if not taken. Failure to take a relief period will not result in lengthening of a lunch or a shortening of the work day unless specifically arranged with the immediate supervisor. These changes in the relief and/or lunch period can be approved from time-to-time but cannot be approved on a permanent basis.

Section 11.2

Time and one-half (1 1/2) will be paid for all work in excess of forty (40) hours in any one week. Double time will be paid for all work performed on Sunday and holidays. The pay will be in the form of additional salary or compensatory time off as per the above formula. All overtime must be with the knowledge and authorization of a supervisor at the time the overtime is scheduled. The employee and supervisor will agree as to the form and schedule of payment at the time of authorization. If compensatory time is agreed to by both parties, said parties will try and schedule comp time within 60 days. If due to unforeseen scheduling conflicts the comp time cannot take place within the 60 days a request will be made by the employee to the building principal for an extension not to exceed one (1) school year. If no agreement can be achieved, the pay will be additional salary.

Section 11.3

Beginning the 2018-19 school year, paraeducators will supervise arrival and dismissal of students in addition to their regularly scheduled duties. For those employees that are paid through a grant, a time card procedure will be utilized for this time. The building administrator will create a list of volunteers interested in this additional duty. In the case of a shortfall the building administrator will schedule, on a rotational basis beginning with the least senior paraeducator to ensure adequate coverage. In the case of an overage of volunteers for this additional duty, the list will be utilized on a rotational basis to ensure an equalization of time.

Section 11.4

In the event the District alters the beginning/end of the school day to provide other professional opportunities for staff and there becomes a need for student supervision, paraeducators will be offered this work first at their regular rate of pay. In the case that the District alters the beginning/end of the school day to provide other professional opportunities for staff and there is no student supervision necessary – all paraeducators will be held harmless and may be offered other work during those time periods.

Section 11.5

The District and Association will develop a Professional Development calendar and identify training offerings. There will be three (3) required days of PD and three (3) optional days for paras to attend. Paraeducators will collaborate with their building administration on full and ½ days of PD to determine if the para will attend PD or work in their building. Paraeducator will have an option to work in another building on a PD day if there is a District need and the paraeducator does not attend PD. Paraeducators can attend PD virtually if it's offered as an option and it is expressly understood that paras will comply with District guidelines for virtual PD. The District and Association will communicate PD offerings outside of the District including but not limited to Oakland ISD and MEA.

ARTICLE 12 – COMPENSATION AND HOLIDAYS

Section 12.1

The salary schedule of para educators covered by this Agreement is set forth in Appendix A, which is attached to and incorporated into this Agreement.

Section 12.2

These hourly rates of pay as listed in Appendix A, are shown for each of the classifications. Increments will be added on July 1 of each year. In order to qualify for an increment, the para educator must have completed her/his probationary period of sixty (60) calendar days prior to July 1 following employment.

Section 12.3

Para educators will be scheduled to work the same days as students are scheduled to attend school during the school year.

The District may provide in-service training each year as needed.

Media Center managers will work an additional twenty (20) days during their work year. Para educators shall also be paid for the days listed below:

Friday before Labor Day
Labor Day
Wednesday before Thanksgiving
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas
December 26
New Year's Eve
New Year's Day
MLK holiday
Good Friday
Memorial Day

Beginning with the 2022-2023 school year, one (1) floating holiday may be taken when students are not in session. Beginning in the 2023-2024 school year, three (3) floating holidays may be taken when students are not in session.

If the holiday falls on a weekend day, there will be a paid holiday on the last work day before the weekend or the first work day after the weekend.

Section 12.4

All new employees will start on the probationary step.

Section 12.5

An employee will be reimbursed at the current IRS mileage reimbursement rate for use of her/his motor vehicle on school business including conferences and in-services.

Section 12.6

The employee 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 employee to select up to four (4) US banks, credit unions, or savings and loan institutions which participate in ACH transactions for deposit of payroll. The District will not charge the employee for this service. Amendments may be made to the employee's designation of the amount and destination of the deposit at any time.

The District will convey the information to the effect of the ACH deposit by the scheduled pay date.

Section 12.7

Media Center Managers hired before January 1, 2011 will have an additional twenty 20 work days added to their work year and the additional duty of tech support for the District. The Manager(s) will work with the Tech department to determine when the additional twenty (20) days will be worked to ensure the best support for the District. The Media managers/Tech support will be compensated with a stipend of \$8,000.00 for the 2021-22 school year with additional years/compensation to be determined with the wage reopener.

Section 12.8

Non – probationary para educators who possess a Bachelor's degree shall receive an additional amount of one dollar and fifty cents (\$1.50) per hour. Non-probationary para educators who possess at least an Associate's Degree shall receive an additional amount of one dollar and twenty-five cents (\$1.25) per hour. All special education para educators performing personal care for students as agreed upon by the Association and District (personal care examples – catheter care, diapering, trach support) shall be paid an additional one dollar (\$1.00) per hour.

Section 12.9

It is understood and agreed that paraprofessionals who are required to attend training sessions by the district on a non-work day or at times outside the regular work day shall receive their regular hourly rate of pay for time spent in such training.

Section 12.10

Any additional money over 10% of the targeted fund balance as verified by the official audit and defined by the State will be divided among AVPE members. The District will share 6 percent for the 2020-21 fiscal year of that amount with AVPE members in a one-time payment payable as soon as possible. . This payment is for the 2020-21 school year to be paid in the 2021-22 school year – once that payment occurs this language will no longer be enforceable and will be eliminated from the CBA.

ARTICLE 13 - PAID ABSENCES

Section 13.1

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 13.2

Employees shall receive twelve (12) sick leave days at the beginning of each school year. Sick leave days will accumulate from year to year. Sick time can be used in increments of no less than one hour.

Section 13.3

Other absences with the knowledge of the employee's immediate supervisor up to and including three (3) personal days a year will not result in a reduction in an employee's salary. Personal Day is defined as that activity which could not be acted upon except during school hours. The use of personal 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. The period of absence without loss of pay may be extended beyond three (3) days for such occurrence upon the approval of the Superintendent. The Superintendent's decisions relative to such extension of paid absence is not grievable.

Section 13.4

Up to five (5) days may be used for illness in the immediate family. After five (5) days it is expected that the employee can make appropriate arrangements for the care of the ill member of her/his immediate family. However, additional days may be granted upon the approval of the Assistant Superintendent of Human Resources. Immediate family in this section will mean husband, wife, 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 employee may appeal to the Assistant Superintendent of Human Resources. The decision of the Assistant Superintendent of Human Resources is not grievable.

Section 13.5

A maximum of five (5) bereavement days may be used for a death in the immediate family, as defined in Section 13.4. One day will be granted to attend the funeral of a friend or relative not covered in Section 13.4. However, additional days may be granted upon approval of the Superintendent or designee.

Section 13.6

Jury and court leave: Each employee will be excused from her/his regular assigned duties for required jury duty or the attendance at any court or administrative agency pursuant to subpoenas, provided she did not initiate or is not a party to the action. She/he will be paid her/his regular salary, and any funds received for appearance in court or before an administrative agency relating from being subpoenaed will be paid to the Avondale School District. The District will automatically deduct fifteen dollars (\$15.00) [full day] or seven dollars and fifty cents (\$7.50) [half day] from his/her normal

salary for each day the employee serves as juror. The deduction will be taken on the 30th calendar day of the reported jury duty absence.

Section 13.7

The provisions of this Article are intended to provide salary security in time of need, not mere convenience, under the conditions specified only.

Section 13.8

An employee 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 employee by the Superintendent. In the event of absence of an employee for illness or injury in excess of five (5) consecutive days, the Assistant Superintendent of Human Resources may require proof of illness or injury.

Section 13.9

Proven abuse of the provisions of this Article will result in appropriate disciplinary action.

Section 13.10

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, and parent. The benefit coverage provisions of FMLA will include the benefits provided at the Insurance Protection Article.

Section 13.11

After one (1) year of service, an employee may use up to four (4) weeks of personal paid sick leave for the adoption of a child. The time can be used after the employee takes custody of the subject child, or before taking custody if the adoption agency requires the employee 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 13.12

Bonus/Attendance Day Incentive Program:

A. An employee who uses one or fewer sick leave days, per Sections 13.2 and 13.4, during the school year will be entitled to two (2) incentive day(s) to be used during the subsequent school year without restrictions. An employee who uses no more than two sick leave days, per Sections 13.2 and 13.4, 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 para educators 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 six (6) employees will be excused under this section on any given day district-wide. Priority will be established by the date of receipt of request by the Department of Human Resources.

D. For those employees wishing a payout of sick days the following schedule will be followed. It is expressly understood that if an employee chooses the payout option the unused days for that school year will be turned in for payment and will not go to their accumulated sick bank. When choosing the payout option, the employee waives the Bonus day incentive option.

- 0 sick days used: \$200
- 0.01 – 1 sick days used: \$150
- 1.01 - 2 sick days used: \$100
- 2.01 – 3 sick days used: \$50

ARTICLE 14 - LEAVES OF ABSENCE WITHOUT PAY

Section 14.1

After one (1) year of service, a leave of absence, up to one (1) year without pay, will be granted upon written application and approval by the Superintendent or designee with accompanying approval by the Avondale Board of Education. The seniority of the employee will be retained during the period of this leave. By this, it is meant that an employee with five (5) years of experience in a particular job classification will retain that five (5) years of experience upon return from educational leave. A leave of absence will be extended, upon request, for up to an additional one (1) year.

Section 14.2

After one (1) year of service, a child care leave up to one (1) year will be granted to an employee without pay, upon written application to the Superintendent or designee and the Avondale Board of Education. A maternity related disability will be treated like all other disabilities.

Section 14.3

After five (5) years of service, a leave of absence may be granted, without pay, to any employee to campaign for and/or serve in a public office. This leave will be for the length of period of the office to which the employee has been elected.

Section 14.4

Any employee whose personal illness extends beyond the period compensated for under Article 14 will be granted a leave of absence without pay for such time as is necessary for complete recovery of her/his illness.

Section 14.5

If an employee chooses to return to employment with the District at the conclusion of their leave, the employee must notify the district sixty (60) days prior to the end of the leave. An employee will be returned to a position within her/his classification at the conclusion of her/his leave providing there is a position held by an employee with less seniority for which she is qualified. Should there be no position, the leave will be extended until there is a vacancy, not to exceed three (3) years.

Section 14.6

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 re-employment rights will be handled as per federal and state laws.

Section 14.7

A leave without pay requested in writing may be granted for up to six (6) months because of illness in the employee's immediate family, upon the recommendation of the immediate supervisor and with approval of the Board. Extensions of the leave are at the option of the Board.

Section 14.8

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, and parent. The benefit coverage provisions of FMLA will include the benefits provided at the Insurance Protection Article.

ARTICLE 15 - SEVERANCE PAY & RETIREMENT

Section 15.1

Effective July 1, 2003, employees will be eligible for severance pay upon voluntary termination of employment if he/she has at least twelve (12) years of service in the District. These employees will be eligible for an additional one hundred dollars (\$100.00) severance pay for each year of service in the District. This amount is capped at two thousand dollars (\$2,000.00) per individual.

Section 15.2

There will be no mandatory retirement age.

Section 15.3

A member who retires, resigns after ten (10) years of service, or dies with at least ten (10) years of service will be compensated for all unused sick leave days at the rate of twenty dollars (\$20) per day. This payment will be paid on the last regular paycheck the member receives.

ARTICLE 16 – INSURANCE

Section 16.1

- A. The District is not responsible for solicitation of employees for insurance and other benefits. The District will provide application forms and explanatory information available for all employees 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. Mutual exceptions are permissive.

The insurance and other benefits will begin when the employee 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 employee terminates employment except coverage may continue as permitted by COBRA and the providers' rules.

It is the employee's 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 employee. The employee shall notify the Benefits Office, in writing, within thirty (30) calendar days of the change. Failure to do so may cause the employee to reimburse the District for the added expenses of providing insurance to an ineligible person. The District will send a notice to all employees at the beginning of each semester reminding the employee of their responsibility to notify the District of any change and the possible consequences of not providing said notice.

- B. In order to be eligible for Health Care Insurance a para educator must be scheduled to work thirty (30) hours each week.

- C. As of Jan 1, 2016, the District will make full payment for para educators, their spouses and their dependent children for MESSA ABC Plan 3 with the \$3,500/\$7,000 deductible (in network) with ABC Rx coverage as listed in Appendix E for the duration of this Agreement. The District will not duplicate hospitalization insurance to any para educator who has hospitalization coverage under another policy.
- D. AVPE members who are covered by the District Health Insurance as defined within Article 16 will continue their level of contribution to reflect a 20% premium contribution (health only) on a pre-tax basis, for the duration of this agreement.
- E. Members will contribute a monthly premium share of 20% of the annual medical premium for the duration of this contract and applicable tax/health assessments tribute the affordable care act. This will be deducted in equal installments from each pay for 21 pays.
- F. The District will not duplicate hospitalization insurance to any para educator who has coverage under another policy.

Group Term Life Insurance

Section 16.2

The District will provide without cost to the AVPE member group life insurance protection in the amount of twenty-five thousand dollars (\$25,000.00), per full-time or part-time employee. This insurance will include an additional twenty-five thousand dollars (\$25,000.00) indemnity in the event of accidental death and accidental dismemberment. Accidental death and dismemberment will be defined by the insurance carrier and the AVPE Collective Bargaining Agreement with the District.

Long Term Disability

Section 16.3

- A. Effective July 1, 2003, an eligible employee who is unable to work due to mental or physical disability may go on LTD after one hundred eighty (180) days of disability. The LTD benefit will be 66 2/3 percent of the employee's gross salary at the time of the last day worked. The 66 2/3 percent (66.66%) LTD benefit is reduced by other forms of income available to the employee for which the district has helped pay. These "offsets" include social security, retirement, and workers compensation. The intent of the plan is to assure the employee 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 employee 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 cover nervous and mental disorders and alcohol and drug disorders like any other illness.

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. An employee may use leave days during the waiting period.
- C. It is expressly understood by the AVPE 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 part of 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 or LTD.
- F. An employee may return to work when she is certified by an appointed team of qualified physicians.

Dental/Optical Coverage

Section 16.4

- A. The District shall establish a Dental/Optical Fund in the amount of \$20,000.
- B. Employees wishing to participate in this program will pick up a dental/optical form from their school office or the Director of Fiscal operations' Office prior to treatment or examination.
- C. All requests for reimbursement from July 1 through June 30 must be received no later than July10. Reimbursement checks will be given during July/August. Should the total approved bills be submitted during the course of the school year exceed the amount in the fund, then the reimbursement will be prorated. Co-payments from another dental/optical plan are eligible for submission. The first two hundred dollars (\$200.00) of eligible dental/optical expenses incurred for each covered individual (see D below) during the period of July 1-June 30 will be reimbursed to the employee within thirty (30) days of submission. All other dental/optical expenses in excess of two hundred dollars (\$200.00) 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. The District will provide the Association a

report indicating claims turned in, total amount of claims paid (prorated or otherwise) and amount of funds not expended to be rolled over to the following year.

- D. Coverage under this Section is limited to husband, wife, and dependent children.
- Only two (2) cleanings are allowed per year per individual.
 - Only one complete set of x-rays is allowed per year per individual.
 - Bleachings, implants and veneers will not be covered. The maximum for orthodontics is one hundred dollars (\$100.00) per year per individual.
 - Only one optical exam is permitted per year per individual.
 - Only one claim for a set of glasses or set of contacts is permitted per year per individual. The maximum for optical frames is one hundred dollars (\$100.00) per year per individual.

The amount of reimbursement under this Section is limited to fifteen hundred dollars (\$1,500.00) per employee family.

WORKERS' COMPENSATION

Section 16.5

Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation law will receive from the District the difference between the allowance under the Workers' Compensation Law and her/his regular salary for the time required to qualify for long term disability benefits provided by the District. Benefits received by the employee from Avondale's Workers' Compensation Insurance in combination with the payment by Avondale, will not exceed the employee's annual contract amount.

Section 16.6

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

Section 16.7

The District will make available to all members payroll deduction for a voluntary participation in Group Long Term Care Insurance from CNA Insurance Companies, if available. There will be an open enrollment period between November 1 and November 30 each year.

ARTICLE 17 - NEGOTIATION PROCEDURES

Section 17.1

At least ninety (90) days prior to the expiration of this written agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, and terms and conditions of employment for para educators employed by the District.

Section 17.2

In any negotiations described in this article, neither party will have any control over the selection of the negotiating or bargaining representatives from within or outside the school District. It is recognized that no final agreement between the parties may be executed without ratification by the Board and by the membership of the Association. However, the parties mutually pledge that representatives selected by each will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

The parties will deal with the selected representatives of each, not with individuals.

Section 17.3

The Association and the District agree there will be no reprisals, subtle or otherwise, as a result of participation in Avondale collective bargaining negotiations.

Section 17.4

If the parties fail to reach an agreement in such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

Section 17.5

The Association and the District 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 and opportunity, are set forth in this Agreement. Therefore, the District and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 17.6

The parties agree that at the request of either party they will commence negotiation 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.

Section 17.7

This Agreement supersedes and cancels all previous Agreements, verbally or written, or based on alleged past practices between the District and the Association, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto will not be binding on either party unless executed in writing by each party and attached hereto.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

Section 18.1

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

If (copies of) this Agreement or any application thereof to any employee or group of employees will be found contrary to law, then such provision or application will not be deemed valid and subsisting. But all other provisions or applications will continue in full force and effect.

Section 18.2

This Agreement will constitute the full and complete commitment between both parties. It may not be altered, changed, added to, deleted from, or modified in any way, except through the voluntary mutual consent of both parties in a written and signed amendment to this contract.

Section 18.3

Because every building has problems unique to itself due to facilities, personnel, and the public, the involved employees are encouraged to jointly develop solutions to these problems which are not inconsistent with state law, school board policy, or the terms of this Agreement. The Association agrees that in expecting its members to conduct themselves in all aspects of their job responsibilities and employment in an ethical and

proper manner, it will exert all reasonable effort to rectify any action or attitude of any para educator which may be considered to be improper or unethical.

Section 18.4

The Association will be consulted for ideas. Employees will be included in monthly staff meetings when the PD provided is relevant to the work they perform. Employees will be provided no less than one (1) day before school starts to work in their building to prepare for the upcoming school year or to attend professional development. If the professional development scheduled permits, paraeducators may complete their Safe Schools Training during the day.

Section 18.5

The District will provide the employees a properly furnished lunch room for their use, comfortable restrooms, and accessible computers and printers. At the Administration Building office machines will not be placed in the lunchroom.

Section 18.6

An employee who is unable to report for work will notify his/her immediate supervisor. If a substitute is to be provided, the supervisor will provide for the substitute.

Section 18.7

Full time employees are defined as employees who are regularly assigned to a position that would require at least 1020 hours of work per school year as defined by the Michigan Public School Employees Retirement System.

Section 18.8

Avondale School District will notify AVPE leadership of positions needed for the fall and winter intersession offerings and will post positions internally for three (3) days. If there are not enough candidates to fill intersession positions the District can post externally. Positions will be filled based on seniority and qualifications. The District will strive to fill positions on a rotational basis and will work collaboratively with AVPE leadership in doing so. The District and Association will meet to collaborate on the wages for positions based on the grant funding for the intersession program.

ARTICLE 19 - EVALUATION EMPLOYEE

Section 19.1

All monitoring or observation of the work performance of an employee will be conducted openly and with the full knowledge of the employee. Electronic monitoring devices will be used only with the consent of the employee.

Section 19.2

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

Employee evaluations, reprimands, warnings, and directives may be challenged by the employees and, if it is found to be false, it will be removed from the employee's personnel files. However, such a challenge must be made within six (6) months of the insertion of the item into the employee's personnel files.

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

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

Section 19.3

Evaluations will be conducted by the employee's supervisor.

Section 19.4

After no later than fifty (50) calendar days of employment, a formal written evaluation report will be furnished to all probationary employees covering the period of employment. The Superintendent or designee will receive a copy of the signed evaluation.

Section 19.5

Employees will be evaluated prior to the end of their work year. The formal written evaluation report will be furnished to non-probationary employees covering the current school year. The Superintendent or designee will receive a copy of the signed evaluation report.

Section 19.6

If an employee is not provided with the evaluation report in the time limit set forth in Sections 19.4 and 19.5 above, it will be considered as being evidence that the employee's performance is above average.

A post-evaluation conference with the employee being evaluated, in order to review the evaluation will be held by the administrator prior to the submission of the evaluation

report to the superintendent or designee. At this meeting the administrator and the employee being evaluated may, at their option, have one representative (Association representative and/or administrator) in attendance. The request for representation will be honored within twenty-four (24) hours or on the next scheduled work day. This time limitation may be mutually waived. Prior to the post-evaluation conference, the employee will have had the opportunity to review his/her evaluation report.

Section 19.7

If the District is going to recommend the termination of an employee, said employee and the Association will be notified in writing of the recommendation and reasons for same. This notification will be sent early enough to permit a meeting of the District and the employee to be scheduled (if the employee so requests), at least ten (10) days prior to formal action being taken by the Board.

Section 19.8

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 19.9

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

Section 19.10

The evaluation form used will be approved by the District and Association. Any further changes will be by agreement between the District and Association.

ARTICLE 20 – SPECIAL NEEDS

Section 20.1

The additional qualification for this Classification is the willingness to be trained for the performance of medical procedures for students. Any student who requires a medical procedure must be assigned a Special Needs para educator. There must be at least two Special Needs para Educators district-wide, one for each affected student and one additional as a backup. Positions will only be posted for Special Needs para educators in order to provide the minimum coverage necessary. Special Needs para educator positions by building will be offered starting with the most senior paraeducator. In the event this position is not filled the duties will be assigned to the least senior paraeducator. This same process will be used in determining the backup Special Needs paraeducator by building.

Section 20.2

Two persons must be present at all times when these procedures are implemented. The Special Needs para educator is the person with the responsibility for the procedure. Another para educator in the building will be designated as an observer.

Section 20.3

There will be a designated currently available restroom that insures privacy with a stop sign "Room In Use" attached to the door. As well as having available all universal precautions as necessary, Para Educators will be provided with smocks upon their request along with any other safety equipment necessary for them to perform their duties.

Section 20.4

The district will provide liability insurance which covers all persons involved in implementing these procedures. A specific statement of insurance coverage from the district's insurer will be provided to the Association upon request. The Board will provide reasonable legal assistance in case of any lawsuits, per Section 3.4 of the Master Agreement.

Section 20.5

Both the instructions from the student's doctor and a specific parental permission statement will be kept on file by the district. No unit member will be required to perform these procedures without professional medical supervision and assistance until the member has completed an adequate training program which includes supervised actual experience resulting in the acknowledged competency of the para educator. Emergency procedures will be identified. The para educator will be trained in these procedures. A certified health care professional will be available by phone at all times the procedure is to be administered.

Section 20.6

Special Needs para educators who are assigned students who require a medical procedure will receive an additional amount of eighty cents (\$0.80) per hour added to their pay rate. If the medical procedures are no longer necessary, the Medical Procedure para educator will return to his/her original pay rate. If necessary, the Special Needs para educators can be reassigned to another student who requires medical procedures.

Observers will receive an additional amount of forty cents (\$0.40) per hour added to their pay rate. If the medical procedures are no longer necessary, the Observer will return to his/her original pay rate. The backup special needs provider will receive an additional amount of forty cents (\$0.40) per hour per day on a per procedure basis payable on a semester basis.

ARTICLE 21 – DURATION

This agreement will be effective as of July 1,2021, and will continue to be in effect until the 30th day of June, 2024. This Agreement will not be extended orally and it is expressly understood that it will expire on the date indicated. If neither party gives written notice to the other of a desire to reopen this agreement at least ninety (90) days prior to the expiration date, this agreement will automatically be extended for one (1) additional year.

ARTICLE 22 - SIGNATURES

For the Association:

For the Board of Education:

Shelly Peteuil -President

Terry Lang- President

Deb Lotan- Executive Director

James V. Schwarz- Superintendent

Negotiating Teams:

AVPE:

Shelly Peteuil
Melanie Bradley
Dana Greer
Deb Lotan

ASD:

Sharon Hyde
Dan Trudel

APPENDIX A – SALARY SCHEDULE

	2021 - 22	2022-23	2023 - 24
Step 0	\$13.19		
Step 1	\$13.44		
Step 2	\$13.69		
Step 3	\$13.94		
Step 4	\$14.19		
Step 5	\$14.44		
Step 6	\$14.69		
Step 7	\$14.94		
Step 8	\$15.19		
Step 9	\$15.44		
Step 10	\$15.69		

Para educators will move to the new 2021-22 salary schedule remaining at the same step they were at the conclusion of the 2020-21 school year. There will be a wage reopener for the remaining years of the contract.

For the 2022-23 School year paraeducators will transition to the new 2022-2023 step salary schedule to the closest hourly rate without a reduction in pay.

2022-2023 Salary Schedule

Hourly Rate

Base	Associate	Bachelor
Step 1 13.50	14.75	15.00
Step 2 13.90	15.15	15.40
Step 3 14.30	15.55	15.80
Step 4 14.70	15.95	16.20
Step 5 15.10	16.35	16.60
Step 6 15.45	16.70	16.95
Step 7 15.80	17.05	17.30
Step 8 16.15	17.40	17.65
Step 9 16.50	17.75	18.00
Step 10 16.85	18.10	18.35

For the 2023-2024 school year all eligible paraeducators will move one step on the salary schedule.

APPENDIX B - LONGEVITY

Para educators will be entitled to longevity pay according to the following schedule:

After ten (10) years of service: \$400.00
After fifteen (15) years of service: \$600.00
After twenty (20) years of service: \$700.00

The longevity will be paid in a lump sum on the first payroll in December, following the para educators effective date of eligibility if that date is no later than December 1.

Longevity for the 2022-2023 School Year

Para educators will be entitled to longevity pay according to the following schedule:

After five (5) years of service: \$300.00
After ten (10) years of service: \$400.00
After fifteen (15) years of service: \$600.00
After twenty (20) years of service: \$700.00

The longevity will be paid in a lump sum on the first payroll in December, following the para educators effective date of eligibility if that date is no later than December 1.

Longevity for the 2023-2024 School Year

Para educators will be entitled to longevity pay according to the following schedule:

After five (5) years of service: \$300.00
After ten (10) years of service: \$500.00
After fifteen (15) years of service: \$700.00
After twenty (20) years of service: \$900.00
After twenty-five (25) years of service: \$1,100.00

02/04/01

MEMORANDUM OF AGREEMENT

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

The District and Association agree that as the positions of Media Manager become vacant through attrition, the duties of such positions shall be transferred to positions covered under the contract for the Avondale Education Association.

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

APPENDIX C – 2021-2022 SCHOOL CALENDAR

AVONDALE SCHOOL DISTRICT 2021 / 2022 STUDENT-CENTERED CALENDAR

- 16: New Teacher Orientation (9am - 3pm)
- 17: Special Education and ELL Teachers Report (9am - 3pm)
- 18: All Teachers Report PD (9am - 3pm) *
- 19: All Teachers Report PD (9am - 3pm) *
- 20: NO SCHOOL
- 23: First Day of School HALF DAY for Students (AM); Teacher Work Time (PM)
- 24: TK & Kindergarten STUDENTS WITH LAST NAMES A - M ONLY attend school
- 25: TK & Kindergarten STUDENTS WITH LAST NAMES N - Z ONLY attend school
- 27: NO SCHOOL
- 31: AMS Curriculum Night 6:00pm - 8:00pm

AUGUST 2021						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

- 10: Grades TK-12 Early Dismissal and Professional Learning*
- 21-25: NO SCHOOL Mid-Winter Recess
- 22-25: MID WINTER INTERCESSION

- 1: AHS Curriculum Night 6:30pm - 8:30pm
- 3: NO SCHOOL Labor Day Recess
- 6: NO SCHOOL Labor Day Recess
- 7: GATE Curriculum Night 6:30pm - 8:00pm
- 9: Elementary Curriculum Night 6:00pm - 8:00pm
- 17: Avondale Homecoming Parade and Game
- 29: AHS (Grades 9-12) Parent / Teacher Conferences 4:30pm - 7:30pm
- 30: Grades TK-12 Early Dismissal and Professional Learning *

SEPTEMBER 2021						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MARCH 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- 3: Grades TK - 5 and GATE HALF DAY (AM); Teacher Records (PM); Grades 6 - 12 (AMS and AHS) FULL DAY
- 4: Grades TK - 8 HALF DAY (AM); Teacher Records (PM); End of 2nd Trimester; Grades 9 - 12 FULL DAY
- 16: AHS (Grades 9-12) Parent / Teacher Conferences 4:30pm - 7:30pm
- 17: Elementary and GATE Parent Teacher Conferences 4:30pm - 7:30pm
- 24: Grades TK-12 Early Dismissal and Professional Learning *
- 28, 29, 30, and 31: NO SCHOOL Spring Recess

- 7: AMS (Grades 6-8) Parent / Teacher Conferences 4:30pm - 7:30pm
- 14: GATE Parent Teacher Conferences 4:30pm - 8:00pm
- 18-22: FALL INTERCESSION
- 18-22: NO SCHOOL Fall Break
- 26: Elementary and GATE Parent Teacher Conferences 4:30pm - 8:00pm
- 28: Grades TK-12 Early Dismissal and Professional Learning *

OCTOBER 2021						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

APRIL 2022						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- 1: NO SCHOOL Spring Recess
- 13: Grades TK - 5 FULL DAY; Grades 8, 9 and 11 Testing; AMS/AHS Grades 6, 7, 10 and 12 NO SCHOOL; GATE 6-8 Full Day of School; All Staff FULL DAY **
- 14: Grades 10 and 11 TESTING (AM); Grade 9 NO SCHOOL; Grade 12 HALF DAY; Grades TK - 8 HALF DAY; Grades TK - 12 Teacher Professional Learning (PM) **
- 15: NO SCHOOL
- 28: Grades TK-12 Early Dismissal and Professional Learning *

- 2: NO SCHOOL for Students; Election Day;
- 4: Teachers Professional Learning 8am - 3pm *
- 2: Elementary (Grades TK - 5) Parent / Teacher Conferences 4:30pm - 8:00pm
- 18: Grades TK-12 Early Dismissal and Professional Learning *
- 19: Grades TK-5 and GATE HALF DAY (AM); Teacher Records (PM); Grades 6-12 FULL DAY
- 23: Grades TK-8 HALF DAY (AM); Teacher Records (PM); End of 1st Trimester for Grade TK-8; Grades 9-12 FULL DAY
- 24, 25, and 26 NO SCHOOL Thanksgiving

NOVEMBER 2021						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY 2022						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- 13: NO SCHOOL for Students
- 13: Teachers PD; 8am - 3pm *
- 26: Grades TK-12 Early Dismissal and Professional Learning *
- 30: NO SCHOOL Memorial Day

- 10: NO SCHOOL for Students;
- 10: Teachers Professional Learning 8am - 3pm *
- 16: Grades TK-12 Early Dismissal and Professional Learning *
- 23-24: NO SCHOOL Winter Recess
- 27-31: NO SCHOOL Winter Recess

DECEMBER 2021						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE 2022						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

- 8: Grades 9-12 HALF DAY (AM); Semester Exams; Teacher Records (PM); Grades TK - 8 FULL DAY
- 9: Grades TK - 12 HALF DAY (AM); Grades 9 - 12 Semester Exams; Teacher Records (PM)
- 10: LAST DAY OF SCHOOL
- Grades TK - 12 HALF DAY (AM); Grades 9 - 12 Semester Exams; Teacher Records (PM)
- End of 3rd Trimester for Grades TK-8
- End of 2nd Semester for Grades 9-12

- 13: AMS (Grades 6 - 8) Parent / Teacher Conferences 4:30pm - 7:30pm
- 17: NO SCHOOL Dr. Martin Luther King, Jr. Day
- 19, 20, & 21: Grades 9 - 12 HALF DAY Semester Exams (AM); Teacher Records (PM); Grades TK - 8 FULL DAY
- 21: End of 1st Semester for Grades 9-12
- 27: Grades TK-12 Early Dismissal and Professional Learning *

JANUARY 2022						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

HALF-DAY DISMISSAL TIMES	EARLY RELEASE DISMISSAL TIMES
TK - 5th Grade: 11:45am	TK - 5th Grade: 1:35pm
GATE: 11:15am	GATE: 1:05pm
AMS: 11:07am	AMS: 1:00pm
AHS: 10:33am	AHS: 12:25pm
SKILL: 11:00am	SKILL: 12:15pm

* Indicates Professional Learning aligned to District Improvement Plan

** Based on Michigan Department of Education Standardized Testing Schedule

Updated 3/25/2021

APPENDIX D – 2021-2022 PAY PERIOD CALENDAR

2021-22 PAY PERIODS				
Period	Period Code	Period Begin	Period End	Check Date
2101140	REGULAR	6/20/2021	7/3/2021	7/9/2021
2101150	REGULAR	7/4/2021	7/17/2021	7/23/2021
2101160	REGULAR	7/18/2021	7/31/2021	8/6/2021
2101170	REGULAR	8/1/2021	8/14/2021	8/20/2021
2101180	REGULAR	8/15/2021	8/28/2021	9/3/2021
2101190	REGULAR	8/29/2021	9/11/2021	9/17/2021
2101200	REGULAR	9/12/2021	9/25/2021	10/1/2021
2101210	REGULAR	9/26/2021	10/9/2021	10/15/2021
2101220	REGULAR	10/10/2021	10/23/2021	10/29/2021
2101230	REGULAR	10/24/2021	11/6/2021	11/12/2021
2101240	REGULAR	11/7/2021	11/20/2021	11/26/2021
2101250	REGULAR	11/21/2021	12/4/2021	12/10/2021
2101260	REGULAR	12/5/2021	12/18/2021	12/24/2021
2177001	REGULAR	4/11/2021	4/24/2021	4/30/2021
2201010	REGULAR	12/19/2021	1/1/2022	1/7/2022
2201020	REGULAR	1/2/2022	1/15/2022	1/21/2022
2201030	REGULAR	1/16/2022	1/29/2022	2/4/2022
2201040	REGULAR	1/30/2022	2/12/2022	2/18/2022
2201050	REGULAR	2/13/2022	2/26/2022	3/4/2022
2201060	REGULAR	2/27/2022	3/12/2022	3/18/2022
2201070	REGULAR	3/13/2022	3/26/2022	4/1/2022
2201080	REGULAR	3/27/2022	4/9/2022	4/15/2022
2201090	REGULAR	4/10/2022	4/23/2022	4/29/2022
2201100	REGULAR	4/24/2022	5/7/2022	5/13/2022
2201110	REGULAR	5/8/2022	5/21/2022	5/27/2022
2201120	REGULAR	5/22/2022	6/4/2022	6/10/2022
2201130	REGULAR	6/5/2022	6/18/2022	6/24/2022

Memorandum of Understanding
Between
The Avondale School District
And
The Avondale Paraeducator Association

The parties agree to the following contract change:

Section 12.7

Media Center Managers hired before January 1, 2011 will have an additional twenty 20 work days added to their work year and the additional duty of tech support for the District. The Manager(s) will work with the Tech department to determine when the additional twenty (20) days will be worked to ensure the best support for the District. The Media managers/Tech support will be compensated with a stipend of \$8,000.00 for the 2021-22 school year with additional years/compensation to be determined with the wage reopener.

Section 12.7

Media Center Managers hired before January 1, 2011 will have up to an additional twenty (20) work days added to their work year and the additional duty of tech support for the District. **The additional days will be paid at the Media Center Managers hourly rate of pay.** The Manager(s) will work with the Tech Department to determine when the additional twenty (20) days will be worked to ensure the best support for the District. **The Media Center Manager will be responsible for tracking and recording their tech hours for payroll purposes. Should their be a need to go beyond the twenty (20) days, the Media Center Manager is required to get approval from the Supervisor of the Tech Department.** The Media managers/Tech support will be compensated with a stipend of \$8,000.

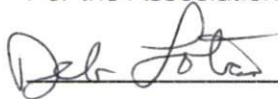
For the School District:



James Schwarz, Superintendent

Date: 12-19-22

For the Association



Deb Lotan, Executive Director

Date: 12/14/2022

LETTER OF UNDERSTAND
Between
AVONDALE SCHOOL DISTRICT
And
AVONDALE PARA EDUCATORS ASSOCIATION

The Avondale School District and the Avondale Paraeducators Association agree to enhancing the salary schedule of the 2021-2024 Collective Bargaining Agreement to better attract and retain quality paraeducators to harder to fill positions and to give current paraeducators the ability to earn additional money by transferring to said positions if they so wish. It is expressly understood that this a permanent on schedule hourly increase and changes will be made to the Collective Bargaining Agreement to reflect this.

Effective October 24th, 2022, all paraeducators currently employed and newly hired paraeducators serving students with medical needs such as toileting, catheterization, and other approved qualifying medical needs as well as the paraeducators serving in **ASD, EI, MOCI, CI, ECSEC (Categorical Classrooms) and Skill will receive a Critical Need Base Rate of \$2.00 above their current base rate. This increase is in place of the additional \$1.00 qualifying paraeducators are currently receiving for serving students with medical needs such as toileting, catheterization, and other approved qualifying medical needs.**

All current paraeducators serving in a position outside of students requiring medical needs such as toileting, catheterization, and other approved qualifying needs as well as as the paraeducators in ASD, EI, MOCI, CI, and ECSEC (Categorical Classrooms) and Skill **are eligible to apply for any open positions through the Oakland Schools Consortium to qualify for the Critical Need Base Hourly Rate of \$2.00**

Our current qualifying positions are the following at the present time (October 24, 2022):

- 2 at Woodland in ASD
- 1 at AHS in ASD
- 2 at Deerfield in MOCI
- 2 at AMS in CI



For the Association



For the District

12/14/22

Date

12-19-22

Date