



MASTER AGREEMENT

July 1, 2024- June 30, 2027

AVONDALE ADMINISTRATORS ASSOCIATION

And

AVONDALE SCHOOL DISTRICT

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ARTICLE 1 – RECOGNITION

SECTION 1.1

The Avondale School District hereby recognizes the Association in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, as the sole and exclusive collective bargaining representative for all Avondale Principals, and Assistant Principals.

ARTICLE 2 - DEFINITIONS

SECTION 2.1

In the application and interpretation of the provisions of this Agreement the following definitions shall apply:

- District shall mean the Avondale School District and/or its designated agents.
- ASD shall mean Avondale School District.
- Association shall mean the Avondale Administrators Association (AAA).
- Administrators shall mean any member of the bargaining unit.
- Superintendent shall mean the Superintendent of Schools of the Avondale School District or designated agent(s).

ARTICLE 3 - ASSOCIATION SECURITY

SECTION 3.1

Within thirty (30) days of the commencement of employment in the bargaining unit or the execution of this agreement, whichever occurs later, each administrator shall either maintain membership in the Association or pay to the Association service fees, equivalent to the amount of dues uniformly required of members.

ARTICLE 4 - RULES AND REGULATIONS

SECTION 4.1

The ASD agrees that its rules and regulations governing Association member conduct will be reasonable and that discipline will be fair and consistent and for just cause. It is agreed that the District retains the right to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of administrators and their working conditions which are not inconsistent with the provisions of this Agreement.

ARTICLE 5 - NON-DISCRIMINATION

SECTION 5.1

The District shall not, directly or indirectly, discriminate against any member of the Association in regard to wages, hours, working conditions, or in the application of the provisions of this agreement by reason of race, creed, religion, color, national origin, handicap, disability, age, sex, marital status, political beliefs, or union membership.

SECTION 5.2

The ASD will abide by all provisions of Act 379 of the Michigan Public Act of 1965 as amended.

SECTION 5.3

Nothing contained herein shall deny or restrict to any administrator the rights the person may have under the Michigan General School Laws or other applicable laws.

ARTICLE 6 - EVALUATION

SECTION 6.1

It is understood that building principals of the AAA are evaluated exclusively by the Avondale Superintendent. Assistant Principals are evaluated by the building principal. It is understood that deviations in these evaluation assignments can be changed if warranted by unusual circumstances (for example, the unavailability of the Superintendent due to illness or accident).

Administrators are permitted to request additional meetings with the Superintendent beyond regularly scheduled Ad Council meetings and the beginning, mid-year, and end of year meetings.

SECTION 6.2

Evaluations for AAA members shall be based upon the annual objectives approved prior to the evaluation by the immediate supervisor. These objectives shall be mutually established.

SECTION 6.3

Evaluations may also be based upon the job description for the position as adopted by the District.

SECTION 6.4

Consideration of the following characteristics along with other characteristics not herein listed, may also serve as the basis for evaluation.

- a. Educational leadership
- b. Human relations
- c. Fiscal management
- d. Community relations
- e. Communication skills
- f. Professional growth

SECTION 6.5

There shall be a conference between the evaluator and the person being evaluated prior to the annual evaluation report being written.

SECTION 6.6

The areas in which there are observable inadequacies shall be identified and the administrator shall be offered a plan of assistance. It is understood that such a plan of assistance may require the

administrator to participate in a prescribed program at the expense of the District. This plan of assistance may require attendance of the administrator at a time period other than the normal working day or work year.

SECTION 6.7

The administrator shall be given a copy of the final evaluation. He/she may receive the final evaluation electronically via district email. He/she shall sign it to indicate he/she has read it. If a signed copy is not received, proof of delivery of the email containing the evaluation shall serve as acceptance of the evaluation. He/she shall have the right to attach a personal statement germane to his/her evaluation for the official record.

SECTION 6.8

When an administrator does not agree with his formal written evaluation, he/she may meet with his/her evaluator and attempt to resolve that part of the evaluation with which he/she is not in agreement. The administrator shall have the right to have an AAA representative present at this meeting.

SECTION 6.9

If an evaluation is not done for an AAA member by June 1 of each year, then it shall be an indication of satisfactory performance for that year.

SECTION 6.10

Perception data surveys will be used as a tool for growth which may result in a Plan of Assistance with time to demonstrate improvement prior to disciplinary action.

SECTION 6.11

Each member will be evaluated using the Standard for Success Evaluation (formerly STAGES). All Principals will be evaluated annually by the Superintendent or designee. All Assistant Principals will be evaluated by the building principal.

Administrators will conduct a self assessment and develop annual goals based on the district strategic plan and/or Board Goals and/or school improvement plan or other applicable mutually agreed upon goals. If the administrator is on a performance improvement plan, the goals will be mutually planned and applicable to the plan.

Administrators will each document their mid-year progress on their yearly goals and receive feedback from the evaluator. Specific performance strategies will be provided for the remainder of the school year at the mid year meeting along with any recommended training identified by the evaluator that would assist the administrator in meeting the goals.

Twenty percent (20%) of the administrator's year end evaluation will be based on student growth (building-wide score) and eighty percent (80%) will be based on the calculations from the Standard for Success Evaluation tool.

All building level administrators will be provided a mentor or coach for the first three (3) years in which the administrator is in a new administrative position.

Each administrator will receive an end of year evaluation with a final rating of Needing Improvement, Developing, or Effective. If a written evaluation is not provided, the school administrator is deemed effective. All efforts will be made to use consistent language, however it is understood that an administrator's evaluation rating within the state required REP report must utilize the

labeling/language that is embedded in the submission fields required in the report and that these labels/language may differ from this document.

An improvement plan developed by the evaluator is given to each administrator rated less than effective that includes recommended professional development opportunities and other actions designed to improve the rating of the administrator on the administrator's next evaluation.

An administrator who worked less than 60 days, had their ratings vacated through grievance procedure or arbitration, or had extenuating circumstances that both the administrator and district agree prevented a year end evaluation will be designated "Unevaluated."

If an administrator is designated unevaluated, their most recent evaluation rating will be used for purposes of consecutive years if the school administrator continues to be employed in the same position that the administrator was employed in the year before receiving the unevaluated designation and the administrator continues to be employed by the same district that employed the administrator in the year before receiving the unevaluated designation.

Section 6.12

Administrators who are classified as "Principal" and receive a minimum of an "effective" rating will receive a 1.5% merit pay bonus. This bonus will be paid on the last pay of the school year in June.

ARTICLE 7 - DISCIPLINE

SECTION 7.1

Rules and regulations governing employee conduct and behavior shall be reasonable. Any discipline shall be for just cause.

SECTION 7.2

Just cause shall include by way of illustration but shall not be limited to the following:

- Lack of legal qualifications for position held,
- Misconduct and gross misconduct,
- Moral turpitude,
- Substance abuse,
- Incompetence,
- Insubordination,
- Theft or dishonesty,
- Neglect of duty,
- Falsification of records,
- Conviction of a felony

SECTION 7.3

The several forms of discipline include, but are not limited to:

- Verbal reprimand
- Written reprimand
- Demotion
- Suspension
- Transfer
- Dismissal Non-renewal of contract

SECTION 7.4

The first step in progressive discipline will usually begin with a verbal admonishment. If conduct or insufficiencies are not corrected the discipline will proceed to one or more written admonishments. The final phase in any progressive discipline procedure will be dismissal. Depending upon the severity of the just cause, progressive discipline can begin at any stage of the progressive discipline scale of severity.

SECTION 7.5

Corrective discipline means that with each admonishment an attempt is made to correct the conduct or insufficiency. This is done by providing a warning or, where appropriate, by providing a corrective plan of action to be followed.

SECTION 7.6

All written admonishments, warnings, reprimands, and disciplinary letters or memoranda, shall be signed by the writer. These documents shall be part of the permanent personnel file of the administrator being disciplined. (Also note Article 8 - Personnel File.)

SECTION 7.7

Where there is just cause for immediate discharge, demotions, or for non-renewal of contract, the administrator shall be given a 60 day written notice of the contemplated action to be taken. The administrator shall be informed in writing of the reasons for the action. The administrator shall have the right to meet with the Board of Education in an open or, if desired, a closed session.

SECTION 7.8

An administrator suspended from his/her position shall be provided with a written reason for the action by the day following the first day of suspension. The suspended administrator shall have the right to meet with the Board of Education within 10 working days of the start of the suspension. The meeting with the Board of Education shall be in an open session unless the administrator requests a closed session.

SECTION 7.9

Where appropriate, the administrator's evaluator shall be responsible for administering discipline.

SECTION 7.10

An administrator has the right to be represented at any or all stages of discipline by a member of the Avondale Administrator's Association.

SECTION 7.11

The District agrees to provide all due process rights that are required by law.

ARTICLE 8 - PERSONNEL FILE

SECTION 8.1

The administrator shall have the right to examine and/or copy the contents of his/her district personnel file. The administrator will provide a 24 hour notice and written request to view his/her personnel file. This request will be made in writing to the Human Resource office. The administrator may submit, in writing, requests for correction or deletion of material on file and shall have the right to attach pertinent, extenuating, and/or mitigating facts to any document in the administrator's personnel file. Not more than one (1) official file shall be kept on each administrator. The administrator shall furnish copies of all official evaluations prepared by his evaluator.

ARTICLE 9 - STAFFING

SECTION 9.1

Insofar as enrollment and financial resources warrant it, there shall be one full time principal appointed to each school with at least one assistant principal appointed at the high school, middle school and GATE Magnet School. GATE is served by a principal and an assistant principal, who shall be classified as a Middle School Principal and Assistant Principal respectively . The administrator who exercises his/her right to bump must be certified and qualified to assume the job responsibilities of the position and agrees to accept the salary negotiated, by contract, for that position. If the bumping results in a change in compensation per the salary-based administrative employment classifications, the administrator will be placed on the appropriate step for his/her new position.

SECTION 9.2

The rate of pay, hours of employment, and other conditions of employment for any new position which would be within the unit shall be bargained with the Association provided the District is obliged to do so by P.A. 379.

ARTICLE 10 - WORKING CONDITIONS

SECTION 10.1

The work year for the high school principal shall be from July 1 of each year until June 30 of the following year (221 days or days based on Section 10.5 and/or Section 10.6).

The beginning and ending dates for the work year for all other principals and assistant principals shall be as follows:

All other principals will be scheduled to work twenty eight (28) days beyond the teacher work year, with a minimum of ten (10) work days before the return of the teachers in the fall, and a minimum of ten (10) work days following the end of the teachers' work year, not to exceed 210 days.

All assistant principals will be scheduled to work twenty-four (24) days beyond the teacher work year, with a minimum of ten (10) work days before the return of the teachers in the fall, and a minimum of ten (10) work days following the end of the teachers' work year, not to exceed 206 days.

SECTION 10.2

An administrator may adjust his/her annual work schedule by exchanging work days for non-work days or by extending his/her work year. This may be done only with the approval of the administrator's immediate supervisor.

SECTION 10.3

An administrator whose work year must be extended due to strike activities by other bargaining units shall receive additional pay on a per diem basis.

SECTION 10.4

At those times when the students are not in attendance, the Superintendent or designee may modify the work day and/or the work week for administrators.

SECTION 10.5

The high school principal shall have 30 days of vacation annually. No more than eight (8) vacation days shall be carried from one year to the next.

SECTION 10.6

In addition to the vacation time listed in Section 10.5, administrators shall receive the following holidays:

- a. Friday before Labor Day - (If students are not in school)
- b. Labor Day
- c. Wednesday before Thanksgiving - (If students are not in school)
- d. Thanksgiving
- e. Friday following Thanksgiving
- f. December 24
- g. December 25
- h. December 26
- i. December 31
- j. January 1
- k. Martin Luther King Jr. Day
- l. Friday before Easter
- m. Memorial Day
- n. Juneteenth
- o. July 4th (For those normally working during July)

With the exception of the high school principal, principals, and assistant principals are not required to work when teachers are off for holiday break, mid-winter break, or for spring break.

SECTION 10.7

Whenever it is necessary for an administrator to be out of the District during the normal work day, prior approval of the Superintendent or designee must be obtained. It is an administrator's responsibility to see that his/her secretary knows where to contact him/her during the time that he/she is absent from the building.

SECTION 10.8

Lunch periods for principals, and assistant principals shall be part of the eight hour day and shall be at such times as to cause the least inconvenience to the school program.

SECTION 10.9

Administrators are not required to report to school on days schools are closed due to inclement weather, power outages or other acts of god that result in the cancellation or closing of school unless it is safe to travel and required to do so by the Superintendent or designee to address a situation of an urgent nature.

ARTICLE 11 - DUTIES

SECTION 11.1

The District shall have job descriptions for each administrative position covered by the bargaining agreement. Any changes in the job descriptions which affect wages, hours, or working conditions will be bargained with the Association before being finalized.

ARTICLE 12 - EXTRA DUTY

SECTION 12.1

The following non-curricular assignments may be chaired by members of the Association upon mutual agreement of the Superintendent, or designee, with the Association member receiving a stipend for the following amounts:

- a. Technology Committee Chair: \$1,000
- b. Title 1 District Chair: \$2,500
 - i. Must be held by an Administrator at a Title 1 building.
- b. School Improvement Administrative Chair: \$1,000
- c. Title 9 Administrative Chair: \$1,000
 - ii. In order to be in compliance with Federal Guidelines, this position must have a chair of the opposite gender of the Central Office Administrator.
- d. Impact Coordinator: \$2,500

All reports are due in the Superintendent's office by May 31st in order to process payment. The report should include the date, time devoted, and a brief description pertaining to the stipend. Upon confirmation of responsibilities performed by the superintendent the stipend will be paid the last pay period in June.

SECTION 12.2

Any member of the bargaining unit who is assigned additional administrative responsibilities which are above and beyond his/her regular duties and not normally within the scope of his/her responsibilities will receive additional compensation commensurate with the added time required to discharge the additional duties. Prior to the assignment of additional duties and issuing of a supplemental contract, the AAA president will be informed of the proposed change in the status of a AAA member.

SECTION 12.3

If requested by the district to work beyond the normal work year, the member will be compensated with a stipend of \$35 per hour.

SECTION 12.4

Any administrator who accompanies students on overnight field trips will receive a \$250 stipend.

ARTICLE 13 - INDIVIDUAL CONTRACTS

SECTION 13.1

The first two years of employment in a new position shall be considered a probationary period for members of the bargaining unit. During the probationary period, individual contracts may be issued for one year at a time.

SECTION 13.2

After the probationary period has been served, members of the bargaining unit shall be provided individual contracts. These contracts shall be for two (2) years.

The Superintendent shall review these contracts annually, and shall, on or before May 1 of each year, take official action determining whether or not it is extended for an additional year and notify the administrator of his/her action in writing. If no action is taken by the Superintendent by May 1 of each year, the contract shall be deemed to have been renewed for an additional year.

The terms and conditions of the individual contract shall be subject to the terms and conditions of this agreement. In the future, if the District determines there should be a need to change the wording of individual contracts, the newly worded contracts will be submitted to the Association prior to giving the contract to individual administrators for signing.

SECTION 13.3

Administrators whose contracts are not extended by the Superintendent in year one will be placed on a plan of assistance which will address the inadequacies noted by the Superintendent. The plan of assistance will be developed by the Superintendent with input from the administrator. In the case of an assistant principal, the plan of assistance will be developed by the Superintendent and the immediate supervisor with input from the assistant principal.

The administrator will have the following year to address the inadequacies. If the inadequacies, as evaluated by the Superintendent, are successfully addressed, the administrator will receive a two year contract. If the inadequacies, as evaluated by the Superintendent are not successfully addressed, or if new inadequacies arise, the administrator's contract will be non-renewed and his/her employment with the district will be terminated.

SECTION 13.4

In the event an administrator's contract is not renewed, the affected administrator may serve out the remainder of his present contract in a position to be determined by the Superintendent.

ARTICLE 14 - REDUCTION OF STAFF

The School District has the right to lay off administrators should the district find it necessary for economic reasons to reduce the number of administrators employed.

Lay off means removal from the payroll with no employment rights other than (1) retention of seniority status, and (2) recall rights. Reduction in assignment to less than full time is also considered to be interpreted as a lay off.

SECTION 14.1

Notice of a layoff for economic reasons shall be given to an administrator at least sixty (60) days prior to the effective date of such a lay off.

SECTION 14.2

For salary purposes, there are five (5) administrative employment classifications: High School Principal, Middle School Principal, Elementary Principal, Assistant High School Principal, Assistant Middle School Principal.

For the purpose of reduction of staff, there are two classifications of Principal and Assistant Principal.

The GATE Principal is classified as a Middle School Principal. The GATE Assistant Principal is classified as a Middle School Assistant Principal.

Individual performance as evidenced by the administrator's yearly evaluation shall be the majority factor in making the decision in alignment with the administrator's classification.

An administrator's seniority will be taken into consideration only when two administrators of the same classification receive the identical point value on their yearly evaluation.

The administrator who exercises his/her right to bump must be certified and qualified to assume the job responsibilities of the position and agrees to accept the salary negotiated, by contract, for that position. If the bumping results in a change in compensation per the salary-based administrative employment classifications, the administrator will be placed on the appropriate step for his/her new position.

SECTION 14.3

Administrators receiving lay-off notice shall be reassigned to a vacant position in the District for which they are certified and qualified. The administrator shall be given seniority credit for service to the District from his/her original date of employment. Such credit must be consistent with the terms of the collective bargaining agreement in force for that position.

SECTION 14.4

Administrators will be recalled to a vacancy after the vacancy has been posted and administrators have the opportunity to transfer into the position per the provisions of Article 15.

Administrators on lay off will then be recalled based on reverse seniority. An administrator will be recalled only to a position in the job classification from which he/she was laid off or a job classification with less compensation.

An administrator 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 or to accept the recall to a position in his/her previous job classification will cause the forfeiture of his/her recall rights.

An administrator who returns from layoff will be returned to the step on the salary schedule to which he/she would have been assigned had he/she not been laid off.

An administrator laid-off will retain recall rights for three (3) years unless they resign.

ARTICLE 15 – VACANCIES AND TRANSFERS

SECTION 15.1

A vacancy for positions in the bargaining unit shall be posted for not less than ten (10) days prior to formally filling the position.

The Superintendent or designee may fill a position on an interim basis for a period not exceed one semester.

An administrator who transfers or is promoted to a new position within the AAA will retain their current step.

SECTION 15.2

Transfer shall mean the change of assignment or position within the bargaining unit.

All members of the bargaining unit shall have the right to seek a transfer by responding to posted vacancy notices

A member of the bargaining unit who requests to be considered for a posted vacancy and who does not receive the transfer shall be notified in writing by the Superintendent or designee.

SECTION 15.3

A principal or assistant principal may be transferred to another school by the Superintendent or designee. The Superintendent shall notify a principal or assistant principal of such transfer as soon as reasonably possible, but at least thirty (30) calendar days in advance, absent extraordinary circumstances.

Involuntary transfer-When an involuntary transfer occurs, it shall not be made until the employee has been given reasons in writing for such action and, at the employee's option, he/she has requested and received a meeting with the Superintendent to fully discuss the matter. Association representation can be requested.

ARTICLE 16 - ASSIGNMENT OF STAFF IN BUILDING

SECTION 16.1

An administrator shall be given the opportunity to interview and recommend potential staff members who may be assigned to the administrator's building or staff.

Prior written notice of this opportunity shall be provided by sending a notice to either the administrator's office or home.

SECTION 16.2

The building administrator shall determine the assignment and classroom for each staff member in the administrator's building in accordance with state law, Board policies, administrative directives, or applicable collective bargaining agreements.

ARTICLE 17 - PUPIL ASSIGNMENT

SECTION 17.1

The administrator of a school shall be responsible for the assignment of pupils to classes and rooms.

ARTICLE 18 - PROTECTION OF ADMINISTRATORS

SECTION 18.1

Administrators shall report in writing to the Superintendent or designee all cases involving serious abusive conduct, assaults, batteries, or threats suffered by them in connection with their employment. The administrator shall receive a written response from the Superintendent or designee within ten days.

In the event of damage from the course of the duties which occurs on school property, the District will cover the cost of repair or replacement of such personal property.

SECTION 18.2

If an administrator is charged in criminal or civil court because of action taken by the administrator while in proper pursuance of his/her duties as an administrator, the District will provide legal counsel for the administrator's defense.

SECTION 18.3

While the District will provide legal counsel for an administrator as provided in this agreement it is not the intention of the District to legally defend an administrator guilty of unlawful acts or guilty of violating District regulations or policy. Any administrator who is found guilty by a court of competent jurisdiction of having committed an unlawful act and/or an act in violation of District regulations or policy and who has been defended by legal counsel paid for by the District shall indemnify the District. This repayment shall not be paid while the judgment is under appeal. The payment shall be made within thirty (30) days of the court's decision if requested by the District. The Association will assist the District in obtaining repayment but shall not be held liable for the actual monetary repayment.

ARTICLE 19- FRINGE BENEFITS

SECTION 19.1 - Life Insurance/TSA

The District shall provide Group Term Life Insurance with accidental death and dismemberment benefits for present administrators. New administrators must be accepted as a risk by the carrier. The amount of insurance shall be \$75,000. The carrier shall be selected by the District and the group policy is subject to the terms of the carrier. Under all insurance policies, it shall be the duty of the administrator to apply for such coverage.

In addition, each administrator shall have an annual Board paid tax sheltered annuity in the amount of \$1,750.00 as of December 2020.

SECTION 19.2 - Long Term Disability (LTD) Insurance

For all persons covered by this agreement, the district agrees to pay one hundred percent (100%) of the cost of an income protection insurance policy which shall provide sixty-six and two-thirds percent (66-2/3%) of gross earnings, any amounts payable under Worker's Compensation Insurance and full disability benefits received from Social Security and Retirement Benefits limited by the express terms of an insurance policy in force in the school district. At the discretion of the Administrator, he/she may delay the start of the long term disability benefit to utilize all accumulated leave days in his/her leave bank.

The intent of the plan is to assure the employee a source of income from various sources equal to the 66 2/3% benefit. The LTD benefit shall continue until the administrator's return to work, death, or in the event the disabled administrator is 69 or older following the end of the qualifying period, the maximum benefit duration shall be one year. Eligibility for benefits after age 66 may be reduced in accordance with federal rules governing LTD insurance.

It is expressly understood by the Association and by the District that this LTD program is subject to the rules and policies of the underwriter.

The underwriter of this LTD program shall not be a party to this agreement and coverage is hereby limited to the availability of such coverage and rates as provided by the underwriter of this LTD program.

The District shall select the underwriter for LTD.

An employee shall return to work when he is certified by an appointed team of qualified physicians.

SECTION 19.3 - Hospitalization

The District will make full payment for administrators, their spouses and their dependent children for the health coverage as described in MESSA ABC Plan 1.

For the duration of this Agreement, the District will also contribute to a Health Savings Account (HSA) for each eligible administrator as follows: single subscribers - \$1,050 annually with monthly installments starting the first pay of the month beginning September through June; 2Person/Full family subscribers \$2,100 annually with monthly installments starting in the first pay of the month, September through June.

Administrators 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 their family if the coverage for these other members(s) is not included in the above.

If insurance premiums/deductibles increase or decrease, both parties will agree to reopen for possible adjustments to MESSA Plan.

Effective July 1, 2010, the District shall pay eighty percent (80%) of each administrator's annual health insurance cost provided through the District, which insurance coverage shall be the same as provided to the teacher bargaining unit. The administrator shall pay the remaining twenty (20%) of the annual insurance cost on a pre-tax basis via payroll deduction.

Option to Health Insurance Benefit

The District will provide a cash option to health insurance benefits. The cash amount as listed below will be for ten (10) months paid 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 administrator 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. Administrators will be allowed to split their monthly opt out cash payment between a 403.b account (as noted above) and their paycheck.

- 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 an administrator' FTE if it is less than full time.

AAA members requesting to opt out of health insurance may do so during the Open Enrollment period or within 30 days of a life event. Proof of coverage through another source must be presented.

SECTION 19.4 - Dental

The District shall provide dental benefits for each administrator and their eligible dependents, as follows:

- \$1,000 maximum per year, per person, plan which pays 100% of Class I preventative services and
- 90% of Class I restorative service,
- 90% of Class II (prosthodontic services)
- \$900 lifetime maximum per person Class III (orthodontic services).

The carrier will be selected by the District.

SECTION 19.5 - Optical

The District shall pay the full premium for optical benefits for each administrator and their eligible dependents. The carrier will be selected by the District.

SECTION 19.6 - Tax Sheltered Annuities (TSA)

The District agrees to make available to administrators investment in the tax sheltered annuities program (utilizing any of the several companies which presently have contracts with District employees). Any new TSA carrier must be approved by the District.

SECTION 19.7 – Professional Account

The District shall provide \$1,100 per administrator for payment of trade publications and resources. With the Superintendent's approval, the individual administrator may choose to spend this money in the following ways:

- a. Tuition and books for graduate coursework
- b. Workshops and conferences that grant SB CEU credits
- c. Technology and peripheral equipment related to the administrator's work responsibilities (Funding for technology use may only be used every three (3) years.

Requests may be made to the Superintendent/Designee to carryover funds.

SECTION 19.8 - Professional Conferences

The District shall provide funds for administrators to attend local or state professional conferences if finances permit and upon approval of the Superintendent or designee.

If available, funds shall also be allocated for no more than three (3) administrators to attend national educational conventions annually. With approval, other administrators may attend at their own expense.

Section 19.9 Paid Absences

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:

- A. Benefits received by the administrator from Avondale's Workers Compensation insurance in combination with payment by Avondale, shall not exceed the administrator's annual contract amount.
- B. Except for emergencies, absences may not be requested for days immediately preceding or following those times when children are absent from school for holidays, vacations, breaks, etc.
- C. Paid Leave Bank:
 - 1. Beginning with the 2024-2025 school year, an "initial" **Individual paid leave bank** balance will be established for each member.
 - 2. Twelve (12) paid leave days will be loaded into each member's individual **paid leave bank** at the beginning of each school year. Members hired after the start of the school year will have their initial twelve (12) paid leave days prorated.
 - 3. Unused paid leave days will accumulate without limitation.
 - 4. **Individual paid leave bank** = *Accumulated balance + 12 paid leave days added annually*
 - 5. Paid leave days for 100% pay may be used for the following reasons and within the set limits below:
 - **Personal leave** – up to four (4) days annually, or less if no bank balance remains. Unused personal leave days will roll over into the Individual Paid Leave Bank for the following year. No more than four (4) personal leave days may be used in any given year.
 - **Illness leave**– Eight (8) days annually, up to five (5) may be used for family illness as defined in the collective bargaining agreement. Paid leave days may accumulate without limitation. Unused illness days will roll over to the following year and be added to the Individual Paid Leave Bank. No more than five (5) family illness days may be used in any given year, regardless of paid leave balance.
 - a. **Example** – A member has a paid leave bank balance of 18 paid leave days to start the school year. The member could use 4 personal days, 5 family illness days and 9 personal illness days with no loss in pay.
 - b. **Example** – A member has a paid leave bank balance of 23 paid leave days as of the middle of the school year. The member has already used 16 personal illness days. The member would have only 7 paid leave days remaining to be used for up to four (4) personal leave or up to five (5) family illness days. For example, if the member used four (4) personal leave days out of the remaining 7 paid leave days, he or she would be limited to three (3) family illness days.

- **Family Illness Leave-** Up to five (5) consecutive days from the employees paid leave bank may be used for serious illness in the immediate family. However, additional days may be granted upon the approval of the Superintendent or designee.
 - Immediate family in this section will mean spouse, mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, daughter, son, daughter-in-law, son-in-law, grandmother, grandfather, grandchild, or other relatives living within the same household. For relatives not covered in this paragraph, the administrator may appeal to the Superintendent or designee. This decision of the Superintendent or designee is not grievable.
 - After three days for the same reason (not necessarily consecutive) the employee is expected to reach out to the Benefit Specialist to determine FMLA eligibility.
6. If a member does not use the maximum allowable personal leave or family illness days in a given school year, those unused paid leave days will accumulate solely as "paid leave days". A member shall not exceed the established number of personal leave days (4) or family illness days (5) in any given school year.
 7. Personal illness days used in excess of the member's **paid leave bank** balance will be paid at 75% of the member's daily rate until Long Term Disability begins after 180 calendar days.
 8. 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 at 100% of the member's salary.
 9. An established Paid Leave Committee made up of two (2) Association members and two (2) Administrators will review long term absences to determine eligibility for continued paid personal illness leave. In instances where there is a "tie", the Superintendent will cast the tie breaking vote.
 10. It is the member's responsibility to apply to the committee for one hundred (100) percent of pay through the Human Resources department in cases where they believe their pay will be reduced. It is recommended this be done at their earliest knowledge to help expedite this process. Application should be made using the District established forms. Applications must include requested documentation supporting the need for extended leave.
 11. The following paid leave days will be paid at 100% of the member's daily rate of pay up to the specified limits below and **will not count against** the paid leave bank:
 - **Traditional birth** – paid up to time specified in medical documentation, not to exceed six (6) consecutive weeks.
 - **Cesarean section birth** – paid up to time specified in medical documentation, not to exceed eight (8) consecutive weeks.
 - **Adoption leave** – paid up to time specified in court and/or agency documentation, not to exceed four (4) weeks.
 - **Parental leave** for bonding with new child within the first year of birth or adoption, not to exceed ten (10) consecutive workdays annually. Days must be used consecutively. 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.
 - **Bereavement leaves** – as defined in the collective bargaining agreement

12. Payout of Paid Leave Bank- Members will not be paid out for unused paid leave days if they have less than five (5) years of service in the District as of their last day of work. After five (5) years of service as of the last day of employment, members will be paid one hundred dollars (\$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.

13. Paid leave days will run concurrently to any approved FMLA leave.

D. **Bereavement Leave-** A maximum of five (5) bereavement days may be used for a death in the immediate family. The use of bereavement days will not reduce the number of paid leave days in the employee's paid leave bank. The administrator may use one (1) day to attend a funeral of a friend. The administrator may use up to three (3) days to attend the funeral of a relative not included in the above definition. The administrator may apply to the Superintendent or designee for additional days and permission to attend a funeral of a relative or friend not included in the above definition. Bereavement days do not roll over to subsequent years.

E. 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 administrator his/her regular contractual salary rate for these required Tribunal appearances, and the administrator, in turn, agrees to forward to the District any fees received for serving as Tribunal witness. Should the administrator not forward to the District (Human Resources 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 administrator 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 administrator, his/her agent, or members of his/her family or any agent, or members of his/her family and where the administrator, 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 administrator is a subpoenaed witness to a criminal act will be considered as a case wherein the administrator has no vested interest, except as provided in this Section above.

F. **Jury Duty** - Each administrator 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 administrator will be paid their regular salary. The administrator is expected to bring any compensation received for Jury Duty to the District Payroll office. The intention of this policy is to offset the daily compensation with any payment for Jury Duty. The administrator shall not receive both Jury Duty pay and their regular contract pay for the same period of time

G. **Military Leave-** Whenever an administrator 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 administrator will be paid the difference between his/her salary and the military salary.

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

- I. The District reserves the right to require an administrator 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.
- J. Proven abuse of the provisions of this Article will result in appropriate disciplinary actions, including discharge.
- K. An administrator with reasonable basis to believe another administrator is unable to perform his/her normal duties will meet with the administrator, Association President and/or Executive Director, and the appropriate central office administrator to discuss the situation. The District may at its expense require that the administrator provide a statement from the administrator's physician that the administrator is able to perform his/her normal duties with reasonable accommodations. A decision will then be made regarding a recommendation to the Superintendent as to whether to place the administrator on a paid leave.
- L. 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. Paid leave will run concurrently to FMLA leave including all leave days in the accumulated Paid Leave Bank held by the employee. Paid Leave will run concurrently to FMLA leave including all leave days in the accumulated Paid Leave Bank held by the employee.
- M. The district shall grant a total of one and a half (1.5) bonus days for each school year. Bonus days may be used without specificity by the Administrator. No more than three (3) administrators district-wide and one (1) administrator per building may utilize bonus days on the same day. Requests for bonus days must be made in writing to the Superintendent or his/her designee at least 48 hours before the use of the bonus day. Unused bonus days may be rolled over from one year to the next but the administrator may not use more than three (3) in any given year.

SECTION 19.11 - Advanced Degree Stipend

Any administrator with an advanced degree shall be entitled to an annual stipend. This stipend shall be \$1,300.00 per year for the Ed Specialist degree and \$1,800.00 per year for the Doctorate. The payment will be made the first pay date in December of each year.

SECTION 19.12 - Transportation Reimbursements

The District shall pay each Principal an annual transportation stipend of \$350, Assistant Principals an annual transportation stipend of \$175 and any Administrator shared between buildings an annual transportation stipend of \$500. The transportation stipend shall be paid on the last paycheck of the school year.

Additional mileage for travel to conferences may be submitted using the established mileage reimbursement process.

SECTION 19.13 - Early Childhood Care

For Association members hired into the bargaining unit before December 10, 2014, enrollment in any Avondale sponsored childcare or preschool programs for the dependent children of Association members will be free of charge. Association member's children who are not already residents of the district will be enrolled under this provision only if there is available space in the programs listed above.

For Association members hired into the bargaining unit after December 10, 2014, enrollment in any Avondale sponsored childcare or preschool programs for the dependent children of Association members will be at one-half (50%) of the normal charge.

SECTION 19.14 Professional Memberships

The District shall pay for memberships in the State and National Associations for all members of the association.

ARTICLE 20 - RETIREMENT COMPENSATION

SECTION 20.1

Any member of the Association hired on or after July 1, 2007 with five (5) years or more of service to the district and meets the retirement criteria/qualifications above will receive a payment of one hundred dollars (\$100) per year of service to the Avondale School District as an administrator. This is for bona fide retirement and does not apply to other separations.

ARTICLE 21 - GRIEVANCE PROCEDURE

SECTION 21.1 – Definitions:

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

A "party of interest" is the person or group of persons making the claim and the Superintendent, designee, or the District, depending upon the level reached in processing the grievance. The term "days" shall be interpreted as meaning working school days unless otherwise stipulated.

SECTION 21.2 - Purpose:

The primary purpose of the procedures set forth in this section is to secure, at the lowest level possible, equitable solutions to a stated grievance. Nothing contained herein shall be construed as limiting the right of any administrator, having filed a grievance, to discuss the matter informally with members of the central office 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 adjustments.

SECTION 21.3 – Structure:

The Association shall have an established grievance committee. The Deputy Superintendent is designated as the District's administrative representative for the Level One Procedure.

A committee, selected by the Superintendent, shall be designated as the District's representative for the Level Two procedure.

A grievance must be filed within twenty-one (21) calendar days after its occurrence. This time limit does not apply to a grievance based upon a claim of an inaccurate pay. The time limit will apply in the case of an alleged inaccurate payment from the date the payment for such service is received by the Association member so affected.

Actions taken by the district involving the layoff or recall of administrators shall not be grievable.

Non-renewal of administrator contracts for any reason other than just cause shall not be grievable.

SECTION 21.4 - Procedure:

Level One:

The Association member wishing to file a grievance shall first discuss the matter with his/her Association. If the Association concurs that a grievance exists, the grievance will be put in writing and shall be delivered to the Deputy Superintendent who shall schedule a Level One meeting to be held within five (5) days of receipt of said grievance. Participants in this meeting may include the Association representative, the grievant, and the Deputy Superintendent. The Deputy Superintendent shall make his/her decision known in writing to the grievant, the Association, and the Superintendent, within five (5) days of the Level One meeting.

Level Two:

In the event a solution to the grievance has not been satisfactorily achieved at Level One the grievant may forward the grievance, within five (5) days of receipt of the Level One decision, to the Superintendent. The Superintendent shall schedule a Level Two meeting within five (5) days of receipt of the grievance from Level One. Participants in this meeting may include the Superintendent, other central office administrators, Board of Education members, and a committee appointed by the Association. The Superintendent or the Association may also request the presence of the individual grievant at Level Two. The Superintendent shall make his/her decision known in writing to the grievant and the Association within five (5) days of the Level Two meeting.

Level Three:

The Level Three arbitration procedure is meant to be used for deciding disputes between the parties in the specific application or interpretation of items covered in this contract. Grievance dealing with any other subjects may not be submitted to arbitration.

Either the Association or the District may request arbitration of an unsettled grievance as defined above after Level Two. Such a request will be made by submitting to the other party a written statement detailing the dispute at issue.

The rights of either party to demand arbitration over an unadjusted grievance is limited to a period of ten (10) calendar days regarding the final action taken on such grievance by the Superintendent at Level Two in the grievance procedure.

The parties will attempt to select an arbitrator by mutual agreement. The arbitrator shall be an experienced, impartial, and disinterested person of recognized competence in the field of education or law. If the parties are unable to agree on an arbitrator within ten (10) days after receipt of notice requesting arbitration the arbitrator shall be selected by the American Arbitration Association in accordance with its rules.

SECTION 21.5

It shall be the function of the arbitrator except as his powers are limited in this section, to make a decision in cases of alleged violations of specific articles and sections of this Agreement.

The arbitrator shall have no power to add to, subtract from, alter, or modify any terms of this Agreement.

The arbitrator shall have no power to establish salary schedules.

The arbitrator shall rule only on the alleged misinterpretation or inequitable application of the terms of this Agreement.

The arbitrator shall have no power to change any practice, policy, or rule of the District, nor to substitute his judgment 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; and he/she shall 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.

In the event that a case is appealed to an arbitrator on which she has no power to rule, it shall be referred back to the parties without a decision of recommendation on its merit. There shall be no appeal from an arbitrator's decision if it is within the scope of his authority as set forth above. It shall be binding on the Association and the District.

SECTION 21.6

The expenses of the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the parties incurring them and neither party shall be responsible for the expense of witnesses called by the other.

SECTION 21.7

Any grievance filed while this agreement is in effect shall be processed to its conclusion.

SECTION 21.8

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant(s).

SECTION 21.9

Three (3) copies of all forms for filing grievances and other related documents shall be made; one for the grievant, one for the District, and one for the Association. The design and format for such forms shall be the responsibility of the Superintendent or designee. The Superintendent or designee shall be responsible for the maintenance and distribution of an adequate supply of such forms and documents to facilitate the operation of the procedures as set forth herein.

SECTION 21.10 - Rights to Representation:

The grievant may be represented at all meetings, hearing, steps, and states of the grievance by another Association member. The Association shall also have the right to be present and to state its views at all stages of grievance proceedings.

SECTION 21.11

A grievance may be withdrawn at any level without prejudice. If the grievance was filed as an individual grievance, the Association Grievance Committee may re-file the same grievance, naming the Association as grievant.

SECTION 21.12

When time limits have been exceeded, by either party at any level, then the grievance is considered resolved at the previous level in favor of the last party who reacted within the specified time limits. Grievances which are adjudicated and resolved because the time limits at a particular step were exceeded shall not be considered as establishing precedence on the merit of the alleged grievance.

SECTION 21.13

All information to be presented and used in the processing of a grievance shall be made available to both sides by the District and the Association.

SECTION 21.14

The District and the Association both recognize that the prime responsibility of the administrative staff of the Avondale School District is to facilitate the education of Avondale students. It is further recognized by both parties that interruptions in administrative supervision, the absence of administrative staff, or any deviation in planned routine may be deleterious to this education. In view of this, both parties agree that grievances will be processed outside of regular class time.

SECTION 21.15

When agreement is reached at Levels One, Two, or Three, the agreement shall be reduced to writing and both parties shall sign.

ARTICLE 22 - INFORMATION

SECTION 22.1

The District agrees to furnish, within a reasonable time, (not to exceed two weeks) verified and/or District approved information requested by the Association concerning finances of the District and all documents required under PERA as defined. Reasonable costs of preparing such information shall be borne by the Association.

ARTICLE 23 - USE OF BUILDINGS AND EQUIPMENT

SECTION 23.1

The Association may use school building facilities, including office machines and audio- visual equipment, for business activities, without charge, upon proper notification to the Superintendent's or designee's office, provided equipment and/or facilities are available. Any cost resulting from use of school buildings or equipment shall be borne by the Association.

ARTICLE 24 – USE OF INTER-SCHOOL MAIL

SECTION 24.1

The Association may use the interschool mail system.

ARTICLE 25 – VALIDITY OF AGREEMENT

SECTION 25.1

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment hereto.

SECTION 25.2

Should any article, section, or clause of this Agreement be declared invalid by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement, but the remaining articles, sections, and/or clauses shall remain in full force and effect for the duration of the Agreement.

SECTION 25.3

This Agreement shall supersede any rules or regulations or practices of the District which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary inconsistent terms contained in any individual bargaining unit member contracts heretofore in effect. All future individual bargaining unit member contracts shall be made expressly subject to the terms of this

Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the District.

SECTION 25.4

In accordance with Section 15 of the Public Employment Relations Act, MCL 423.215, this entire agreement or specific provisions of this agreement may be rejected, modified, or terminated by an emergency manager appointed under applicable law.

ARTICLE 26 - DURATION OF AGREEMENT

SECTION 26.1

This Agreement shall be effective pending Board of Education approval July 1, 2024 and shall remain in full force and effect until midnight, June 30, 2027.

SECTION 26.2

At least sixty (60) days prior to the termination of this Agreement, either party may give the other party written notice of its desire to terminate, modify, or amend this Agreement. Upon receipt of this notice, the parties will promptly make arrangements to commence negotiating a successor Agreement. In the event that neither party gives notice to the other of its intention to terminate, modify, or amend this Agreement at least sixty (60) days prior to the expiration date, then the Agreement shall automatically be extended on the same terms for another year, and similarly, from year to year thereafter with the same notification requirements.

ARTICLE 27 - DISTRIBUTION OF AGREEMENT

SECTION 27.1

The District shall prepare a final copy of this agreement. The approved agreement shall be posted on the District website under Transparency reporting.

ARTICLE 28 - ENTIRE AGREEMENT CLAUSE

SECTION 28.1

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 a Memorandum of Agreement which has been signed and dated by both parties, thereby becoming an amendment to this Agreement which is then final and binding on all administrators covered by this Contract, and on the District.

ARTICLE 29 - ASSOCIATION DAYS

SECTION 29.1

The AAA shall have a total of eight (8) work days annually, without loss of pay or leave days, for its officers to use on official AAA business.

SECTION 29.2

Should a member of the AAA hold an office in a state or national professional organization, the time away from his/her assignment in fulfilling his/her state or national professional obligations, with the approval of the Superintendent or designee, shall not be charged against the Association.

In the event the Superintendent or designee does not agree with the need for the absences, the administrator shall have the option of using his/her personal leave days.

ARTICLE 30 - PAYROLL DEDUCTIONS

SECTION 30.1

"Pay Schedule: Each administrator in the School District hired before December 10, 2014, shall receive his/her pay in twenty-six (26) equal installments on a biweekly basis. Each administrator will participate in the direct deposit payroll program offered by the District

Other than the High School Principal, who works a full year, pay for a new school year for administrators hired after December 10, 2014, shall begin no earlier than August 1st, and only after the Administrator has actually reported for work for the new school year. Current administrators hired before December 10, 2014, will work out with the Superintendent any pay issues that may arise should the administrator's employment be terminated in July or August of a school year and the administrator received pay before the beginning of his/her work year for the new school year."

SECTION 30.2

All authorization for payroll deductions will be made on appropriate forms and shall be available for such things as: 1) U.S. Savings Bonds; 2) Local United Foundation; 3) District approved Credit Union; 4) District approved Tax Sheltered Annuity carriers; and 5) Association dues.

ARTICLE 31 - MANAGEMENT RIGHTS

SECTION 31.1

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 of America, including, but without limiting, the generality of the foregoing, the right to

Executive management and administrative control of the school system and its properties and facilities, and the professional supervision and evaluation of its employees.

Hire all staff and, subject to the provisions of law and this Agreement to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to assign, promote, and transfer all such staff.

Establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, as deemed necessary and/or advisable by the Board.

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.

Determine, in cooperation with the professional staff, the class schedules, the hours of instruction, the duties and responsibilities of administrators, teachers, and non-teaching staff, and the terms and conditions of employment which are not specifically covered in this Agreement.

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 shall be the exclusive right of the District.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States of America, and orders of courts of competent jurisdiction.

ARTICLE 32 - NO STRIKE CLAUSE

SECTION 32.1

The Association agrees that during the term of this Agreement its members, 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 their employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, and/or obligations of employment. A strike shall be defined so as to include slowdowns, boycotts, picketing, work stoppage of any kind, including mass sickness, sanctions, and other connected or concerted activities having the effect of interrupting or interfering with the normal school day for students and/or other District school employees.

SECTION 32.2

The Association will not support the action of any AAA administrator taken in violation of this Article.

SECTION 32.3

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

SECTION 32.4

The District will not refuse any administrator the right to enter his/her regularly-assigned building and to perform his regularly-assigned duties nor will it withhold pay once said duties are performed, provided the administrator is not striking or engaged in any strike activity as defined above.

ARTICLE 33 – SALARY SCHEDULE

Salary will be assigned from the salary schedule within the appropriate positions and steps based upon year(s) in the position.

SECTION 33.1 - AAA Administrative Experience Pay

Administrators shall receive AAA Administrative experience pay as per the following guidelines:

If the administrator falls within one of the following categories for years of administrative service to the District, the administrator will receive a yearly payment in the amount specified.

Years of services:

5 - 9	\$1,050 Years of service
10 – 14	\$1,550 Years of services
15 - 19	\$2,050 Years of services
20+	\$2,550

This one-time yearly AAA administrative experience payment shall be made to administrators on the first pay date in December of each school year.

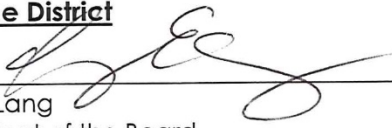
Section 33.2

One step increases shall be awarded at the beginning of the 2024-2025, 2025-2026 and 2026-2027 school years for all AAA members that were employed in Avondale during the preceding school year.

AAA SALARY SCHEDULE- EFFECTIVE FISCAL YEAR 2025																	
CLASSIFICATION	HIRE	0.5	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8
High School Principal	112,664	114,355	116,070	117,811	119,579	121,373	123,194	125,041	126,917	128,820	130,753	132,713	134,705	136,725	138,775	140,857	142,970
Middle School Principal	104,342	105,908	107,496	109,108	110,745	112,407	114,093	115,805	117,542	119,304	121,094	122,910	124,754	126,626	128,525	130,453	132,410
Elementary Principal	101,221	102,740	104,280	105,845	107,433	109,045	110,680	112,340	114,025	115,736	117,472	119,234	121,022	122,837	124,680	126,550	128,448
Assistant Principal H.S	100,181	101,684	103,209	104,757	106,328	107,923	109,542	111,184	112,851	114,544	116,263	118,006	119,777	121,574	123,398	125,249	127,128
Assistant Principal M.S.	97,060	98,516	99,995	101,495	103,017	104,561	106,131	107,722	109,338	110,978	112,642	114,332	116,048	117,788	119,555	121,348	123,168


ARTICLE 34 – SIGNATURES

For the District


Terry Lang
President of the Board

9/12/24

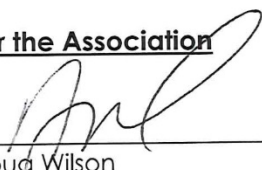
Date


James V. Schwarz
Superintendent of Schools

9-16-24

Date

For the Association


Doug Wilson
President

9/12/24

Date