



MASTER AGREEMENT

August 4, 2026-August 2029

AVONDALE SCHOOL DISTRICT

AND

AVONDALE EDUCATION ASSOCIATION, MEA/NEA

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ARTICLE 1 - PREAMBLE

Section 1.1

This Collective Bargaining Agreement entered into August 4, 2026 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 TK through twelfth (12th), including ECSE and ATPS special education teachers, guidance counselors, 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, Executive Director for Human Resources, Executive Director 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 upon initial offer and acceptance to sign an individual contract of employment as required by the General School Code of Michigan. Following initial offer and acceptance, the collective bargaining agreement and annual teaching assignment form will preside.

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 Human Resource Office on or before the 10th calendar day after issuance.

Section 3.2

Teachers will sign and deliver to the Association a Dues Authorization form, authorizing deduction of membership dues of the Association (including National Education Association and the Michigan Education Association) in twenty-one (21) equal amounts September through June. The Association will notify the District on or before September 15th of each school year of the total amount of dues to be deducted for that particular year from each association member that chooses payroll deduction of dues. If the amount of dues changes after September 15, the Association will notify the District at least twenty (20) days before the first deduction of the new amount. The form to elect payroll deduction is in Appendix G.

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, the Association and parent/guardian will take place to discuss each situation to reach a mutual resolution within twenty-four (24) hours. The student(s) will not be returned to the classroom until a mutual resolution has been reached between the teacher, administration and parent/guardians. 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 consistent with state and federal law. A student may be removed from the classroom until a meeting can be scheduled to identify mutually agreed upon additional supports. In cases where a student is removed from the classroom, the student will return upon the completion of a meeting between the teacher, administration, and parent/guardian.

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 and emailed to the teacher's district provided email address. This section does not apply to investigations conducted pursuant to the District's Title IX policy.

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 4.5.

Section 4.8

While the District will furnish legal counsel for a teacher as provided in Section 4.5, 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 rights 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. Human Resources will send out an email within the first two weeks of each school year to solicit interest in providing Homebound Services. Interested staff will be awarded assignments based on student needs. Staff will be assigned on a rotating basis and based on their certifications. The Homebound teacher and the additional ASD employee will place their service time in the district time and attendance system for financial compensation.

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), ELC rooms 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).

The Employer shall provide advance notice to affected staff and families prior to the installation of any new video surveillance cameras in District facilities or on District property.

In the event that video footage is requested for review involving any member of the Association, the Employer shall notify the Association President of such review.

Access to and review of video footage shall be limited to authorized individuals. This may include District administration, designated security personnel, law enforcement officials as required and any staff member directly impacted by the incident depicted, if and when applicable.

The District shall notify the Association of any request made under the Freedom of Information Act (FOIA) or applicable public records law seeking disclosure of video footage.

Video footage shall not be used for employee evaluation purposes.

All collection, access, use, storage, and disclosure of video footage shall comply with the Family Educational Rights and Privacy Act (FERPA) and any other applicable federal, state or local laws governing privacy and student records.

Section 5.2

Every teacher will, during regular business hours, be permitted to review the teacher's personnel file, pursuant to state law, with an appointment or 24 hours advance notice. Every teacher has the right to have an Association Representative present while reviewing his/her files.

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

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

Section 5.3

The parties agree that discipline as used in this Agreement shall be used to correct an employee's behavior and will not violate their rights to due process which shall include but not be limited to; a fair and objective investigation, evidence provided of claim, Association representation, equal treatment, and progressive in nature.

The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed.

A teacher will at all times be entitled to have present a representative of the Association when he/she is being discipline d 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, third 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, third paragraph.
- D. **Progressive Discipline:** A program of progressive discipline shall be followed however, the disciplinary action may commence at a higher step, appropriate to the behavior which precipitated such action. The following progression of discipline for each unrelated incident shall be followed prior to the imposition of any other economic discipline on any employee of the bargaining unit.:
 - 1. Oral reprimand- may be memorialized in writing
 - 2. Written reprimand (s)
 - 3. Suspension
 - 4. Discharge

Any discipline resulting in a suspension shall remain in one's personnel file. Any discipline resulting in less than a suspension and with no repeated offenses can be petitioned to the Superintendent or designee for removal after a three (3) year period. Any discipline that results in a minimum of written reprimand may include a plan of assistance.

- 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.
- F. Should there be a disagreement during the disciplinary process that occurred at the building level, the Human Resources designee will be brought in to mediate.
- G. Discipline conferred in writing may also be reflected in the employee's evaluation when it pertains to an area in the evaluation in the year in which it occurs.
- H. In cases of safety for staff members, they may be put on a paid administrative leave of absence while the investigation occurs. The leave will be determined by the outcome of the investigation and in consultation with the Superintendent and/or their designee, and the Association.

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.

Section 5.8

Building Administration and AEA leadership will meet to determine which tool and timeline will be utilized for each staff member of said building.

There will be two (2) tools used for the purpose of evaluations of staff under this agreement and will be as follows:

- a. 5D with any modifications as detailed in this Article for instructional staff
- b. Standards of Success for ancillary staff.

All newly hired teachers will be introduced to the 5D teacher evaluation tool, building leaders will then provide professional learning pertaining to the evaluation tool used for their year end performance evaluation, along with inclusion within the Impact program.

Teachers shall only be evaluated by Administrators who have completed a 'rater reliability' training every three (3) years. The training shall include no less than the following:

- a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance.
 - b. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.
 - c. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.
 - d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.
 - e. Ongoing support for evaluators, including feedback from administrators and Association designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.
- A. Beginning with the 2024-25 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:
- 1. specific performance goals to improve their effectiveness in the upcoming school year.
 - 2. an evaluation of the teacher's job performance with timely and constructive feedback.
 - 3. clear approaches to measuring student growth with relevant data on student growth.
 - 4. multiple rating categories that take into account student growth and assessment data that have been negotiated with the Association.
 - 5. the use of student growth and assessment data as 20% of the year-end evaluation determination.
 - a. The District and Association will meet prior to each school year for the purpose of reviewing and mutually agree upon student growth assessments and performance rating scales.
 - b. All non-relevant student data to be eliminated due to excessive absences, partial year transfers, or other extenuating circumstances will be mutually agreed upon by the building administrator and teacher.

6. PIVOT and Standards for Success forms will be used for their respective final evaluation documentations.

SECTION 5.9

Classroom observations that are intended to assist in the year-end performance evaluation for a teacher are as follows:

- A. Teachers will be notified no later than the second (2nd) week of school who their evaluator will be with three (3) areas of focus:
 - A district wide Dimension
 - A school Dimension which is agreed upon in collaboration with building Administration and staff
 - A third (3rd) Dimension agreed upon in collaboration with the building Administration and individual.
- B. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plans for the day of the observation which will include the state curriculum standard being used in the lesson.
- C. The observation must include a review of the pupil engagement in the lesson that is observed.
- D. All observations used in the year end performance evaluation shall be no less than twenty (20) minutes in length.
- E. There will be two (2) unannounced observations – lesson plans for unannounced observations will be uploaded in their respective evaluation tool within forty-eight (48) hours.
 1. Teachers may request an unannounced observation be deferred once a school year for extenuating circumstances.
 2. Teachers may request an announced observation within 30 days of their most recent unannounced observation.
 3. There will be a minimum of thirty (30) days between unannounced observations.
 4. Administration will not conduct an observation on the day before or after an extended school break.
- F. A teacher may request an additional announced observation. Said request may be within thirty (30) days of the last observation.
- G. Feedback on both B. and C. will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher.
 1. The post-observation meeting will be scheduled within one week on a date that is mutually agreed upon.
 2. Written feedback will be provided in the respective tool within thirty (30) calendar days.
 3. Deadlines may be extended by written notice.

Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of 'effective', 'developing', or 'needing support'. End of the year evaluations must be completed by May 1st. In the event an evaluation is not completed by May 1st a rating of 'effective' will be entered for the individual. A teacher who works less than sixty (60) days in any school year will receive the previous year's rating if evaluated by ASD. Teachers that work less than sixty (60) days and not evaluated the previous year in ASD will receive an 'unevaluated' rating.

If a tenured teacher has been rated 'highly effective' or 'effective' for three (3) consecutive year-end evaluations, they shall be evaluated every second (2nd) year. If the subsequent year-end rating is not 'effective' on an evaluation following the third (3rd) year, the teacher shall be evaluated annually until receiving an 'effective' rating for an additional three (3) consecutive years.

In addition to the above procedures, teachers who are evaluated with an IDP (received a 'minimally effective', 'ineffective' rating, prior to July 1, 2024, or 'needing support', or 'developing' rating thereafter, and/or 1st year teachers) shall be provided the following:

- a. Specific performance goals (contained in PIVOT's growth plan and the goals in Standards for Success) that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
- b. training to be provided by the district to assist the teacher in meeting the goals of the IDP.
- c. a mid-year progress meeting, supported with at least one (1) classroom observation conducted and completed in accordance with the agreed upon timelines in the respective tool, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
- d. A Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.

Teachers will have the right to submit a rebuttal to their year-end performance evaluation to be included in their personnel file and uploaded in their year-end performance evaluation.

Should a teacher feel any part of this Article or the tool being used be violated they will have the right to the grievance procedure outlined in Article 25, up to and including binding arbitration.

A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

- a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
- b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
 - i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
 - ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article 25.

ARTICLE 6 - TEACHING CREDENTIALS

Section 6.1

Both the District and the Association agree on the importance of having a properly certificated or permitted per the Michigan Department of Education 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

Teachers will be required to be appropriately placed as determined by MDE in their area of teaching in compliance with State and Federal Regulations.

If a teacher cannot be appropriately placed within the district he/she will be placed on an unpaid leave of absence.

Section 6.3

A teacher whose certification has expired at the beginning of the school year will be compensated at the BA Step 2 rate of pay as Step 1 was eliminated. If the certificate is not renewed by November 1st the District maintains the right to terminate the employee. The employee will return to the appropriate placement on the salary schedule when the certificate is renewed. Retroactive payment will not be issued for the time between the beginning of the school year and the time of renewal. It is the employee's responsibility to maintain a current, valid credential.

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 paperwork 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 credits after receiving the Bachelor's Degree, or fifteen (15) or thirty (30) graduate credits 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 consists of an official transcript and district paperwork. These documents must be presented by October 15th for consideration of 100% salary readjustment or February 15th for consideration of 50% salary readjustment.

Compensation will begin and will be prorated according to the current salary schedule from the first pay period 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 15th for consideration of 50% salary readjustment. Compensation will begin and will be prorated according to the current salary schedule from the first pay period 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

Graduate Credits earned through Professional Development Courses

To recognize and honor members who participate in university-sponsored programs that award American College of Education graduate credit through Professional Development modules, such as programs offered through Idaho State University and Lake Superior State University, the following conditions shall apply for purposes of salary lane advancement and graduate credit eligibility. To qualify for salary lane advancement, professional development module conversion to credits must meet the following requirements:

1. Accredited Institution Requirement

A minimum of eighty percent (80%) of the graduate credits applied toward a lane change must be earned through a nationally accredited college or university and the courses for credit must be preapproved by Human Resources if the courses are not in a graduate degree program related to public education. College courses which are registered and/or started prior to August 4, 2026, will follow the language in the AEA contract from 2024-2026.

2. District-Funded Coursework Exclusion

Graduate credits funded, reimbursed, or otherwise paid for by Avondale School District shall not be eligible for use toward salary lane advancement.

3. Professional Development Credit Conversion

The District may accept approved Professional Development (PD) hours converted into graduate credits, provided the credits appear on an official college or university transcript. Professional Development Courses earned prior to August 4, 2026, are not eligible for consideration.

4. Maximum Allowable Converted Credits

- Up to three (3) graduate credits derived from Professional Development may be applied toward placement on the MA + 15 salary lane.
- Up to six (6) graduate credits derived from Professional Development may be applied toward placement on the MA + 30 salary lane.

5. Pre-Approval Requirement

Any Professional Development intended for conversion into graduate credit for lane advancement consideration must receive prior approval from the Human Resources Department no fewer than thirty (30) calendar days before the commencement of the Professional Development activity. All pre-approved professional development courses converted into credits cannot be reversed should parameters change.

6. Grandfathered

Current staff who have been awarded lane advancement prior to this agreement will be grandfathered.

*** This policy will be altered to comply with legislation.

Section 7.3

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 relevant 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

AEA leadership and a representative for the District will meet by May 31st annually to determine what/if any positions will be on the ASD critical shortage list. Upon request by either party with a thirty (30) day notice, the parties will meet to determine any modifications to the ASD critical shortage list for the current school year. The parties will determine the appropriate placement on the wage scale of new hires for critical shortage positions based on relevant job experience and current salary, not to exceed the current AEA wage scale. The parties agree that in certain circumstances, that are agreed upon by both parties, the District and Association may grant up to one half (1/2) additional step on the salary schedule.

*The parties have met and determined SLP's, Special Education teachers, and Social Workers are to be on the ASD critical shortage list.

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.

Section 8.4

If ASD chooses to hire a retired teacher, the following provisions will apply:

- A. All newly hired retired teachers will be placed on the salary schedule that matches closest to their previous salary without exceeding the AEA salary schedule.
- B. All newly hired retired teachers shall not be eligible for any district provided medical, dental, vision, life, medical opt out stipend or disability insurance if they are eligible for these benefits through MPSERS.
- C. All newly hired retired teachers are not eligible for longevity and/or severance benefits.
- D. All newly hired retired teachers shall be placed on the seniority list based on their new date of hire.

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.

1. For the duration of this agreement, should the fund balance drop below 12.5% the Association and the District will meet to determine how to restore the fund balance to 12.5%.
Upon issuance of the annual ending unrestricted fund balance report in June, a Fund Balance Committee shall be convened within ten (10) working days if the unrestricted fund balance falls below twelve- and one-half percent (12.5%).

The Committee shall consist of:

- The Superintendent
- The Assistant Superintendent of Finance/Business Services
- The Assistant Superintendent of Human Resources; and
- No fewer than three (3) members appointed by the Association, and one (1) of whom shall be the AEA President.

The Committee shall meet collaboratively to review the financial status of the district and develop a written restoration and stabilization plan. Such plan shall be completed and implemented within thirty (30) calendar days of the Committee's initial meeting.

The restoration and stabilization plan shall include:

1. Specific actions and timelines designed to restore the unrestricted fund balance to at least twelve and one half percent(12.5%);
 2. Identification of any operational, staffing, budgeting, or expenditure adjustments necessary to achieve restoration.
 3. Procedures and expectations to be followed once the unrestricted fund balance has been restored to or exceeds twelve- and one-half percent (12.5%); and
 4. Ongoing monitoring and reporting mechanisms to ensure transparency and accountability regarding fund balance status.
2. 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 that is equal to the FTE (full-time equivalent) of time worked. 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, one (1) advisory, and one (1) preparation 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.

Part Time teacher's salary is computed in the following way:

- The total number of minutes a teacher is required to be in the building will be divided by the maximum number of minutes required in the building. The resulting fraction will reflect the total FTE for that employee. For purposes of proration, the FTE will be used.

Example #1- Using 7 hours and 20 minutes total maximum required minutes = 440 minutes

FTE	Total Minutes in Building	Minutes Required in Building
0.2	88 minutes	440 minutes
0.3	132 minutes	440 minutes
0.4	176 minutes	440 minutes
0.5	220 minutes	440 minutes
0.6	264 minutes	440 minutes
0.7	308 minutes	440 minutes
0.8	352 minutes	440 minutes
0.9	396 minutes	440 minutes

For the duration of this contract, the maximum time requirement for each building is reflected in the table below:

Location	Maximum time requirement	Corresponding maximum number of minutes
Elementary	7 hours 27 minutes	447 minutes
GATE Magnet School	7 hours 27 minutes	447 minutes
Avondale Middle School	7 hours 20 minutes	440 minutes
Avondale High School	7 hours 20 minutes	440 minutes
ATPS program	7 hours 20 minutes	440 minutes
Districtwide staff without a primary building assignment	7 hours 20 minutes	440 minutes

If a teacher teaches in multiple buildings , FTE will be calculated on the building where the teacher is for the majority of the workday. Daily and hourly rates will be calculated using the maximum number of required minutes and the teachers contract amount (i.e. daily rate = contract amount/ number of work days. Hourly rate = daily rate/ maximum required amount of time).

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.

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 any portion of the school year will be granted step movement according to the current collective bargaining agreement-regardless of whether the teacher works full time or less than full time.

Section 9.7

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.

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: Boys (when MHSSA sport) and Girls Volleyball
 - a. Varsity Head 10%
 - b. * Varsity Assistant Coach 8%
 - c. Jr. Varsity 8%
 - d. Grade 9 7%
 - e. Grade 8 5%
 - f. Grade 7 5%
- D. Coaches: Baseball/Softball
 - a. Varsity Head 10%
 - b. * Varsity Assistant Coach 8%
 - c. Jr Varsity Head 8%

- d. 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: Boys and Girls Tennis
 - a. Varsity Head 7%
 - b. Junior Varsity 4%
- L. Coaches: Cheerleading (per season)
 - a. Senior High (9-12)
 - i. *Head 10%
 - ii. Varsity Asst. 6%
 - iii. *JV 7%
 - b. **MS (7-8) 6%

***Not the same person**

****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. Head 5%
 - b. Assistant 5%
- S. MS Sideline Cheer:
 - a. 7th grade 6% per season
 - b. 8th grade 6% per season
- T. MS Coach Competitive Cheer:
 - a. 7th grade 6% per season
 - b. 8th grade 6% per season
- U. Coach Basketball League Manager
 - a. 5th grade 5%
- V. Unified Basketball Coach
 - a. Head 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 Learning: PLC Leads will be provided additional Professional Learning to grow their leadership and facilitations skills in addition to other District provided Professional Learning.
- 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:
 - i. PLC Leads will report to the Building Principal.
 - ii. PLC Leads will report to Assistant Superintendent of Instruction and/or Assistant Superintendent of Student Services
 - iii. 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 5th 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 9th 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 leadership opportunities for upper class student mentors, address parent concerns, coordinate 9th 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	\$20.00 Minimum*	Hourly
Homebound	\$40.50	Hourly
Extra-Curricular	\$20	Hourly
Substitute on prep and missing prep	\$40	For 60 minutes or less
	\$55	For 61-120 minutes
Homebound Support	\$20	Hourly

***Summer School** – The Summer School Rate will be negotiated with the AEA annually based on current funding prior to summer school job postings.

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 ensure 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.

Athletic coaches will be paid at the mid and end of the athletic season, totaling two payments. All other positions will be paid out on the last paycheck in June of that school year.

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

Teachers shall not transport students without prior approval, per Board policy. Teachers who are requested to transport and /or voluntarily transport students for approved school sponsored activities need to request the Student Transportation Form from the Superintendent's office and obtain approval from the Superintendent. The form is to be submitted with a copy of the employee's drivers license, current registration for automobile and current automobile insurance.

ARTICLE 12 - TEACHING HOURS

For purposes of clarity the following definitions shall apply throughout this collective bargaining agreement:

Instructional period- teacher(s) instruct students, have a caseload assigned and a preparation period is required.

Non-Instructional period- period(s) that require a minimum or no preparation for monitoring and/or supervision of students. Those periods include but are not limited to, 21F and Academic Center classes.

Preparation period- a designated time during the contractual day that teachers who have instructional periods are not assigned a student caseload and/or specific duty.

Duty period- Co-teaching curriculum design, behavioral intervention, curriculum coaching, or other approved program that requires data collection and progress monitoring.

Advisory period- A period in which teachers take attendance and execute a provided curriculum which has been provided within two(2) days of assignment. There is not preparation required on the part of the teacher assigned to such a period.

Duty free lunch- A time in the day set forth by current contract language where a teacher has no obligation for instruction, preparation, meetings, or student contact.

Section 12.1 Elementary

A full day of elementary and GATE 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 Learning will be excluded from the time requirement above.

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.

Section 12.2 Secondary

A full day of secondary student instruction shall be six (6) hours and twenty-three (23) minutes for the middle school and GATE middle school instruction. 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 a maximum of the following: five (5) instructional, noninstructional and/or duty periods, one advisory period and passing time.

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. At the high school (9-12) and ATPS, each full-time teacher's daily assignment will be a maximum of six (6) instructional, non-instructional and/or duty periods.

All secondary teachers, inclusive of GATE and ATPS, will have one (1) preparation period. Each high school and middle school teacher will have one (1) preparation 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.

If a middle school teacher agrees to teach a 6th period of classroom instruction (No preparation time), the teacher will be paid an additional one thousand seven hundred fifty dollars (\$1,750) per semester per class or eight hundred seventy-five (\$875) if a quarter long class.

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

All secondary teachers inclusive of GATE who teach three (3) or more courses in one (1) instructional period will be paid an additional five hundred dollars (\$500) per semester. This amount is inclusive in the event of multiple occurrences in a semester.

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.

Duty periods will be posted internally and will involve an interview process in cases there is more than one (1) applicant for the position. Postings will clearly define duties and responsibilities of duty period to be filled.

Section 12.3 GATE

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. For those GATE teachers with a split elementary/middle school teaching assignment, at minimum a thirty (30) minute duty free lunch and a preparation period will be provided within their elementary and middle school contracted work schedule.

Section 12.4

A half day in the fall semester will be utilized for Parent-Teacher conferences. A PLC half day in the spring semester will be utilized as a records day. These days will be identified by the Calendar Committee each year.

For traveling teachers, records time will be provided proportionate to the 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.

Grades must be recorded in accordance with check out procedures agreed upon between the AEA representatives and building administrators by the end of the final contractual records day each

semester. The AEA President shall serve as the AEA representative in the case a building site does not have a representative.

Any required meeting scheduled outside of the contractual workday (IEP, MTTs, TAT) will be paid at curriculum rate.

Teachers will report to their building for 20 minutes of non-instructional time. The principal will assign TK-12 teachers to daily arrival and/or dismissal supervision duties as necessary to support student safety and building operations, not to exceed twenty (20) minutes daily. Prior to making annual assignments, the Principal shall seek preferences for available supervision shifts.

Assignments shall be distributed in an equitable manner among bargaining unit members within the building, taking into consideration staff interest, schedules, and operational needs. Staff will report to their duty location at their assigned shift start time.

A teacher may exchange an assigned arrival or dismissal supervision duty with another qualified bargaining unit member when necessary, provided that administrative notification is given in advance of the change. Such exchanges shall not be unreasonably denied so long as supervision responsibilities are fully covered.

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 or August. The building principal will provide 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.

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. Notice of special education staff meetings will be provided at least five (5) days prior to the meeting with an agenda provided one (1) day prior to the meeting.

When an employee is absent on any contracted calendar Professional Learning 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, or bonus day may not be used. Beginning with the 2022-2023 school year, incentive days may be used for Professional Learning days that backup to breaks in the calendar.

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

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 workdays not scheduled in the school calendar (Appendix B).

In cases when the Counselors and/or special education staff are required to work extra day(s), such as before the beginning of the school year they will be paid their daily rate. 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.

Section 12.6

Elementary (Specialists, K through 5 and special education) teachers will be provided with 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 with 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.

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

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

Section 12.13

1. A building principal may convene a building committee for the purpose of restructuring. The building committee may submit recommendations for restructuring 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 1st of the preceding school year. At the request of either party made before February 1st, 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 15th. 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 12.14

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 with thirty (30) days' notice for non-contractual building events that occur outside the duty day to the extent possible.

Section 12.15

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

Section 12.16

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.

Section 12.17

Site Based Decision (SBD) is the process by which the teachers at the work site jointly make decisions affecting their working conditions.

Decisions made by SBD Committee will not violate the Agreement. Decisions made by the SBD Committee will be approved by the Association and District prior to implementation of the decisions. SBD Committee is an ad hoc committee.

The AEA Building Representative or the Principal may request the formation of the ad hoc committee for a specific purpose. The purpose will be made known to the Association President and the Superintendent or designee. If the Association and the Superintendent or designee agree the purpose is appropriate for SBD, the committee will be formed. If the Association or Superintendent or designee does not agree the purpose is appropriate for SBD, no committee will be formed.

When the SBD Committee has completed its project, the committee will be disbanded.

Participation in a SBD Committee is voluntary and will not be a part of a teacher's evaluation, personnel file, or otherwise be used to discipline or reward the teacher.

Decisions of SBD Committee must be approved by 70% of the teachers that will be affected by the decision.

All decisions of the committee will be for a specific duration not to exceed two (2) school years or a portion thereof. The committee will have the option to consult with their respective groups and extend the decision up to two additional years without having to go through the SBD process again.

Extensions beyond two school years must be approved by the Association, the Superintendent or designee, and seventy percent (70%) of the teachers affected by the extension.

The SBD Committee will be composed of only employees of the Board. Committee decisions will be by consensus. The chairperson of the committee will be selected by the committee. SBD Committee decisions that require a deviation from the Agreement will be permitted only after a properly executed Letter of Agreement between the Association and District. The SBD Committee is free to address any topic affecting school programs or working conditions, but will not address salaries, benefits, or teacher performance. The following are pre-approved for the SBD process:

1. Designated and continuous meetings that will occur during preparation periods will be proposed by each individual building and follow the SBD process. Such decisions will be finalized by the last day of school of the preceding school year.
2. Changes to scheduled recess times outside of the parameters set forth in this article by an individual building will be determined by the SBD process.

Section 12.18

The Association and Building Administration will work collaboratively to determine expectations and schedule Curriculum Night within the first four (4) weeks of school and so that conflicts do not exist between the buildings. Elementary, Middle School, High School, and GATE will each have flexibility to offer Curriculum Night to best fit their needs. Teachers will make available a digital copy of their program for families. Other alternatives Curriculum Night expectations must be approved by the Superintendent.

A maximum of two (2) hours will be required for all teachers to attend/participate in Curriculum Night activities outside of contractual school hours.

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.

The District will provide whenever possible, practical and within budget constraints the following items:

- A. Teacher desk and chair
- B. Planning area
- C. Computer
- D. Appropriate seating for students
- E. Telephone
- F. A lockable storage area
- G. Access to printer/copier
- H. Necessary instructional technology including but not limited to digital displays.

Should a teacher have basic office needs, they will communicate those needs to the building administrator to resolve the issue through district protocols. To help ensure that each teacher has basic classroom needs, staff will not remove furniture from another classroom without permission from the building administrator.

A copy of the facilities calendar will be made available upon request for those wanting to know when groups/organizations are utilizing the building and what space during non-academic times.

Section 13.3

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 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 13.4

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 13.5

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 13.6

No secondary teacher will have more than three (3) preparations per semester unless the teacher requests or agrees in writing prior to assignments being handed out in June.

Section 13.7

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 13.8

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 with an opportunity to make a written or oral presentation to the Grade Review Panel.
- E. The teacher involved 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 file 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 13.9

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

Section 13.10

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 13.11

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. The Calendar Committee will determine the designated conference week and it will be included in the publishing of the upcoming school year calendar, this will include evening conferences scheduled for each level.
 - 1. Conferences may be conducted in person or virtually. Any virtual conference scheduled outside of the school day may be held at a location approved by the building administrator. There will be a designated night that the building will be open for conferences in person and in-person conferences **could** be held within the designated time.
 - 2. Tk-8 teachers will conference with parents for seven (7) hours in the fall and three and one half (3.5) hours in the spring outside of contractual school hours.
 - a. Beginning with the 2027-2028 school year, the Calendar Committee will schedule one half day (3.5 hours) in the first semester for Parent Teacher Conferences. This conference block is inclusive of the seven (7) hours of fall conference time, will be scheduled in person during the school day and be reflected on the district calendar (see section 12.15).

Effective with the 2026-2027 school year, High School fall conferences shall be scheduled for four (4) hours in the fall semester. Additionally, the High School staff will be required to work one (1) designated extracurricular event, not to exceed three (3) hours, scheduled throughout the school year. High School Administration will share the list of extracurricular event options for staff

to sign up pursuant to this section of the contract.

- B. Elementary Spring Conferences will take place based primarily on student academic and or behavioral necessity. A common letter will be sent home by the teacher no later than two and a half (2.5) weeks prior, notifying parents/guardians of the need to attend.
- C. Secondary Spring Conferences will take place based primarily on student academic and/or behavioral necessity. A common letter will be sent home by the teacher no later than two and a half (2.5) weeks prior notifying parents/guardians of the need to attend. After a designated time set forth in 13.13 conferences will be open to all other parents.
- D. 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.

Any time over the maximum must be approved by the Building Administrator and will be paid at the substitute rate.

Section 13.12

Special needs students are placed in general education classrooms as per state law and/or state/federal special education regulations. Within the 1st month of school, the receiving teacher of a special needs student will be provided information by the Superintendent or designee, as to the student's special needs, how to meet the special needs, and what support services will be provided the student and teacher as per the decisions arrived at in the IEPT (Team). This communication will take place directly with the teacher or by paper or email with the teacher. If the teacher, building principal, and/or Superintendent or designee believes that Professional Learning would be useful for the classroom teacher, a meeting of the above-named parties will take place to decide the nature of needed Professional Learning, and the date when the Professional Learning 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 13.13

The semester assessments schedule will not add additional partial days for assessments to the calendar (i.e., three (3) partial days per semester for final assessments 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 13.14

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 13.15

The Teacher-in-Charge, when all building administrators are not on school property, may dispense student medication according to Board policy. The Board will indemnify and hold harmless from any liability teachers witnessing the dispensation of medication to students unless it was found to be the result of gross negligence.

Section 13.16

In order to provide supervision for students when buses 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 13.17

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

Section 13.18

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 13.19

The Board will provide clean, well-maintained classrooms.

ARTICLE 14 - CLASS SIZE

Section 14.1

The District will work to create balanced class sizes/teams within grade level and/or subject matter within the same building. In case(s) of five (5) or more student imbalance, the AEA building leadership will work with the building administration to determine solutions and bring classes into more balance. If no solution is reached, the AEA president and Central Office administration will meet for the same purpose.

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. Any section reaching a 2-3 student overage will trigger a meeting with the AEA leadership and building administration to work on options to reduce the overages for the next school year.

1. Transitional Kindergarten (TK): 19 students (with a maximum overage of 2 students)
2. Kindergarten – 1st grade: 25 students (with maximum overage of 3 students)
3. 2nd – 3rd grade: 26 students (with maximum overage of 3 students)
4. 4th – 5th grade: 28 students (with a maximum overage of 3 students)
5. 6th grade: 30 students (with a maximum overage of 3 students)
6. 7th – 8th grade: 32 students (with a maximum overage of 3 students)
7. 9th – 12th : 33 students (with a maximum overage of 3 students)

Special Class Size Limits

Middle School Intervention and Middle School Academic Center – 13 per class maximum

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

Extensive Science Lab

Chemistry	28
Physics	28
Biology	28
Anatomy & Physiology	28
Genetics	28
Forensics 2	8
Physics Essentials	28
Chemistry Essentials	28
Other science courses	28

Music

The District will work with Vocal, Instrumental, and Drama reps to ensure that class sizes do not exceed state of Michigan occupancy requirements/standards.

Vocal Music

Instrumental Music

Drama

- 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 8th Grade), industrial arts, and computer usage classes, the fixed available pupil workstations 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 same number as the individual grade levels. For those classes at GATE and elementary with overage, specials teachers will receive \$37.50 per class per semester.
- 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 or Intermediate School District maximum number of pupils as determined by governmental rules and guidelines and will follow all State/Federal rules and regulations. It is understood that the District may follow ISD special education plans in part, and is grounded in best practices maintaining as close to the state caseload(s), with the ISD plan in part or full being the threshold.
 - b. Students' needs, both academic and behavioral, will be considered when determining special education caseload and student placement.
 - c. 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.
- H. 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.
 - a. 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 teacher's class size.
 - b. 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.

- c. 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. Class composition in this case will be those students with an IEP, 504, BIP, and/or ELL support as part of their educational plan. 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.
- d. 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.
- e. 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.
- f. 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. In the event that class composition, including but not limited to the number of students requiring specialized services, behavioral supports, academic interventions, or mandated accommodations and/or compromises student services or employee working conditions, the employee may request a Class Composition Review Meeting.

Such meeting shall be convened within five (5) working days of the request and shall include the employee, appropriate administrator(s), and, when appropriate, relevant support personnel. The purpose of the meeting shall be to review the concerns, examine the impact on the learning environment and working conditions, and identify reasonable supports, adjustments, staffing or other interventions necessary to ensure compliance of appropriate working conditions.

The District shall provide a written response outlining any agreed upon actions or rationale within five (5) working days following the meeting.

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: \$150 per quarter (if a quarter-only class) or \$300 per semester or portion thereof per each period for teachers grades 6-12.

- B. Two (2) students over: \$243.75 per quarter (if a quarter-only class) or \$487.50 per semester 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 \$356.25 per quarter (if a quarter-only class) or \$712.50 per semester or portion thereof per each period for teachers grades 6-12.
- D. One (1) student over: \$450 per semester or portion thereof for teachers grades TK-5.
- E. Two (2) students over: \$637.50 per semester or portion thereof for teachers grades TK-5.
- F. In special circumstances, three (3) students over may be allowed with a stipend of \$862.50 per semester or portion thereof for teachers' grades K-5.
- G. As noted in D above- GATE and elementary specials teachers will receive \$37.50 per semester for each class on their caseload with an overage.

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 be replaced by the following ratio for the duration of this Agreement: Three (3) counselors at the High School; two (2) counselors at the Middle School and one (1) counselor at GATE Magnet School.

School Social Workers may provide short-term support and intervention services to general education students experiencing non-recurring emergency situations that significantly impact the student's immediate educational access, emotional stability, health, safety, or school functioning. Such services shall be limited to crisis response, stabilization, short-term consultation, referral coordination, and temporary support necessary to address the immediate concern.

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 members(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 3rd party created. Any unforeseen virtual education issue that arises and not covered under the CBA will be negotiated between the AEA and District.

ARTICLE 15 - PROFESSIONAL LEARNING

Section 15.1

To maintain and improve teaching performance, the District and the Association realize the value of Professional Learning. Professional Learning 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 Learning schedule and content for the school year. They may involve additional professional staff as is necessary to facilitate the planning of these Professional Learning sessions, as permitted within the limitations of instructional day/hour requirements to qualify for the full per pupil foundation allowance. Professional Learning workshop-content requires approval by a majority of the members of the committee.

The AEA Representative and Building Administrator shall meet to resolve any building level Professional Learning and/or staff meeting issues that may arise.

Section 15.3

Unless permission is granted by the Superintendent or designee to be excused from the planned Professional Learning, 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 Professional Learning rate of pay.

Section 15.4

Upon prior administrative approval, District/Building Professional Learning 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 Learning 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 15.5

All AEA members agree to meet state mandated hours for Professional Learning and enter it into the Professional Learning recording system used by the district.

Section 15.6

For the duration of this agreement, there will be three (3) additional Professional Learning days that will be required for new teachers prior to the beginning of school in addition to the remaining District provided Professional Learning. Those attending Professional Learning will be compensated at their daily rate of pay. The District and Association will work collaboratively in planning new teacher orientation.

The parties will collaborate in their bi-weekly meetings, prior to the preceding school year, a framework for the additional workday to be based on District and building needs, which will be scheduled prior to the beginning of the following school year.

All teachers will be paid their current year's daily rate for any additional District scheduled Professional Learning days attended prior to the school year which are in addition to the two (2) scheduled.

Section 15.7

One prep period may be used weekly for each teacher to attend district team/whole content area meetings. In cases where a building administrator needs to add Professional Learning time during the teachers' prep time, the administrator will meet with building representatives to develop a flexible schedule with the affected staff and will not exceed three (3) preps per semester.

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

In the event of the absence of these specialist teachers, the District agrees to provide substitute teachers.

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. MTSS scheduling will include nine (9) minutes transitions between specials. A sixty (60) minute planning block will not be required.
- C. Elementary teachers will have a common planning period by grade level daily. 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].
- E. Specialist teachers will be provided a block of time to plan together that is the equivalent of one (1) day per quarter.

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, and 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, and 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

To equalize planning and conference time for teachers and learning experiences for pupils, class schedules will be alternated on students half days whenever possible. A teacher who is assigned to secondary and elementary will be assigned to the appropriate building during the alternate 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 to different starting times will be made if necessary.

Section 16.6

Beginning in August 2013, Future replacements for Elementary art, music, and physical education-teachers shall possess an endorsement in art, music, or Physical Education Teachers currently assigned to teach art, music, and physical education-are grandfathered in the position they currently teach as long as they meet appropriate placement requirements as stipulated by MDE.

ARTICLE 17 - Mentor Teacher Guidelines

Section 17.1

The Mentor Teacher who accepts a student teacher must be a tenured teacher recommended by his/her building principal. and must be rated as 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 Mentor Teacher.

Section 17.3

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

Section 17.4

Mentor 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 mandatory substitution list which will include all staff with a defined prep (excluding categorical teachers), will be used on a 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.
4. If all teachers in the substitution rotation have subbed once in the same school week, the rotation will be moved to the process outlined in Section 18.5.
5. Elementary teachers who lose a prep due to cancelled specials will be paid the substitution rate (Section 10.4)
6. The rotation list will be shared with everyone that is on the list.

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 teacher who is serving as a substitute to place the information in the time and attendance system to ensure that accurate compensation will be paid. The teacher shall include in the time and attendance system the teacher for whom they substituted. Submission should be made within ten (10) days of the event so that compensation can be made in a timely manner.

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 a situation when:

- A teacher becomes ill during the school day;
- A teacher is called home for a domestic emergency;
- A teacher arrives late or calls in absent too late for a substitute to arrive on time; or
- An absence is reported after midnight prior to the scheduled report time to work.

After the voluntary and mandatory rotation has been used as outlined in section 18.1, an emergency rotation of Counselors, Social Workers, Speech and Language Pathologists, Teacher Consultants and Instructional Coaches will be utilized to substitute if their caseload requirements have been met for one class period (up to one hour) per day, no more than once per week. This rotation will be shared with all AEA members. Once Section 18.5 is utilized, the rotation will go back to Section 18.1. In cases where a building feels it necessary to utilize a different rotational process, the Site Based Decision Making (SBD) process will be utilized.

ARTICLE 19 – IMPACT MENTOR PROGRAM

IMPACT mentoring will be a three (3) year program for members new to the profession and a one (1) year program for those with no less than three (3) years previous experiences but new to the District.

Section 19.1

A mentor for each probationary teacher during the first three (3) 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, unless otherwise unavailable. 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) 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.

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 IMPACT Coordinator 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 probationary teachers may be clustered. A mentor may work with a cluster of up to three-probationary teachers.

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 Learning 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 stipends according to the charts below. Mentors may have up to three (3) mentees total.

Mentee new to the profession:

Year	1 st Mentee stipend amount	Additional Mentees
1	\$350	\$250
2	\$200	\$100
3	\$200	\$100

Mentee with three (3) or more years of experience:

Year	1 st Mentee	Up to 3 additional Mentees
1	\$200	\$100

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 via email. No vacancy will be filled until said vacancy has been posted for a minimum of five (5) days internally and ten (10) days externally concurrently, with the option of modification with mutual agreement between the District and the Association. Internal /external qualified candidates will be interviewed concurrently for open position, teachers that are certified for said position, will be granted an interview.

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 each year except as provided in Section 20.6. 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 within three (3) calendar days after administrative transfer has been made. Notice will be sent to the teacher's district email 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. Teachers may request a transfer within their building for a vacancy for which they are certified and qualified. Principals have the right to place teachers within their respective buildings. If open positions remain after placements, principals will follow the established voluntary/involuntary transfer language.

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. People 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 1st or a mutually agreed upon date if there are extenuating circumstances that prevent a June 1st deadline.
- E. The District will provide annually an updated seniority list by October 1st to all AEA members.

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 appropriate placement requirements as defined by MDE 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

When it's necessary to reduce staffing at the elementary level all efforts will be made to reduce through attrition with voluntary and involuntary transfers through the following process:

When an elementary building staff reduction occurs, the building administration will inform the building staff to solicit staff interest in transferring to an open position in the district which corresponds to their certification. Any interested staff members will be encouraged to communicate their interest in writing to the Assistant Superintendent of Human Resources.

- A. Human Resources will meet with the staff interested in voluntarily transferring and review their credentials to assess what open positions they may transfer to and award open positions in which they are qualified.
- B. If no building staff volunteer to transfer after a building staff has been notified of a need for staff reduction, elementary staff will be classified according to certification. Following is the sequence that will be used in determining those that will be involuntarily transferred:
 - 1. Certification
 - 2. Averaging of the 5D Rubric evaluation scores for the three (3) most recent years. Student Growth component will not be included.
 - a. If one evaluation rating is available, that score will be used.
 - b. If two evaluation scores are available, they will be averaged.
 - c. If three evaluation scores are available, they will be averaged.

3. Discipline
4. Professional Collaboration and Communication (PCC 6) score averaged for the three (3) most recent years
 - a. If one evaluation rating is available, that score will be used.
 - b. If two evaluation scores are available, they will be averaged.
 - c. If three evaluation scores are available, they will be averaged.
5. Seniority

- C. Displaced staff will then be invited via email to attend a meeting with the building level administrator, Assistant Superintendent of Human Resources, and an AEA member representative. The meeting will take place immediately after school if possible.
- D. Displaced staff will be placed in an open position in which they hold a Michigan Teaching Certificate that is available.

Staff that are involuntarily transferred will have the ability to a first (1st) choice of transfer to the building in which they were transferred from if a position to which they are certified and qualified becomes vacant within two (2) years. Involuntarily transferred staff will not be displaced again within a three (3) year period of time if it can be avoided.

When it's necessary to reduce staffing at the secondary level all efforts will be made to do it through attrition with voluntary and involuntary transfers through the following process:

When a secondary building staff reduction occurs, the building administration will inform the building staff to solicit staff who possess certification in the content area with the overage in staff to seek staff interested in transferring to an open position in the district which corresponds to their certification. Any interested staff members will be encouraged to communicate their interest in writing to the Assistant Superintendent of Human Resources.

- A. Human Resources will meet with the staff interested in voluntarily transferring and review their credentials to assess what open positions they may transfer to and award open positions in which they are qualified.
- B. If no building staff volunteer to transfer after building staff have been notified of a need for staff reduction, secondary staff will be classified according to certification. Following is the sequence that will be used in determining those that will be involuntarily transferred:
 1. Certification
 2. Averaging of evaluation scores for the three (3) most recent years
 3. Discipline
 4. Professional Collaboration and Communication (PCC 6) score averaged for the three (3) most recent years
 5. Seniority
- C. Displaced staff will then be invited via email to attend a meeting with the building level administrator, Assistant Superintendent of Human Resources, and an AEA member representative. The meeting will take place immediately after school if possible.
- D. Displaced staff will be placed in an open position in which they hold a Michigan Teaching Certificate that is available.

Section 20.14

Should the District determine that layoffs are necessary due to enrollment, funding or other factors, the process of involuntary transfers will be used. (Section 20.13 B) Those affected will be notified as soon as the District is aware of the need for layoff(s) by building and District Administration and at the end of day when possible.

Section 20.15

Should the District determine that layoffs are necessary due to enrollment, funding or other factor(s) a 'ranking' of all laid off staff will be created annually using the criteria for involuntary transfer(s) (Section 20.13). The list for recall will be in reverse order. Staff notified of layoffs must provide the District with their current contact information if they are interested in recall. The Human Resources Department will notify recalled staff member(s) by phone or email provided. If there is no response a certified letter will be mailed to the last known address. If after no response by the seventh (7th) day from receipt of letter, the staff member will forfeit their right to recall.

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

1. Twelve (12) paid leave days will be loaded into each member's individual **paid leave bank** at the beginning of each subsequent school year. Members hired after the start of the school year will have their initial twelve (12) paid leave days prorated.
2. Unused paid leave days will accumulate without limitation.
3. **Individual paid leave bank** = *Accumulated balance + 12 paid leave days added annually*
4. A member may use paid leave days from their individual bank balance to receive 100% pay.
5. Paid leave days may be used for the following reasons and within the set limits:
6. **Personal leave** – up to 4 days annually, or less if no bank balance remains (Section 21.3)
7. **Family and Personal illness** may be used up to the paid leave balance with no set limit.
8. If a member does not use the maximum allowable personal leave days in a given school year, those unused personal leave days will accumulate solely as "paid leave days". A member shall not exceed the established number of personal leave days in any given school year.
9. Personal illness day requirements:
 - a. All medical notes will not be accepted
 - b. Only medical documentation from a licensed medical provider acting within their scope of practice will be accepted.
10. Medical appointments should not be scheduled on PD days. In cases where this is unavoidable
 - a. The member will need to provide a physician note stating when they were seen (in person or virtual) and how long the appointment is for the member to be off of work.
 - b. Personal illness days that necessitate long-term absence under extenuating circumstances in excess of the member's **paid leave bank** balance shall go to a Paid Leave Committee for determination of eligibility to be paid as follows: four (4) weeks at 100%, two (2) weeks at 80%, with the remainder at 70% of the member's salary, over a two (2) year period of time for the same/recurring illness to the limit necessary to meet the elimination period of LTD with a lifetime max of one hundred eighty (180) days.

11. An established Paid Leave Committee made up of three (3) Association members will review long-term absences to determine eligibility for dispersment of pay according to the schedule noted in item ten (10) above, to be paid up to eligibility for Long Term Disability. Only relevant medical information provided by HR on the members behalf will be considered by the committee. Decisions of this committee are not grievable.
12. It is the member's responsibility to apply to the committee for through the Human Resources department. It is recommended this be done at their earliest knowledge to help expedite this process. Decisions will only be retroactive by two (2) weeks, unless cleared by the HR for extenuating circumstances.
13. The following paid leave days will be paid at the rate of pay in accordance to number eight (8) above and up to the specified limits below. Such leave will use a members PTO time prior applying to the paid leave committee.
14. **Traditional birth** – paid up to time specified in medical documentation, not to exceed six (6) consecutive weeks.
15. **Cesarean section birth** – paid up to time specified in medical documentation, not to exceed eight (8) consecutive weeks.
16. **Adoption leave** – paid up to time specified in court and/or agency documentation, not to exceed four (4) weeks.
17. **Parental leave** for bonding with new child is available for the non-birthing parent, within the first year of birth or adoption, not to exceed ten (10) consecutive workdays annually. The employee shall reach out to the Human Resource office so that the 10 day parental leave can be entered into the Time and Attendance system.
18. **Bereavement leaves** – as defined in Article 21.
19. Members will not be paid out for unused paid leave days if they have less than five (5) years of service in the District. After five (5) years of service, members will be paid one hundred dollars
20. (\$100) per paid leave day remaining in the member's paid leave bank, up to a maximum of five thousand dollars (\$5,000) upon separation from the District
21. Benefits received by the member from Avondale's Workers Compensation Insurance in combination with the payment by Avondale will not exceed the member's annual contract amount. Members are required to provide a two week notice of resignation to be eligible for this payout. If a member doesn't provide a two-week notice of resignation to the Executive Director Human Resources and their administrator, they will forfeit their payout for unused sick time. The two-week notice requirement may be waived because of a medical emergency that prevents the member from continuing their duties, a significant life event (e.g. bereavement, family emergency) that necessitates immediate departure, a life change that requires an immediate move to a new location, or other extreme circumstances that warrant immediate resignation. In cases where immediate resignation is necessary, the member should notify their administrator as soon as possible and provide documentation to support their request for an exception. In the case of a medical emergency that prevents a member from providing a two-week notice, an immediate family member can communicate with the member's administrator.
22. **Incentive Day Program:**
 - A. A member who used one or fewer sick leave days, during the school year will be entitled to two (2) incentive days to be used during the subsequent school year without restrictions. A member who used only two sick leave days, 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 members 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 members 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. Personal and incentive days will be approved within two (2) school days of being submitted to the time and attendance 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.

- E. An incentive day shall not be included in the paid leave bank balance and unused incentive days will not carry over to a subsequent school year.

a. Elimination of Incentive Days and Carryover Provision

1. Elimination of Incentive Days for school year 26-27
- b. Effective at the conclusion of the 26-27 school year, the incentive day program shall be discontinued. No new incentive days shall be accrued or awarded for 26-27 school year or any subsequent year unless reinstated through mutual agreement of the parties.

23. Preservation of Previously Earned Incentive Days

- a. All incentive days earned by bargaining unit members prior to the conclusion of the 25-26 school year shall be preserved and shall not be forfeited as a result of the program's discontinuation. Incentive days carried over to the 26-27 school year shall remain available for use in accordance with terms and conditions that governed their original award.
- b. To recognize exemplary attendance, bargaining unit members who utilize fewer than six
- c. (6) days of paid time off (PTO) within a school year shall be eligible for a one-time incentive stipend per year. Eligible members shall receive a seven hundred- and fifty-dollar (\$750) payment on the last pay in June of the concurrent year in which the
- d. stipend was earned.

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.

Section 21.4

After three (3) days for the same reason (not necessarily concurrent) the employee is expected to reach out to the benefit specialist to determine eligibility for FMLA. Additional days may be granted upon the approval of the Superintendent or designee. Immediate family in this section will mean spouse, mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, daughter, son, daughter-in-law, son-in-law, grandmother, grandfather, grandchild, or other relatives living within the same household. For relatives not covered in this paragraph, the teacher may appeal to the Superintendent or designee. This decision of the Superintendent or designee is not grievable.

Section 21.5

A maximum of four (4) bereavement days may be used for a death in the immediate family, as defined in Section 21.4. The member may use one (1) day to attend a funeral of a friend. The member may use up to two (2) days for extended family not included in the above definition. The member may apply to the Superintendent or designee for additional bereavement days and permission to attend a funeral of a relative or friend not included in the above definition. A member may submit for an additional day if travel is necessary, approval is dependent on proof that travel is required. Bereavement days are not deducted from the Paid Time Off Bank pending documentation submission and approval from HR. Once approved, days will not be deducted from a member's Paid Time Off Bank. Bereavement days do not roll over to subsequent years.

Section 21.6

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 (Human Resource 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 21.7

A preapproved visitation (with prior approval by the Superintendent or designee) to other schools or for attending approved conferences or conventions, including Association meetings, will not count against the time off bank.

Section 21.8

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 the current rate received from the court for serving for each day that the employee serves as a juror

Section 21.9

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 21.10

The provisions of Article 21 are intended to provide salary security in time of need, not mere convenience, under the conditions specified only.

Section 21.11

After four (4) 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 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 medical note must be submitted to Human Resources for each illness absence. 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 21.12

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 21.13

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

Section 21.14

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 21.15

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.

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) may be granted upon application to and the approval of the Superintendent of Schools for the following purposes (if applicable):

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 childcare 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 22.3

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) pursuant to revised school code 1248 and this agreement.
- 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 to teach pursuant to revised school code 1248 and this agreement.
- 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, pursuant to revised school code 1248 and this agreement.

- 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, pursuant to revised school code 1248 and this agreement.
- 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, pursuant to revised school code 1248 and this agreement.
- 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 and the revised school code 1248.

Section 22.4

Leave time granted under this Article is inclusive of and concurrent with 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.

Section 22.5

Childcare leave may be granted at his/her request for a period of up to 2 calendar years.

Section 22.6

Up to two (2) unpaid days may be requested every 5 years-for extenuating circumstances and must be approved by the building administrator and Human Resources. The day must be requested at least 30 calendar days in advance. Every effort will be made to secure a substitute in collaboration with the building administrator if a substitute is required. The following conditions will apply:

1. The District will stay within contractual limits, which will include before and after holidays and personal approved days.
2. Teachers who have earned incentive days will be prioritized over those without, provided the incentive day was requested in the same time frame as the unpaid day request.
3. All unpaid day requests will be prioritized by the date of receipt of the request.

Unauthorized Leave

If a teacher's request for a day without pay is denied, and the teacher nonetheless fails to report for work on the requested date(s), such absence shall be considered unauthorized and may subject the teacher to

progressive disciplinary action, up to and including termination, consistent with this Agreement and applicable law.

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 Human Resource 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 during the open enrollment period.

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, Job Share/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 current deductible (in network) with Three Tier RX coverage as listed in Appendix E for the or MESSA ABC Plan 2 with the current deductible (in network) with Three Tier RX coverage 0% co-insurance as listed in Appendix F 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 F.
- 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 - 80% of the current year's deductible annually with quarterly installments starting in the first pay of the month beginning January-December. If a member leaves employment with the District prior to the end of the calendar year, it is expressly understood that the District is entitled to recover from the member an amount equal to any HSA contributions made on the member's behalf for periods during which the member is no longer eligible to participate in the HSA. The District shall provide written notice explaining the prorated amount subject to recovery. Recovery shall occur through deduction from the member's final paycheck or through direct reimbursement to the District.

- C. If a teacher currently contributes to a 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.
 - c. For less than full-time teachers, see Article 37, Job share/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 members(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 duration of the contract if the current level of coverage is maintained.
- F. Members will contribute a monthly premium share of 20% of the annual medical premium for the duration of the contract 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.
- B. The LTD benefit will be $66 \frac{2}{3}$ percent of the teacher's gross salary at the time of the last day worked. The $66 \frac{2}{3}$ 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 $66 \frac{2}{3}$ 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.
- C. See Article 21 for interim salary continuation provisions.
- D. The qualifying period of disability will not exceed one hundred eighty (180) days.
- E. 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.
- F. 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.
- G. The District will select the underwriter of LTD.
- H. The teacher may return to work when he/she is certified by an appointed team of qualified physicians.
- I. 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 six hundred dollars (\$600.00) for each Bargaining Unit member in excess of two hundred twenty-five (225) employed on the first workday 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 from July 1 to June 30 for reimbursement. Forms must be turned in prior to July. 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 six 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 six 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. It is expressly understood that dental care reimbursement is forfeited, regardless of when the dental care was performed, for those individuals leaving the District prior to the end of the year. Exemptions to this rule include retirement, death in the family that results in a change in employment status, and medical leave for self and/or immediate family as identified in Article 21.
- 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 Preferred Plan for full family. The claim form will be available in the Human Resource 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. This amount will be prorated to reflect a teacher's FTE if it is less than full time.

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 23.9

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

Teachers will be given the opportunity to participate in tax deferred and/or retirement savings programs (i.e. 403b, 457) through a board approved vendor.

Section 24.2

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 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.

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.

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 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.
- f. 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 with 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 teachers provided other teachers are personally affected by that alleged grievance.
- E. When time limits have been exceeded, by either party at any level, then the grievance is considered resolved in favor of the last party who reacted within the specified time limits.
- F. All information to be presented and used in the processing of a grievance will be made available by both sides to the District and the Association.
- G. Grievances will be processed outside of regular class time unless the parties agree otherwise.
- H. All hearings at levels one and two will be held within ten (10) days from the date the hearing is set or fifteen (15) days after receipt of the grievance or grievance appeal by the appropriate administrator unless a later date is agreed to by the parties.
- I. The time limits at any step may be extended by the parties.
- J. Any step of the grievance procedure may be waived by the parties.
- K. When agreement is reached at Levels One, Two, and Three, the agreement will be written and both parties will sign.

ARTICLE 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) workdays 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 create 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 with 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 a Curriculum Night 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 Curriculum Night 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 workdays 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 employers 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 at the first pay date of the third month following retirement effective date (i.e. June 30th retirement date, severance benefit paid first pay date in August).

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 closure 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 Learning day to the extent possible.

Section 31.8

Consistent with provisions in Public Act 436, the parties recognize that this agreement is subject to rejection, modification, or termination by an Emergency Manager, appointed under the local government and School District Accountability Act.

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

In the case of an extended emergency school shutdown, a task force including AEA members will be established to focus on identified interests including, but not limited to, being prepared, clear expectations, continuity of program, staff and student well-being. At the onset of an extended emergency school shutdown, the task force will meet to support the Superintendent by reviewing the preliminary actions taken, variables pertaining to the situation at hand and collaborating on action steps moving forward.

ARTICLE 33 - NEGOTIATION PROCEDURES

Section 33.1

Negotiations for a new contract will begin no later than January 2029.

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 o

ff 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 – SPECIAL POPULATIONS, JOB SHARING, PART-TIME, CO-TEACHING

Section 36.1 - Definition

Job Share 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 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 Job Share/Part-Time arrangements and who wish to return to full-time status or make any change in their Job Share/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 Job Share/Part-Time will cause the Job Share/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. Job Share/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).

Section 36.10

- 1. **Definition and Purpose-** Co-teaching is defined as an instructional model in which two (2) certified teachers – one general education teacher and one special populations teacher- collaboratively plan, instruct, and assess students within a general education classroom.
 - a. The purpose of co-teaching is to support student learning, including the needs of students within special populations, through shared instructional responsibility. Co-teaching shall be implemented as a professional partnership and shall not be used to replace or substitute for paraprofessional services.
- 2. **Determination of Co-Taught Classes-** Co taught classes shall be determined primarily based on the following factors:
 - a. Teacher certification and qualifications
 - b. The number and intensity of students within special populations assigned to the class
 - c. The instructional demands of the course

3. **Assignment and Placement Considerations-** In determining co-teaching assignments, the District shall consider:
 - a. Teacher expertise in the subject area
 - b. Special populations, teacher caseload and instructional responsibilities
 - c. Prior co-teaching partnerships
 - d. The support needs (classroom composition)
4. **General Guidelines for Implementation-** The District shall implement co-teaching with fidelity and ensure that the program is manageable and effective by adhering to the following:
 - a. Whenever possible, co-teaching partnerships shall be maintained for multiple consecutive school years to promote collaboration and instructional consistency.
 - b. Special populations teachers assigned to co-teaching shall be paired with no more than three (3) general education teachers per semester, unless mutually agreed upon or required by student needs.
 - c. If a co-teaching partnership is mutually agreed upon by both teachers to be effective, the District shall make reasonable efforts to maintain the partnership. If a co-teaching partnership is not effective, the District shall provide a process for reassessment and/or adjustment.
 - d. An annual spring co-teaching program survey shall be administered to participating teachers prior to scheduling.
5. **Planning Time and Compensation** – The District shall make reasonable efforts to provide co-teachers with a shared daily planning period.
 - a. Co-teachers may request up to one (1) hour of release time per co-taught class to plan with the general education co-teacher(s) on their planning period, up to three (3) times a semester, if they do not share a planning time.
 - b. The request should be made at least one (1) week in advance.
 - c. For all co-teaching release time, teachers will debrief with building administration to share feedback on the partnership.
6. **Instructional Responsibilities-** Co-teaching shall involve shared instructional responsibilities, including but not limited to:
 - a. Supporting students with accommodations and specialized instruction
 - b. Providing modeling and scaffolded instruction
 - c. Leading small group instruction
 - d. Monitoring student progress
 - e. Supporting differentiated instruction
 - f. Delivering instruction
 - g. Providing alternative explanations or examples
 - h. Supporting classroom learning activities

The general education teacher shall maintain primary responsibility for course curriculum and standards, grading and pacing.

7. **Accountability and Expectations-** Both teachers assigned to a co-taught class shall:
 - a. Be present and engaged with students for the full instructional period
 - b. Participate actively in instruction
 - c. Support the learning of all students
 - d. Administrators shall provide clear expectations and consistent guidelines for co-teaching implementation across the District.

8. **Professional Development-** The District shall provide professional development on effective co-teaching models, collaborative practices, and inclusive instruction for teachers assigned to co-taught classes.
 - a. The District will provide a minimum of one (1) hour during back to school Professional Learning for co-teachers to develop and establish norms and expectations to be shared with their building administration.

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 August 4, 2026 and will continue through August 2029. 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 in August 2029.

ARTICLE 39 - Signatures

For the Association

Name	Title	Signature	Date
Erica Burmann	AEA President	_____	_____
Kristen Little	AEA Treasurer	_____	_____
Deb Lotan	Executive Director	_____	_____

For the District

Name	Title	Signature	Date
Rita Davis	Board President	_____	_____
Eveonne Roberts	Board Secretary	_____	_____
Sharon Hyde	Assistant Superintendent of Human Resources	_____	_____

Bargaining Team Members

For the Association

Erica Burmann
Terrence Higgins
Kristen Little
Deb Lotan
Rebecca Siwicki
Kaitlyn Vogt

For the District

David Goetz
Sharon Hyde
James Schwarz
Steve Siedlarz
Anita Steward
Doug Wilson

APPENDIX A1

Salary Schedule 26-27

Step	BA	BA +15	BA +25	MA	MA +15	MA +30
1	ELIMINATED	ELIMINATED	ELIMINATED	ELIMINATED	ELIMINATED	ELIMINATED
1.5	ELIMINATED	ELIMINATED	ELIMINATED	ELIMINATED	ELIMINATED	ELIMINATED
2	\$45,551.00	\$47,167.00	\$48,884.00	\$51,207.00	\$52,318.00	\$53,530.00
2.5	\$47,116.50	\$48,783.00	\$50,601.00	\$53,075.50	\$54,237.00	\$55,550.00
3	\$48,682.00	\$50,399.00	\$52,318.00	\$54,944.00	\$56,156.00	\$57,570.00
3.5	\$50,247.50	\$52,015.00	\$54,035.00	\$56,812.50	\$58,075.00	\$59,590.00
4	\$51,813.00	\$53,631.00	\$55,752.00	\$58,681.00	\$59,994.00	\$61,610.00
4.5	\$53,378.50	\$55,247.00	\$57,469.00	\$60,549.50	\$61,913.00	\$63,630.00
5	\$54,944.00	\$56,863.00	\$59,186.00	\$62,418.00	\$63,832.00	\$65,650.00
5.5	\$56,509.50	\$58,479.00	\$60,903.00	\$64,286.50	\$65,751.00	\$67,670.00
6	\$58,075.00	\$60,095.00	\$62,620.00	\$66,155.00	\$67,670.00	\$69,690.00
6.5	\$59,640.50	\$61,711.00	\$64,337.00	\$68,023.50	\$69,589.00	\$71,710.00
7	\$61,206.00	\$63,327.00	\$66,054.00	\$69,892.00	\$71,508.00	\$73,730.00
7.5	\$62,771.50	\$64,943.00	\$67,771.00	\$71,760.50	\$73,427.00	\$75,750.00
8	\$64,337.00	\$66,559.00	\$69,488.00	\$73,629.00	\$75,346.00	\$77,770.00
8.5	\$65,902.50	\$68,175.00	\$71,205.00	\$75,497.50	\$77,265.00	\$79,790.00
9	\$67,468.00	\$69,791.00	\$72,922.00	\$77,366.00	\$79,184.00	\$81,810.00
9.5	\$69,033.50	\$71,407.00	\$74,639.00	\$79,234.50	\$81,103.00	\$83,830.00
10	\$70,599.00	\$73,023.00	\$76,356.00	\$81,103.00	\$83,022.00	\$85,850.00
10.5	\$72,164.50	\$74,639.00	\$78,073.00	\$82,971.50	\$84,941.00	\$87,870.00
11	\$75,190.00	\$77,765.00	\$81,370.00	\$86,520.00	\$88,580.00	\$91,670.00

Salary Schedule 27-28

Step	BA	BA +15	BA +25	MA	MA +15	MA +30
1	ELIMINATED	ELIMINATED	ELIMINATED	ELIMINATED	ELIMINATED	ELIMINATED
1.5	ELIMINATED	ELIMINATED	ELIMINATED	ELIMINATED	ELIMINATED	ELIMINATED
2	\$46,006.51	\$47,638.67	\$49,372.84	\$51,719.07	\$52,841.18	\$54,065.30
2.5	\$47,587.67	\$49,270.83	\$51,107.01	\$53,606.26	\$54,779.37	\$56,105.50
3	\$49,168.82	\$50,902.99	\$52,841.18	\$55,493.44	\$56,717.56	\$58,145.70
3.5	\$50,749.98	\$52,535.15	\$54,575.35	\$57,380.63	\$58,655.75	\$60,185.90
4	\$52,331.13	\$54,167.31	\$56,309.52	\$59,267.81	\$60,593.94	\$62,226.10
4.5	\$53,912.29	\$55,799.47	\$58,043.69	\$61,155.00	\$62,532.13	\$64,266.30
5	\$55,493.44	\$57,431.63	\$59,777.86	\$63,042.18	\$64,470.32	\$66,306.50
5.5	\$57,074.60	\$59,063.79	\$61,512.03	\$64,929.37	\$66,408.51	\$68,346.70
6	\$58,655.75	\$60,695.95	\$63,246.20	\$66,816.55	\$68,346.70	\$70,386.90

6.5	\$60,236.91	\$62,328.11	\$64,980.37	\$68,703.74	\$70,284.89	\$72,427.10
7	\$61,818.06	\$63,960.27	\$66,714.54	\$70,590.92	\$72,223.08	\$74,467.30
7.5	\$63,399.22	\$65,592.43	\$68,448.71	\$72,478.11	\$74,161.27	\$76,507.50
8	\$64,980.37	\$67,224.59	\$70,182.88	\$74,365.29	\$76,099.46	\$78,547.70
8.5	\$66,561.53	\$68,856.75	\$71,917.05	\$76,252.48	\$78,037.65	\$80,587.90
9	\$68,142.68	\$70,488.91	\$73,651.22	\$78,139.66	\$79,975.84	\$82,628.10
9.5	\$69,723.84	\$72,121.07	\$75,385.39	\$80,026.85	\$81,914.03	\$84,668.30
10	\$71,304.99	\$73,753.23	\$77,119.56	\$81,914.03	\$83,852.22	\$86,708.50
10.5	\$72,886.15	\$75,385.39	\$78,853.73	\$83,801.22	\$85,790.41	\$88,748.70
11	\$77,445.70	\$80,097.95	\$83,811.10	\$89,115.60	\$91,237.40	\$94,420.10

Salary Schedule 28-29

Step	BA	BA +15	BA +25	MA	MA +15	MA +30
1	ELIMINATED	ELIMINATED	ELIMINATED	ELIMINATED	ELIMINATED	ELIMINATED
1.5	ELIMINATED	ELIMINATED	ELIMINATED	ELIMINATED	ELIMINATED	ELIMINATED
2	\$46,466.58	\$48,115.06	\$49,866.57	\$52,236.26	\$53,369.59	\$54,605.95
2.5	\$48,063.54	\$49,763.54	\$51,618.08	\$54,142.32	\$55,327.16	\$56,666.56
3	\$49,660.51	\$51,412.02	\$53,369.59	\$56,048.37	\$57,284.74	\$58,727.16
3.5	\$51,257.47	\$53,060.50	\$55,121.10	\$57,954.43	\$59,242.31	\$60,787.76
4	\$52,854.44	\$54,708.98	\$56,872.62	\$59,860.49	\$61,199.88	\$62,848.36
4.5	\$54,451.41	\$56,357.46	\$58,624.13	\$61,766.54	\$63,157.45	\$64,908.96
5	\$56,048.37	\$58,005.95	\$60,375.64	\$63,672.60	\$65,115.02	\$66,969.57
5.5	\$57,645.34	\$59,654.43	\$62,127.15	\$65,578.66	\$67,072.60	\$69,030.17
6	\$59,242.31	\$61,302.91	\$63,878.66	\$67,484.72	\$69,030.17	\$71,090.77
6.5	\$60,839.27	\$62,951.39	\$65,630.17	\$69,390.77	\$70,987.74	\$73,151.37
7	\$62,436.24	\$64,599.87	\$67,381.69	\$71,296.83	\$72,945.31	\$75,211.97
7.5	\$64,033.21	\$66,248.35	\$69,133.20	\$73,202.89	\$74,902.88	\$77,272.58
8	\$65,630.17	\$67,896.84	\$70,884.71	\$75,108.94	\$76,860.45	\$79,333.18
8.5	\$67,227.14	\$69,545.32	\$72,636.22	\$77,015.00	\$78,818.03	\$81,393.78
9	\$68,824.11	\$71,193.80	\$74,387.73	\$78,921.06	\$80,775.60	\$83,454.38
9.5	\$70,421.07	\$72,842.28	\$76,139.24	\$80,827.11	\$82,733.17	\$85,514.98
10	\$72,018.04	\$74,490.76	\$77,890.76	\$82,733.17	\$84,690.74	\$87,575.59
10.5	\$73,615.01	\$76,139.24	\$79,642.27	\$84,639.23	\$86,648.31	\$89,636.19
11	\$79,769.07	\$82,500.89	\$86,325.43	\$91,789.07	\$93,974.52	\$97,252.70

Year 1

1. Effective the first day of the contract year, Step 1 of the salary schedule shall be eliminated. All remaining steps shall be renumbered accordingly.
2. Employees shall advance one (1) step on the salary schedule prior to the elimination of step one (1) of the '25-'26 salary schedule in accordance with the provisions of this agreement, provided they are otherwise eligible. This will become current employee's salary schedule step for the '26-'27 school year.
3. The base salary of each step on the salary schedule shall be increased by one percent (1%), except for the highest step, which shall be increased by three percent (3%).

Year 2

1. Effective the first day of the second contract year, employees shall advance one (1) step on the salary schedule in accordance with the provisions of this Agreement, provided they are otherwise eligible.
2. The salary amounts for each step shall be increased by one percent (1%), except for the highest step, which shall be increased by three percent (3%).

Year 3

1. Effective the first day of the third contract year, employees shall advance one (1) step on the salary schedule in accordance with the provisions of this Agreement, provided they are otherwise eligible.
2. The salary amounts for each step shall be increased by one percent (1%), except for the highest step, which shall be increased by three percent (3%).

Special Education Salary Placement and Incentive

A. Initial Placement

All newly hired Special Education Salary Placement and Incentive

Special Education teachers who have no prior certificated teaching experience shall be placed on **Step 3** of the District salary schedule upon initial employment.

A. Special Education Certification Incentive for Current Employees

Any bargaining unit member who does not have a special education degree and is interested in being assigned to a special education position will be advanced two (2) steps on the salary schedule if assigned to a special education position. The teacher must enroll in a state-approved special education certification or degree program prior to being placed in the special education position.

To remain eligible for the two-step advancement, the member must:

1. Remain actively enrolled in the approved Special Education certification or degree program; and
2. Continue serving in a Special Education teaching assignment.

C. Discontinuation of Program

If a member voluntarily withdraws from, is no longer enrolled in, or otherwise discontinues the approved Special Education certification or degree program before completion, the member shall be returned to the salary schedule step the member would have occupied had the two-step Special Education incentive not been granted. The temporary two-step advancement shall cease effective with the first pay period following the District's receipt of notice that the member is no longer enrolled.

In the event the County Regional Enhancement Millage (REM) is approved by the voters at the August 2026 election:

Earmarking of REM Revenue.

1. Upon identification and receipt of REM revenues, the District shall separately earmark such funds and shall not expend, transfer, or otherwise utilize any REM revenue for any purpose, including but not limited to supplementing or increasing fund equity or fund balance, until negotiations regarding the allocation and use of REM funds have been completed between the District and the Association.
2. **Negotiations Regarding REM.** If the REM is approved in August 2026, the District and the Association agree to commence Interest-Based Bargaining (IBB) regarding the Association's share of REM funding beginning February 27, 2027. The parties agree to engage in good-faith negotiations in accordance with applicable law and the provisions of this Agreement.
 - a. Retention Stipend: Each eligible bargaining unit employee employed by the District at time of payment shall receive a one-time retention stipend of One Thousand Dollars (\$1,000), payable June, 2027.

*DAILY RATE * Salary Schedule 26-27

Step	BA	BA +15	BA +25	MA	MA +15	MA +30
2	251.66	260.59	270.08	282.91	289.05	295.75
2.5	260.31	269.52	279.56	293.23	299.65	306.91
3	268.96	278.45	289.05	303.56	310.25	318.07
3.5	277.61	287.38	298.54	313.88	320.86	329.23
4	286.26	296.30	308.02	324.20	331.46	340.39
4.5	294.91	305.23	317.51	334.53	342.06	351.55
5	303.56	314.16	326.99	344.85	352.66	362.71
5.5	312.21	323.09	336.48	355.17	363.27	373.87
6	320.86	332.02	345.97	365.50	373.87	385.03
6.5	329.51	340.94	355.45	375.82	384.47	396.19
7	338.15	349.87	364.94	386.14	395.07	407.35
7.5	346.80	358.80	374.43	396.47	405.67	418.51
8	355.45	367.73	383.91	406.79	416.28	429.67
8.5	364.10	376.66	393.40	417.11	426.88	440.83
9	372.75	385.59	402.88	427.44	437.48	451.99
9.5	381.40	394.51	412.37	437.76	448.08	463.15
10	390.05	403.44	421.86	448.08	458.69	474.31
10.5	398.70	412.37	431.34	458.41	469.29	485.47
11	415.41	429.64	449.56	478.01	489.39	506.46

APPENDIX A2

LONGEVITY PAY

Teachers will receive longevity pay as per the following guidelines:

Years of Service Payment

Years of Service	BA	MA	MA (+15, +30)
5-9 Years	\$500	\$750	\$1,000
10-15 Years	\$1000	\$1,250	\$1,500
16-20 Years	\$1,500	\$1,750	\$2,000
21-25 Years	\$2,500	\$2,750	\$3,000
26 years +	\$3,500	\$3,750	\$4,000

Members are required to provide a two-week notice of resignation to the Executive Director Human Resources and their administrator; or they will forfeit their payout for longevity. The two-week notice requirement may be waived because of a medical emergency that prevents the member from continuing their duties, a significant life event (e.g. bereavement, family emergency) that necessitates immediate departure, a life change that requires an immediate move to a new location, or other extreme circumstances that warrant immediate resignation. In cases where immediate resignation is necessary, the member should notify their administrator as soon as possible and provide documentation to support their request for an exception. In the case of a medical emergency that prevents a member from providing a two-week notice, an immediate family member can communicate with the member's administrator.

APPENDIX B

AVONDALE SCHOOL DISTRICT 2026 / 2027 CALENDAR



10-12: No Students - New Teacher Orientation
 12: AMS 7th/8th Grade Orientation
 13: AMS Camp Success & AMS 6th Grade Orientation
 17: Professional Learning for ALL Spe Ed & ELD Staff;
 17: GATE Orientation
 18: AHS 9th-12th Orientations & 9th Grade Parent Night
 19-20: No Students - Staff Professional Learning
 24: First Day of School - HALF DAY for Students;
 Auburn Curriculum Day
 25: TK/K; Last Names A-M Attend Only
 26: TK/K; Last Names N-Z Attend Only
 27: ATPS Curriculum Night
 28: NO SCHOOL

AUGUST 2026						
S	M	T	W	Th	F	S
2	3	4	5	6	7	1/8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY 2027						
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						

3: AHS 8th Grade Parent Night
 4: AMS 5th Grade Parent Night
 10: Student Count Day
 12-15: NO SCHOOL - Mid-winter Break, Presidents Day

1: DE, RGG, WE Curriculum Night
 2: AMS Curriculum Night & GATE EL Curriculum Night
 3: GATE MS Curriculum Night
 4-7: NO SCHOOL - Labor Day Recess
 9: AHS Curriculum Night
 21: NO SCHOOL for Students - Yom Kippur & Staff Professional Learning

SEPTEMBER 2026						
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 2027						
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: TK/Kindergarten Signing Day (Round Up)
 9: AHS Spring Conferences
 10: NO SCHOOL for Students - Eid al-Fitr & Staff Professional Learning
 11: AMS Spring Conferences
 25: HALF DAY - End of Quarter 3
 26-31: NO SCHOOL - Spring Break & Easter

7: Student Count Day
 12: NO SCHOOL - Holiday
 13: NO SCHOOL for Students - Staff Professional Learning
 14: AHS Fall Conferences
 15: AMS Fall Conferences
 30: HALF DAY - End of Quarter 1

OCTOBER 2026						
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

APRIL 2027						
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	

1-2: NO SCHOOL - Spring Break & Easter
 5-9: Elementary & GATE Spring Conferences
 8: AMS PSAT Testing
 14-15: AHS PSAT/SAT/MSTEP Testing

3: NO SCHOOL for Students - Election Day & Staff Professional Learning
 9: NO SCHOOL - Diwali & Fall Break
 4-11: Elementary & GATE Fall Conferences
 23-27: NO SCHOOL - Thanksgiving Break

NOVEMBER 2026						
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 2027						
S	M	T	W	Th	F	S
2	3	4	5	6	7	1/8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

7: NO SCHOOL for Students - Staff Professional Learning; AHS Prom
 13: Last Day of School for Seniors
 19: AHS Convocation
 26: AHS Graduation
 28-31: NO SCHOOL - Memorial Weekend

21-31: NO SCHOOL - Winter Recess & Christmas Break

DECEMBER 2026						
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 2027						
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			

9: GATE 8th Grade Celebration
 10: HALF DAY; AMS Bridging Ceremony
 11: Last Day of School - HALF DAY for Students- End of Quarter 4 and Second Semester
 19: DCI Graduation

1: NO SCHOOL - Winter Recess & Christmas Break
 18: NO SCHOOL - MLK Jr Day
 21-22: HALF DAY - End of Quarter 2 & First Semester

JANUARY 2027						
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
24/31	25	26	27	28	29	30

Half Day Dismissal Times

- TK-5: 11:45am
- GATE: 11:25am
- AMS: 11:07am
- AHS: 10:33am
- AATPS: 10:26am

APPENDIX C



2026-27 School Year Pay Period Schedule

Pay Period	Begin Date	End Date	Check Date	Pay #
2601180	8/9/2026	8/22/2026	8/28/2026	1
2601190	8/23/2026	9/5/2026	9/11/2026	2
2601200	9/6/2026	9/19/2026	9/25/2026	3
2601210	9/20/2026	10/3/2026	10/9/2026	4
2601220	10/4/2026	10/17/2026	10/23/2026	5
2601230	10/18/2026	10/31/2026	11/6/2026	6
2601240	11/1/2026	11/14/2026	11/20/2026	7
2601250	11/15/2026	11/28/2026	12/4/2026	8
2601260	11/29/2026	12/12/2026	12/18/2026	9
2701010	12/13/2026	12/26/2026	12/31/2026	10
2701020	12/27/2026	1/9/2027	1/15/2027	11
2701030	1/10/2027	1/23/2027	1/29/2027	12
2701040	1/24/2027	2/6/2027	2/12/2027	13
2701050	2/7/2027	2/20/2027	2/26/2027	14
2701060	2/21/2027	3/6/2027	3/12/2027	15
2701070	3/7/2027	3/20/2027	3/26/2027	16
2701080	3/21/2027	4/3/2027	4/9/2027	17
2701090	4/4/2027	4/17/2027	4/23/2027	18
2701100	4/18/2027	5/1/2027	5/7/2027	19
2701110	5/2/2027	5/15/2027	5/21/2027	20
2701120	5/16/2027	5/29/2027	6/4/2027	21
2701130	5/30/2027	6/12/2027	6/17/2027	22
2701140	6/13/2027	6/26/2027	7/2/2027	23
2701150	6/27/2027	7/10/2027	7/16/2027	24
2701160	7/11/2027	7/24/2027	7/30/2027	25
2701170	7/25/2027	8/7/2027	8/13/2027	26

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:

Human Resource 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:

Human Resource 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:
Human Resource 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:

Human Resource Department

Supervisor

Grievant

Association