

MASTER AGREEMENT

2009 - 2010

AVONDALE SCHOOL DISTRICT

AND

**AVONDALE PARA EDUCATORS
ASSOCIATION, MEA/NEA**

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AVONDALE BOARD OF EDUCATION

AND

AVONDALE PARA EDUCATORS ASSOCIATION, MEA/NEA

This Agreement entered into for a period beginning July 1, 2009 and terminating June 30, 2010 by and between the Avondale Board of Education of Auburn Hills, Michigan, hereinafter called "District" or "Board", and AVPE/Avondale Para Educators Association, hereinafter called "Association" or "AVPE".

WITNESSETH

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

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

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

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

ARTICLE 1 - RECOGNITION

Section 1.1

The District hereby recognizes AVPE/MEA/NEA as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965 for all regularly employed special education para educators, Special Needs para educators, AIM para educators, Title 1 para educators, media para educators, hall monitor para educators, in-house suspension para educators, classroom para educators and media managers. Excluded personnel will be limited to substitute employees and temporary employees.

A temporary employee will be defined as an employee hired for less than forty (40) days to perform a specific job function, but not to replace an employee or to avoid hiring an employee. The District will notify the Association President, in writing, when a temporary employee is hired. The notice will include the name of the employee, general duties and the expected duration of the assignment.

A substitute employee may be employed for a period up to six (6) months should a regular para educator be ill or disabled, but whose recovery is expected within that six (6) month period.

All personnel represented by AVPE in the above defined bargaining unit will, unless otherwise indicated, hereinafter be referred to as "para educators/employees" and reference to female personnel will include male personnel.

Section 1.2

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

Section 1.3

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

ARTICLE 2 - ASSOCIATION RIGHTS

Section 2.1

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

Section 2.2

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

beginning in September. Any extra cost which may be incurred by the District for custodial service will be reimbursed by the Association.

Section 2.3

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

Section 2.4

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

Section 2.5

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

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

ARTICLE 3 - MEMBERSHIP AND DUES DEDUCTION

Section 3.1

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

Section 3.2

On or about the fifteenth (15th) day of August of each school year, the Association will notify the District of the amount of the annual dues and assessments payable by non-members pursuant to Section 10(1)(c) and (2) of the Public Employment Relations Act.

The District will thereupon deduct such amounts in seventeen (17) equal installments, as nearly as may be possible, from the paychecks of each employee, and promptly pay such amount to the Association. Upon remitting such amounts, the District will have no further liability or responsibility.

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

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

Section 3.3

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

Section 3.4

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

Section 3.5

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

Section 3.6

The District will provide the Association with a list of dues, assessments, and voluntary PAC contributions being deducted shortly after the first payroll. These dues, assessments and voluntary PAC contributions will be remitted to the Association within seven (7) calendar days after the deduction. The District will furnish the Association monthly at the Association Uniserv office the name and building assignment of any employees hired, terminated or otherwise removed from the payroll.

ARTICLE 4 - EMPLOYEE RIGHTS

Section 4.1

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

Section 4.2

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

Section 4.3

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

Section 4.4

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

Section 4.5

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

Section 4.6

Para educators are entitled to work in a safe, secure, and non-threatening environment.

ARTICLE 5 - CONTINUITY OF OPERATION

Section 5.1

If the District, through the Superintendent or designee, determines that schools or other District buildings, due to inclement weather or other emergencies, are to be closed, then the employees will not be expected to report to their assignment or to a designated

location, and will not lose any pay. If schools and/or other District buildings are closed early due to inclement weather or other emergencies, employees will be free to leave immediately after students are dismissed, and will not lose any pay. Administrators in buildings without students will dismiss AVPE members within fifteen (15) minutes of the time all K-12 students have vacated District buildings.

If cancelled days and/or instructional hours need to be rescheduled to arrive at the annual instructional minimum required by law, it is understood that the para educators shall not receive any additional compensation for the rescheduled days.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

Section 6.1

The employees and members of their negotiating team agree that during the term of this Agreement, they will not engage in or encourage strikes, the stoppage of work, or the absence in whole or in part from the full, faithful, and proper performance of the duties of their employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, and/or obligations of employment. A strike will be defined by Public Act 379.

Section 6.2

Violation of Section 6.1 may result in discipline.

Section 6.3

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

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 7.1.

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

Section 7.2

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

Section 7.3

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

Section 7.4

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

Section 7.5

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

Section 7.6

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

Section 7.7 - Structure

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

Section 7.8 – Procedure

- A. Step One - **(IMMEDIATE SUPERVISOR, WRITTEN)** If the alleged grievance cannot be settled informally with the employee's immediate supervisor, then the employee will reduce the grievance to writing (see Appendix C). Within five (5) days of the receipt of the grievance, the supervisor will schedule a meeting with the employee and the Association Representative at a time and place agreeable to the participants. After the meeting and within five (5) days, the supervisor will put in writing on the appropriate form (see Appendix C), his/her decision. If the employee and the Association do not accept the decision of the supervisor, then they will make this decision known within five (5) days of the receipt of the decision from the supervisor and forward it to Step Two.
- B. Step Two - **(SUPERINTENDENT/DESIGNEE, WRITTEN)** Upon receipt of the grievance from Step One, the Superintendent/designee will, within ten (10) days, schedule a meeting with the employee and the Association Representative at a time and place agreeable to the participants. Members of the administration who may be involved in the alleged grievance may also be in attendance at the request of either party. Within ten (10) days of this meeting the Superintendent/designee will make his decision known to the Association. If the decision is not acceptable by the Association, then the grievance may be forwarded to Step Three.
- C. Step Three - **(ARBITRATION - WRITTEN)** If the grievance is still not settled, the Association may, within fifteen (15) days after the Superintendent/designee's answer, submit the grievance to arbitration. The rules of the American Arbitration

Association will govern the filing of the demand for arbitration, the selection of the arbitrator, and the conducting of the hearing, and all other matters surrounding the arbitration process. The cost for the services of the arbitrator, including per diem expenses, and the American Arbitration Association filing fees will be borne equally by the District and AVPE. All other expenses will be borne by the parties incurring them; and neither party will be responsible for the expense of witnesses called by the other, except the grievant(s), grievance committee members, and Association member(s) who are witnesses involved in the grievance will be released without loss of pay to participate in the arbitration hearing. The decision of the arbitrator will be final and binding on the District, AVPE, and employee.

Section 7.9 - Miscellaneous Provisions

- A. There will be no reprisals by either party taken against any party by reason of participation in a grievance procedure.
- B. A grievance may be withdrawn at any step, but that same grievance will not be filed again.
- C. Probationary employees may file grievances, but do not have the right to grieve their discharge.
- D. Should the time limits be exceeded by either party, then the grievance will be considered settled at the previous step. By this, it is meant that should a grievance not be forwarded by the employee and the Association to the next step within the prescribed time limits, then the grievance is considered settled as resolved by the administrative representative at that previous step. Should the administrative representative not respond within the prescribed time limits, then the grievance will be considered settled at the previous step in favor of the employee and the Association.
- E. Time limits may be waived by mutual agreement.
- F. All hearings at levels one, and two, will be held within ten (10) days from the date the hearing is set or fifteen (15) days after receipt of the grievance or grievance appeal by the appropriate administrator unless a later date is agreed to by the parties.
- G. Any step of the grievance procedure may be waived by the parties.
- H. An Association grievance affecting two or more buildings should start at Step Two if the issue is the same in each building.
- I. A grievance for an action taken by other than the employee's immediate supervisor will be filed at Step Two.

ARTICLE 8 - MANAGEMENT RIGHTS

Section 8.1

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

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

Section 8.2

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

Section 8.3

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

ARTICLE 9 - SENIORITY, PROBATION, TRANSFERS, VACANCIES, PROMOTIONS, LAYOFF AND RECALL RIGHTS

SENIORITY

Section 9.1

Seniority for new bargaining unit employees will be the length of uninterrupted service from the date of hire as a para educator. Interrupted service will be defined as an absence

from work of twenty (20) days or longer during which the employee receives no pay from the District.

Section 9.2

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

Section 9.3

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

Section 9.4

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

Section 9.5

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

Section 9.6

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

PROBATION

Section 9.7

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

The superintendent or designee may extend the probationary period for the length of absences.

Section 9.8

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

Section 9.9

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

Section 9.10

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

TRANSFER

Section 9.11

A transfer is any change in a job within the Bargaining Unit. Voluntary transfer to a vacant Bargaining Unit position will be granted to the AVPE applicant with the greatest seniority, first among those members in the affected classification, and who meets the necessary qualifications as set forth in the job description for the position. Involuntary transfers not specifically controlled by Section 9.21 through 9.25 will be given to the least senior employee who meets the necessary qualification as set forth by the job description for the position.

In order to comply with Section 1119 of the Elementary and Secondary Education Act (ESEA) also known as the No Child Left Behind Act (NCLB), Title 1 para educators will be required to be “highly qualified” in compliance with State and Federal Regulations.

Section 9.12

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

Section 9.13

All bargaining unit vacancies and promotions will be filled by bargaining unit members when qualified members apply for the positions. All employees are encouraged to train and prepare for promotional opportunities.

Section 9.14

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

Section 9.15

No vacancy will be filled until such vacancy will have been posted for at least five (5) days. The only exception will be in case of an emergency and then the vacancy will be filled only on a temporary basis for two (2) weeks only.

Section 9.16

A vacancy is an unfilled position.

Section 9.17

Any employee may apply for such vacancy. An applicant with less seniority in the system will not be awarded such position unless a more senior applicant is not qualified for the position. Seniority will be defined in Sections 9.1 and 9.2.

Section 9.18

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

Layoff and Recall**Section 9.19**

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

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

assignment of an employee(s). Temporary employees will be terminated prior to a layoff or an assignment reduction of bargaining unit members.

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

Layoff shall be done by classification. The five (5) classifications are:

- A. Special Education, AIM, and Classroom para educators
- B. Title 1 para educators
- C. Media Center managers and para educators
- D. Hall monitor para educators and in-house suspension para educators
- E. Special Needs

Section 9.20

Employees given lay-off notices will be given an opportunity in seniority order to take a vacant position following the posting procedures. If such vacancy is not available, the laid off employees may displace the least senior bargaining unit employee within their classification, displace the least senior bargaining unit employee within the entire bargaining unit, or take the layoff. Para educators whose positions have been eliminated but have enough seniority to maintain employment will be considered as displaced para educators. These displaced members will have the right of first return to their classifications for the next two (2) years.

Section 9.21

Employees laid off will maintain recall rights for three (3) years. Recall will be by written notice of at least two (2) weeks. The recall will be in order of most senior employee being recalled first, provided the employee meets the qualifications for the position.

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

Section 9.22

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

Section 9.23

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

The employee will first displace the least senior employee in her/his present classification. If the displacing would result in a change for the returning employee from his/her current full-time to part-time status, then the returning employee may displace the next least senior full-time employee. If no full or part time employee in her/his classification can be displaced, then s/he will displace the least senior employee in any classification for which s/he is qualified.

For an employee recalled to the same classification after a lay off of one (1) or more years, the District agrees to give the employee not less than sixty (60) work days nor more than one hundred twenty (120) work days to qualify for such new assignment. Any expense incurred for training the employee under this Section will be paid by the District.

Section 9.24

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

ARTICLE 10 - DISCHARGE AND DEMOTION

Section 10.1

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

Section 10.2

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

- A. Before disciplining, reprimanding, or investigating an employee, the administrator conducting same will advise the employee of his/her right to Association representation. If the employee desires an Association representative present at any stage of the meeting, the meeting will be delayed until the representative is present.

- B. In the absence of a request for representation by an employee, an administrator may request the attendance of an Association representative.
- C. Whenever requested by either an employee or an administrator, the Association representative will be available.
- D. Disciplining, or the reprimanding of an employee, will be construed to mean a formal, oral/written report of the incident or infraction. An administrator may speak to an employee regarding delinquency in professional performance without putting the infraction in writing.
- E. A policy of progressive discipline will be followed which normally includes a verbal reprimand, a written reprimand, suspension and discharge. However, any disciplinary action taken against employees will be appropriate to the behavior which precipitated said action.
- F. In imposing discipline on a current charge, the Board will not take into account any infraction which occurred more than eighteen (18) months previously. Exceptions to this condition may be mutually agreed upon. Criminal sexual conduct, substance abuse, and physical force are not subject to the eighteen (18) month limitation. The Association will be involved at the first knowledge of the criminal sexual misconduct, substance abuse, and physical force.
- G. The District agrees that upon the discipline/reprimand in writing, suspension, demotion, or discharge of any member it will notify the Association in writing.
- H. The employee being disciplined will be allowed to discuss the problems with the Association representative and the District will make available a private area where they may do so before the employee is required to leave the property of the District. Upon request the administrator will discuss the problem with the employee and the Association representative.
- I. Nothing contained in the above paragraphs will prevent an administrator from exercising his/her normal administrative and supervisory duties. An administrator will at all times be free to discuss and talk to employees regarding their performance.

ARTICLE 11 - RESIGNATION

Section 11.1

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

Section 11.2

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

ARTICLE 12 - HOURS OF WORK**Section 12.1**

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

Section 12.2

Time and one-half (1 1/2) will be paid for all work in excess of forty (40) hours in any one week. Double time will be paid for all work performed on Sunday and holidays. The pay will be in the form of additional salary or compensatory time off as per the above formula. All overtime must be with the knowledge and authorization of a supervisor at the time the overtime is scheduled. The employee and supervisor will agree as to the form and schedule of payment at the time of authorization. If no agreement can be achieved, the pay will be additional salary.

ARTICLE 13 – COMPENSATION AND HOLIDAYS**Section 13.1**

The salary schedule of para educators covered by this Agreement is set forth in Appendix A, which is attached to and incorporated into this Agreement. The Appendix A Salary Schedule increases above the previous year's schedule are: members on the salary steps will receive one step increase. Members who are already on the top step will receive a 0.5% off schedule payment in the first check of September 2009 and an additional 0.5% off schedule payment in the first check of February 2010.

Section 13.2

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

Section 13.3

Para educators will be scheduled to work the same work days as the teachers during the school year. Media Center para educators will work an additional twelve (12) days during their work year. Media Center managers will work an additional twenty (20) days during their work year. Para educators shall also be paid for the days listed below:

- Friday before Labor Day
- Labor Day
- Wednesday before Thanksgiving
- Thanksgiving Day
- Friday after Thanksgiving
- December 25
- New Year's Day
- Martin Luther King Jr. Birthday Observance
- Good Friday
- Memorial Day

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

Section 13.4

All new employees will start on the probationary step.

Section 13.5

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

Section 13.6

The employee will participate in the direct deposit payroll program provided by the District using the services of Automated Clearing House (ACH). This program will allow the employee to select up to four (4) US banks, credit unions, or savings and loan institutions which participate in ACH transactions for deposit of payroll. The District will not charge the employee for this service. Amendments may be made to the employee's designation of the amount and destination of the deposit at anytime.

The District will convey the information to the effect the ACH deposit by the scheduled paydate.

Section 13.7

Media Center Manager will be paid six dollars and fifty cents (\$6.50) per hour more than their step on the salary schedule.

Section 13.8

Non-probationary para educators who possess at least an Associates Degree shall receive an additional amount of one dollar and twenty-five cents (\$1.25) per hour. Non-

probationary para educators who have not received an Associates Degree, but have been certified through Oakland Schools, passed the Workkeys Test prior to June 1, 2006, or possess Library Technical certification will receive only an additional amount of one dollar (\$1.00) per hour.

ARTICLE 14 - PAID ABSENCES

Section 14.1

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 14.2

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

Section 14.3

Other absences with the knowledge of the employee's immediate supervisor up to and including four (4) personal business days a year will not result in a reduction in an employee's salary. Personal business is defined as that activity which could not be acted upon except during school hours. The use of personal business days immediately before and/or after a holiday or a recess period for travel or to otherwise extend the holiday or recess period is specifically prohibited. The period of absence without loss of pay may be extended beyond three (3) days for such occurrence upon the approval of the Superintendent. The Superintendent's decisions relative to such extension of paid absence is not grievable.

Section 14.4

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

Section 14.5

A maximum of five (5) bereavement days may be used for a death in the immediate family, as defined in Section 14.4. One day will be granted to attend the funeral of a friend or relative not covered in Section 14.4. However, additional days may be granted upon approval of the Superintendent or designee.

Section 14.6

Jury and court leave: Each employee will be excused from her/his regular assigned duties for required jury duty or the attendance at any court or administrative agency pursuant to subpoenas, provided she did not initiate or is not a party to the action. She/he will be paid her/his regular salary, and any funds received for appearance in court or before an administrative agency relating from being subpoenaed will be paid to the Avondale School District. The District will automatically deduct fifteen dollars (\$15.00) [full day] or seven dollars and fifty cents (\$7.50) [half day] from his/her normal salary for each day the employee serves as juror. The deduction will be taken on the 30th calendar day of the reported jury duty absence.

Section 14.7

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

Section 14.8

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

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

Section 14.9

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

Section 14.10

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

Section 14.11

After one (1) year of service, an employee may use up to four (4) weeks of personal paid sick leave for the adoption of a child. The time can be used after the employee takes custody of the subject child, or before taking custody if the adoption agency requires the employee to be with the child before the child is placed or if travel is necessary to secure the child. The District may request verification of precustody requirements.

Section 14.12

Bonus Day Incentive Program:

- A. An employee who used one or fewer sick leave days, per Sections 14.2 and 14.4, during the school year will be entitled to two (2) incentive days to be used during the subsequent school year without restrictions. An employee who used only two sick leave days, per Sections 14.2 and 14.4 during the school year will be entitled to one (1) incentive day to be used during the subsequent school year without restrictions.
- B. An incentive day may be used without specificity by any para educators in a regularly assigned position. Application must be made at least two (2) days prior to the day of leave except in cases of emergency.
- C. Not more than six (6) employees will be excused under this section on any given day district-wide. Priority will be established by date of receipt of request by the Department of Human Resources.

ARTICLE 15 - LEAVES OF ABSENCE WITHOUT PAY

Section 15.1

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

Section 15.2

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

Section 15.3

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

Section 15.4

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

Section 15.5

An employee will be returned to a position within her/his classification at the conclusion of her/his leave providing there is a position held by an employee with less seniority for which she is qualified. Should there be no position, the leave will be extended until there is a vacancy, not to exceed three (3) years.

Section 15.6

Military leaves of absence will be granted to any employee who is inducted for military duty or is reactivated into duty with any branch of the armed forces of the United States. Salary, seniority, and re-employment rights will be handled as per federal and state laws.

Section 15.7

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

Section 15.8

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

ARTICLE 16 - SEVERANCE PAY & RETIREMENT**Section 16.1**

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

Section 16.2

There will be no mandatory retirement age.

Section 16.3

A member who retires, resigns after ten (10) years of service, or dies with at least ten (10) years of service will be compensated for all unused sick leave days in excess of forty (40) at the rate of twenty dollars (\$20.00) per day to the maximum amount of one hundred (100) days. This payment will be paid on the last regular paycheck the member receives.

ARTICLE 17 - INSURANCE

Section 17.1

The District is not responsible for solicitation of employees for insurance and other benefits. The District will provide application forms and explanatory information available for all employees and will review all insurance coverage and other benefits with new hires within five (5) days of beginning work. The applications and explanatory information will be available upon request. Mutual exceptions are permissive.

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

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

It is the employee's responsibility to notify the District if any person covered by the District paid insurance is no longer eligible for the insurance. By way of example, this could result from a divorce, death of a spouse, or child or the child is no longer dependent on the employee. The employee shall notify the Benefits Office, in writing, within thirty (30) calendar days of the change. Failure to do so may cause the employee to reimburse the District for the added expenses of providing insurance to an ineligible person. The District will send a notice to all employees at the beginning of each semester reminding the employee of their responsibility to notify the District of any change and the possible consequences of not providing said notice

Group Term Life Insurance

Section 17.2

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

Long Term Disability

Section 17.3

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

from various sources equal to the 66 2/3 percent benefit. However, the amount of offset for social security benefits, once determined, will not be increased by any future increase in social security benefits. The LTD benefit will continue until the employee returns to work, death, or to age 70. Eligibility for benefits from age 66 through 70 may be reduced in accord with federal rules governing LTD. The plan will cover nervous and mental disorder and alcohol and drug disorders like any other illness.

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

- B. An employee may use leave days during waiting period.
- C. It is expressly understood by the AVPE and by the District that this LTD plan is subject to the rules and policies of the underwriter.
- D. The underwriter of this LTD plan will not be party to this agreement and coverages and rates are hereby limited to the availability of such coverages and rates as provided by the underwriter of this LTD plan.
- E. The District will select the underwriter for LTD.
- F. An employee may return to work when she is certified by an appointed team of qualified physicians.

Section 17.4 Dental/Optical Coverage

- A. The District shall establish a Dental/Optical Fund in the amount of \$20,000 for each school year.
- B. Employees wishing to participate in this program will pick up a dental/optical form from their school office or the Director of Fiscal operations' Office prior to treatment or examination.
- C. All requests for reimbursement from July 1 through June 30 must be received no later than July 10. Reimbursement checks will be given during July/August. Should the total approved bills be submitted during the course of the school year exceed the amount in the fund, then the reimbursement will be prorated. Co-payments from another dental/optical plan are eligible for submission.
- D. Coverage under this Section is limited to husband, wife, and dependent children. Only two (2) cleanings are allowed per year. Only one complete set of x-rays is allowed per year. Bleachings, implants and veneers will not be covered. The maximum for orthodontics is one hundred dollars (\$100.00) per year. Only one

optical exam is permitted per year. Only one claim for a set of glasses or set of contacts is permitted per year. The maximum for optical frames is one hundred dollars (\$100.00) per year. The amount of reimbursement under this Section is limited to fifteen hundred dollars (\$1,500.00) per year per individual for whom the claim is filed

WORKERS' COMPENSATION

Section 17.5

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

Section 17.6

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

Section 17.7

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

ARTICLE 18 - NEGOTIATION PROCEDURES

Section 18.1

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

Section 18.2

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

and to make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

Section 18.3

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

Section 18.4

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

Section 18.5

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

Section 18.6

The Association and the District acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the District and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 18.7

The parties agree that at the request of either party they will commence negotiation to modify or change this agreement as may be required or desirable because of changes in the school code or other state law enacted by the Michigan Legislature.

Section 18.8

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

ARTICLE 19 - MISCELLANEOUS PROVISIONS

Section 19.1

This Agreement will supersede any rules, regulations, practices, or past practices of the Board which will be contrary to or inconsistent with its terms. It will likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in

effect. The provisions of the Agreement will be incorporated into and be considered part of the established policies of the Board.

Section 19.2

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

Section 19.3

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

Section 19.4

Because every building has problems unique to itself due to facilities, personnel, and the public, the involved employees are encouraged to jointly develop solutions to these problems which are not inconsistent with state law, school board policy, or the terms of this Agreement. The Association agrees that in expecting its members to conduct themselves in all aspects of their job responsibilities and employment in an ethical and proper manner, it will exert all reasonable effort to rectify any action or attitude of any para educator which may be considered to be improper or unethical.

Section 19.5

The employer will provide in-service training each year. The employees will be released from regular duties without loss of pay or leave time to participate in the in-service. The Association will be consulted for ideas.

Section 19.6

The District will provide the employees a properly furnished lunch room for their use. At the Administration Building office machines will not be placed in the lunch room.

Section 19.7

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

Section 19.8

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

Section 19.9

Taking and passing the Workkeys Test or submitting a portfolio can fulfill the requirements of the No Child Left Behind Act (20 USC 6319(c)).

The parties establish the district-wide Para Educator Portfolio Review Committee (PEPRC). The PEPRC shall be composed of four (4) members; one (1) administrator appointed by the Superintendent, two (2) para educators appointed by the Association and one (1) teacher agreed upon by the Superintendent and the Association President. The PEPRC shall make a determination whether a para educator has become “qualified” through the portfolio method.

An individual portfolio shall be completed by the para educator in consultation with his/her qualified colleague. A qualified colleague can be a qualified para educator, teacher, or administrator. The para educator shall be deemed qualified if he/she meets the required sixty (60) portfolio points on the approved forms.

The portfolio assessment shall be conducted by the PEPRC using the Guidelines for the Michigan Paraprofessional Portfolio Assessment. If the PEPRC fails to indicate that competency has been demonstrated by the portfolio, the PEPRC will indicate how the portfolio must be improved in order to demonstrate competency. A para educator may resubmit his/her revised portfolio until competency is demonstrated.

Section 19.10

If a para educator has been determined by another school district or by the Michigan Department of Education as meeting the requirements of (20 USC 6319(c) then she/he shall be considered by the District as meeting the requirements.

Section 19.11

For current para educators electing to meet the requirements of (20 USC 6319(c) through an academic assessment, training shall be provided and paid by the District at the employees regular hourly rate.

Section 19.12

An employee subject to the requirements of (20 USC 6319(c) who is unable to meet the requirements by the deadline established by law shall be laid off by the District with recall rights to another bargaining unit position.

ARTICLE 20 - EMPLOYEE EVALUATION

Section 20.1

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

Section 20.2

Every employee will, during regular business hours, be permitted to review all files dealing with his/her employment. Every employee has the right to have an Association representative present while reviewing his/her files. It is understood that all evaluations

hereinafter placed in an employee's personnel file will be dated and signed by the author. A copy of all evaluations thus entered into an employee's personnel file will be furnished to the individual evaluated.

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

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

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

Section 20.3

Evaluations will be conducted by the employee's supervisor.

Section 20.4

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

Section 20.5

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

Section 20.6

If an employee is not provided the evaluation report in the time limit set forth in Sections 20.4 and 20.5 above, it will be considered as being evidence that the employee's performance is above average.

Section 20.7

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

Section 20.8

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

Section 20.9

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 20.10

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

Section 20.11

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

ARTICLE 21 – SPECIAL NEEDS**Section 21.1**

The additional qualification for this Classification is the willingness to be trained for the performance of medical procedures for students. Any student who requires a medical procedure must be assigned a Special Needs para educator. There must be at least two Special Needs para educators district-wide, one for each affected student and one additional as a backup. Positions will only be posted for Special Needs para educators in order to provide the minimum coverage necessary.

Section 21.2

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

Section 21.3

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

Section 21.4

The district will provide liability insurance which covers all persons involved in implementing these procedures. A specific statement of insurance coverage from the district's insurer will be provided to the Association upon request. The Board will provide reasonable legal assistance in case of any lawsuits, per Section 4.4 of the Master Agreement.

Section 21.5

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

Section 21.6

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

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

ARTICLE 22 - DURATION

This agreement will be effective as of July 1, 2009, and will continue to be in effect until the 30th day of June, 2010. This Agreement will not be extended orally and it is expressly understood that it will expire on the date indicated. If neither party gives written notice to the other of a desire to reopen this agreement at least ninety (90) days prior to the expiration date, this agreement will automatically be extended for one (1) additional year.

ARTICLE 23 - SIGNATURES

FOR THE DISTRICT

President of the Board of Education

Cynthia Tischer

Superintendent of Schools

George Heitsch, PhD

FOR THE ASSOCIATION

President

Peggy McConnell

Executive Director

James F. Munroe

AVPE BARGAINING TEAM

Peggy McConnell
Sherry Brocklebank
Sue Coyle
James F. Munroe

ASD BARGAINING TEAM

George Heitsch
John Petitto

**APPENDIX A – SALARY SCHEDULE
2009/10**

Step	
0	\$10.72
1	\$10.94
2	\$11.17
3	\$11.39
4	\$11.61
5	\$11.80
6	\$11.99
7	\$12.17
8	\$12.36
9	\$12.55
10	\$12.80

Para educators will advance on the salary schedule each July 1.

APPENDIX B - LONGEVITY

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

After ten (10) years of service \$300.00

After fifteen (15) years of service \$400.00

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

02/04/01

MEMORANDUM OF AGREEMENT

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

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

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

For the Association

For the Board

President

Superintendent

Date: _____

Date: _____

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on sick leave	19	defined	13	school closing	
overtime	17	insurance benefits	14	inclement weather	6
overtime pay	17	recall rights	14	seniority	
salary schedule	33	leave days		defined	10
contract		adoption	20	list	11
duration	31	death in immediate family	19	lottery	11
discharge		family medical	20	on LTD	11
just cause	15	immediate family illness	19	on unpaid leave of absence	11
discipline		jury/court	20	rank	11
association representation	15	personal business	19	severance pay	22
policy of progressive		leave of absence		sick leave	
discipline	16	paid		abuse	20
dues deduction	4	attendance incentive		substitute employee	3
PAC	5	program	21	teacher	
evaluation		leaves without pay	21	complaint against	6
challenged	29	childcare	21	temporary employee	
electronic monitoring	28	family illness	22	defined	2
post evaluation conference	29	family medical leave	22	transfer	
probationary employee	29	illness	21	defined	12
grievance		military	22	trial period	13
defined	7	public office	21	vacancy	
filing	8	return from leave	22	by bargaining unit members	
hearings	8	loss of time	6	defined	12
step one	8	lunch	17	description from Board	13
step three - arbitration	8	mail		posting	13
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