

MASTER AGREEMENT

between

**AVONDALE
ADMINISTRATORS
ASSOCIATION**

and

AVONDALE SCHOOL DISTRICT

July 1, 2010 - June 30, 2012

Master Agreement between 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:

- 2.1.1 District shall mean the Avondale School District and/or its designated agents.
- 2.1.2 ASD shall mean Avondale School District.
- 2.1.3 Association shall mean the Avondale Administrators Association (AAA).
- 2.1.4 Administrators shall mean any member of the bargaining unit.
- 2.1.5 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 - DUES CHECKOFF

SECTION 4.1

For those members of the AAA who wish to have payroll deductions for their membership dues, initiation fees, special assessments, or service fees, a copy of the administrator's authorization for this purpose must be submitted to the Superintendent or designee. The deductions shall be made in no more than three equal installments on pay dates mutually agreed upon between the AAA and the ASD. All amounts so deducted shall be forwarded to the AAA by the ASD within seven work days.

ARTICLE 5 - RULES AND REGULATIONS

SECTION 5.1

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 6 - NON-DISCRIMINATION

SECTION 6.1

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 6.2

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

SECTION 6.3

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 7 - EVALUATION

SECTION 7.1

An annual written performance evaluation of each administrator shall be made by the administrator's immediate supervisor. Assistant principals shall be evaluated annually by their principal.

If an assistant principal has been placed on a plan of assistance, he/she will be evaluated by the Superintendent.

SECTION 7.2

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 7.3

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

SECTION 7.4

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

1. Educational leadership
2. Human relations
3. Fiscal management
4. Community relations
5. Communication skills
6. Professional growth

SECTION 7.5

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

SECTION 7.6

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 7.7

The administrator shall be given a copy of the final evaluation. He/she shall sign it to indicate he/she has read it. He/she shall have the right to attach a personal statement germane to his evaluation for the official record.

SECTION 7.8

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 7.9

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

ARTICLE 8 - DISCIPLINE

SECTION 8.1

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

SECTION 8.2

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 8.3

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

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

SECTION 8.4

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 8.5

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 8.6

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 9 - Personnel File.)

SECTION 8.7

Where there is just cause for immediate discharge, demotions, or for non-renewal of contact, 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 8.8

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 8.9

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

SECTION 8.10

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 8.11

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

ARTICLE 9 - PERSONNEL FILE

SECTION 9.1

The administrator shall have the right to examine and/or copy the contents of his/her district personnel file. 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 be furnished copies of all official evaluations prepared by his evaluator.

ARTICLE 10 - STAFFING

SECTION 10.1

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 and at least one at the middle school.

SECTION 10.2

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 11 - WORKING CONDITIONS

SECTION 11.1

The work year for the high school principal shall be from July 1 of each year until June 30 of the following year (220 days or days based on Section 11.5 and/or Section 11.6).

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

All other principals and assistant principals will be scheduled to begin work ten (10) work days before the return of the teachers in the fall and ten (10) work days following the end of the teachers' work year. Not to exceed 207 days.

SECTION 11.2

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 11.3

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 11.4

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 11.5

The high school principal shall have 26 days of vacation annually. No more than four (4) vacation days shall be carried from one year to the next.

SECTION 11.6

In addition to the vacation time listed in Section 11.5, administrators shall receive the following holidays:

- Friday before Labor Day
(If students are not in school)
- Labor Day
- Wednesday before Thanksgiving
(If students are not in school)
- Thanksgiving
- Friday following Thanksgiving
- December 24
- December 25
- December 26
- December 31
- January 1
- Martin Luther King, Jr. Day
- Friday before Easter
- Monday after Easter
- Memorial Day
- 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 11.7

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 11.8

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.

ARTICLE 12 - DUTIES

SECTION 12.1

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 13 - EXTRA DUTY

SECTION 13.1

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:

Technology Committee Chair:	\$1000
District School Safety Chair:	\$2500
Title I District Chair:	\$2500

All reports are due in the Superintendent's office by May 31st.

SECTION 13.2

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 13.3

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 13.4

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

ARTICLE 14 - INDIVIDUAL CONTRACTS

SECTION 14.1

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 14.2

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 14.3

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 14.4

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 15: REDUCTION OF STAFF

The School District has the right to lay off administrators should the district find it necessary for economic reasons to reduced 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 15.1

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 15.2

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

For the purpose of reduction of staff, there are four (4) administrative employment classifications: High School Principal, Middle School Principal, Elementary Principal, and Assistant Principal.

An administrator who is laid off from one employment classification is entitled to bump into a position within his/her employment classification based on seniority as an administrator within the District. 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 15.3

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 15.4

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 16.

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 16 – VACANCIES AND TRANSFERS

SECTION 16.1

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.

SECTION 16.2

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 16.3

A principal or assistant principal may be transferred to another school by the Superintendent or designee.

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 17 - ASSIGNMENT OF STAFF IN BUILDING

SECTION 17.1

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 17.2

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 18 - PUPIL ASSIGNMENT

SECTION 18.1

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

ARTICLE 19 - PROTECTION OF ADMINISTRATORS

SECTION 19.1

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 19.2

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 19.3

While the District will provide legal counsel for an administrator as provided in Section 19.2, 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 20- FRINGE BENEFITS

SECTION 20.1 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 the option of selecting one of the following forms of benefit enhancement.

- (1) An annual Board paid tax sheltered annuity in the amount of \$2,000, or
- (2) The Board shall provide \$2,000 annually for a Whole or Term Life insurance policy.

This Policy shall become the property of each administrator so he/she can carry the policy on after leaving the district's employment. Each administrator has the option of adding to the \$2,000 with his/her own money to increase the coverage. The administrator will be required to show proof of the \$2,000 deposit to the Whole or Term Life carrier, or future payments to that individual shall cease and the original \$2,000 paid to the administrator shall be repaid to the District.

SECTION 20.2 Long Term Disability (LTD) Insurance

20.2.1 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, after a ninety (90) calendar day waiting period, less 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.

20.2.2 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.

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

20.2.4 The District shall select the underwriter for LTD.

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

SECTION 20.3 Hospitalization

20.3.1 Effective July 1, 2010, the District will make full payment for administrators, their spouses and their dependent children for health coverage for MESSA Choices with the MESSA Saver Rx Prescription Plan with the \$200/\$400 Deductible and the \$20 Office Visit riders. Beginning July 1, 2010, administrators will contribute monthly \$15.00 for single person coverage, \$30.00 for 2-person coverage, and \$40.00 for family coverage. The annual contribution amount may be distributed over 26 pays (i.e. family plan - \$40.00 per month contribution x 12 = \$480.00. \$480.00/26 pays = \$18.46)

20.3.2 Option to Health Insurance

- **BENEFIT**
Full time administrators who are members of the Avondale Administrators Association Bargaining Unit may apply for the following benefit in lieu of Health Care Insurance as provided by the District:

The District will provide a cash option to health insurance benefits. The cash amount will be distributed over (10) months September through June. The payment will be calculated using the the formula below:

- 1 association member participating = 27% of annual premium of qualified plan paid over (10) months
- 2 association members participating = 33% of annual premium of qualified plan paid over (10) months
- 3 or more association members participating = 39% of annual premium of qualified plan paid over (10) months

Rate will be calculated based on MESSA rates as of July 1 of each fiscal year for the health care cash option.

The District will formally adopt a qualified plan document which complies with Section 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 administrator with a company that is a District approved carrier. The benefit will be paid monthly.

This choice is in lieu of Health Care Insurance, as described in Section 20.3.1 of this Master Agreement.

- **RULES**

Administrators who work full-time, but less than a full year will have the amount offered prorated to reflect the number of months worked. To receive credit for a month the employee must be on the payroll on the tenth of the month.

The administrators may select the alternative benefit during the first ten (10) days of any month during the school year (September - June), and receive the benefit for that month. In order to receive this TSA benefit, the Administrator must show proof of Health Care Insurance from another source.

20.3.3 A Section 125, voluntary salary reduction plan, will be available to AAA members.

20.3.4 The term "equivalent to" as used in Section 20.3.1, 20.3.2, and 20.3.3, shall mean that an alternative commercial insurance carrier shall be able to offer to the District plan that comes as close as possible to what this current collective bargaining agreement specifies, but shall not be obligated to provide identical insurance coverage. The District shall have the right to purchase such "equivalent" coverage for members of the AAA. If there is to be a change made in the carrier of hospitalization, medical, dental, or optical benefits, the new carrier and proposed plan will be presented to the Association for approval.

SECTION 20.4 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 1 restorative service, 90% of Class II (prosthodontic services) and 90%, \$900 lifetime maximum per person Class III (orthodontic services). The carrier will be selected by the District.

SECTION 20.5 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 20.6 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 20.7 Professional Accounts

20.7.1 The District shall provide \$900 per administrator for payment of:

- Trade publications and resources

And with the Superintendent's approval, the individual administrator may choose to spend this money in the following ways:

- Tuition and books for graduate coursework
- Workshops and conferences that grant SB CEU credits
- Technology and peripheral equipment related to the administrator's work responsibilities

20.7.2 Any remaining balance as of June 30 will be distributed in the following methods:

- 50% payment into the administrator's TSA
- 50% returned to the District
- Requests may be made to the superintendent or designee to carryover funds.

20.7.3 The District shall provide \$1,000 of Title II funding to be allocated to each administrator to offset the registration cost(s) for professional development opportunities.

SECTION 20.8 Professional Conferences

20.8.1 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.

20.8.2 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 20.9 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:

20.9.1 The district agrees to grant payment for ten (10) days for the illness or a dependent of the administrator living in the administrator's household, bereavement and personal business for each of the first two years, twelve (12) days for the third, fourth, and fifth year of service as an administrator and fifteen (15) days for administrators beginning their sixth year of service to the Avondale School District. To initiate this bank for administrators hired before January 1, 2008 the administrator will receive the full number of days based on their years of service to the district as an administrator or 90 days, whichever is greater.

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.

20.9.2 Other absences of up to and including four (4) days for bereavement and personal business shall not result in a reduction in an administrator's salary. The period of absence without loss of pay may be extended beyond four (4) days for each occurrence upon the approval of the Superintendent or designee. All absences resulting from bereavement or personal business will be deducted from the administrator's sick bank. The Superintendent's or designee's decision relative to such extension of paid absence is not grievable.

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.

20.9.3 The administrator may accumulate a maximum of 180 days of leave.

20.9.4 Jury and Court Leave: Each full time administrator shall be excused from his/her regular assigned duties for required jury duty. He/she shall also be excused to respond to a subpoena provided,

- A) He/she did not initiate the action which caused the subpoena
- B) He/she is not a party to the action
- C) Such action is outside of the administrator's responsibility as a school administrator. During such absence he/she shall be paid his/her regular salary and any reimbursement he/she receives for his/her appearances in court or in response to such subpoenas shall be assigned by the administrator for payment to the Avondale School District.

20.9.5 The district shall grant two (2) bonus days each year to each AAA member. Bonus days may be used without specificity by the Administrator. No more than three administrators district-wide and 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 20.10 Emergency Sick Bank

20.10.1 Each Administrator will contribute 5 leave days from his/her personal leave bank to a common emergency bank (Bank) for the 2007-08 school year and one (1) leave day for the 2008-09 school year.

20.10.2 A sick bank committee will govern the use of the Bank. The committee will consist of two (2) individuals appointed by the Deputy Superintendent of Human Resources & Operations and two (2) individuals appointed by the AAA President. The committee will convene whenever a request by an Administrator is made for use of days from the Bank. The request must be in writing by the Administrator to the Deputy Superintendent of Human Resources & Operations with a copy to the AAA President. The committee will make its decision by secret ballot vote. A majority of the committee must approve all use of Bank days and the decision of the committee is final.

20.10.3 Days from the Bank will be available for illness of the Administrator only and will not apply to requests related to family illness, bereavement, etc. Requests will be considered for catastrophic situations which are of a long-term nature. The bank is not intended to remove the obligation and expectation that leave days is to be used only as needed and that each Administrator must be accountable for the amount of leave time he/she has accumulated.

20.10.4 The committee will consider the request for use of the Bank provided all of the Administrator's leave days have been exhausted. Use of the Bank days will cease when the Administrator becomes eligible for long term disability coverage.

SECTION 20.11 Advanced Degree Stipend

Any administrator with an advanced degree shall be entitled to an annual stipend. This stipend shall be \$1,125 per year for the Ed Specialist degree and \$1,625 per year for the Doctorate.

SECTION 20.12 Long Term Care

AAA members may take advantage of Long Term Care Insurance provided by CNA Insurance companies. This benefit is optional, and is paid for by the administrator.

SECTION 20.13 Transportation Reimbursements

The District shall pay each of its administrators the amount allowed by the IRS for travel involved in the discharge of their official duties which requires use of an administrator's personal automobile. Each administrator shall be reimbursed for mileage upon submission of a properly detailed voucher to the Superintendent or designee. Request for mileage reimbursement shall be made no later than two months after the travel has taken place except that it must be requested in the fiscal year in which it takes place. Transportation reimbursement will not be incorporated into the per-pupil allotments at the building.

SECTION 20.14 Early Childhood Care

Enrollment in any Avondale sponsored childcare, preschool, or Extended Day Kindergarten 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.

SECTION 20.15 Professional Memberships

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

ARTICLE 21 - RETIREMENT COMPENSATION

Any member of the Association hired after July 1, 1985, but before July 1, 2007, with five (5) years or more service to the District who retires and qualifies for retirement benefits under the Michigan Public School Employees' Retirement System, and who elects to exercise his/her right to these benefits under the state retirement system, shall receive from the District at his/her rate of pay at the time of retirement, pay for three (3) days for each year of service to the District. The minimum to be paid under this policy will be \$4,000 and the maximum \$25,000.

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 22 - SABBATICAL LEAVE

SECTION 22.1

Sabbatical leaves of absence may be granted to members of the Association upon the recommendation of the Superintendent, subject to the approval of the Board of Education, when the granting of such leave will have a beneficial effect upon the professional competence of the administrator and the general welfare of the District.

SECTION 22.2

An administrator on a sabbatical leave is subject to all laws or Department of Education regulations pertaining to sabbatical leaves for Michigan Public School employees.

SECTION 22.3

Applicant must have seven (7) consecutive years of satisfactory service as a full time employee of the District.

SECTION 22.4

A sabbatical leave may be granted for a period of not less than one (1) or more than two (2) full consecutive semesters.

SECTION 22.5

As a condition to receiving a final approval for a sabbatical leave, the applicant shall file with the Superintendent or designee a written agreement stipulating that he/she will remain employed full time in the District for a period of not less than two (2) years following the leave expiration. However, the Board at its discretion and upon the recommendation of the Superintendent, may waive this requirement.

SECTION 22.6

It is expected that a sabbatical leave will be used by an administrator to pursue formal studies. The applicant shall file with the Superintendent/designee other reasons for the use of the sabbatical.

SECTION 22.8

Approval of a sabbatical leave by the District shall be contingent upon securing the services of a suitable administrative replacement.

SECTION 22.9

The district reserves the right to deny any request for any reason for leave as defined by this Agreement. The decision is not grievable.

SECTION 22.10

One member from the administrative staff shall be the maximum number allowed on sabbatical leave at any one time.

SECTION 22.11

The compensation for the administrator on sabbatical leave shall be fifty percent (50%) of the administrator's salary during the leave period.

SECTION 22.12

Payment of wages to an administrator on sabbatical leave shall be on the regular pay days.

SECTION 22.13

Returning administrators shall be assigned to the next step on the appropriate salary schedule if they are not already on the maximum step.

SECTION 22.14

An administrator who is absent on sabbatical leave for academic study shall be required to furnish evidence of satisfactory progress in his/her academic study. Specific details of this requirement shall be arranged at the time of the approval of the sabbatical. Any administrator on sabbatical leave who fails to meet the agreed upon requirements for the sabbatical leave shall forfeit all rights to continue the leave unless specifically permitted to continue by the District.

SECTION 22.15

An administrator returning from a sabbatical shall be placed in his/her former position or in a comparable position, providing the administrator is qualified and has fulfilled his/her part of the agreement. The agreement is that one made prior to and as a condition of the sabbatical leave.

SECTION 22.16

A returning administrator who does not complete a minimum of two (2) years of service following his/her return (except under extenuating circumstances) will automatically become indebted to the District for the proportional share of all wages received during the period of absence. This indebtedness is to be discharged within a period of two (2) years. This provision is to be included in the agreement and signed by the applicant before approval can be given for the sabbatical.

SECTION 22.17

Application for sabbatical leave shall be filed on or before February 15th for a leave beginning the first semester and on or before October 15th for a leave beginning the second semester. The Superintendent will grant or deny in writing the request for sabbatical leave by March 15th for a leave beginning the first semester and by November 15th for a leave beginning the second semester. In either case, the applicant has thirty (30) days from these dates to accept the sabbatical leave.

SECTION 22.18

The District will provide those benefits (health, dental, vision, LTD, and life insurance) to an administrator while he/she is on sabbatical leave to the same extent that this employee would receive these benefits if he/she were not on sabbatical leave.

ARTICLE 23 - GRIEVANCE PROCEDURE

SECTION 23.1 Definitions:

- 23.1.1 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.
- 23.1.2 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.
- 23.1.3 The term "days" shall be interpreted as meaning working school days unless otherwise stipulated.

SECTION 23.2 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 23.3 Structure:

- 23.3.1 The Association shall have an established grievance committee.

The Deputy Superintendent is designated as the District's administrative representative for the Level One Procedure.

- 23.3.2 A committee, selected by the Superintendent, shall be designated as the District's representative for the Level Two procedure.
- 23.3.3 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.
- 23.3.4 Actions taken by the district involving the layoff or recall of administrators shall not be grievable.
- 23.3.5 Non renewal of administrator contracts for any reason other than just cause shall not be grievable.

SECTION 23.4 Procedure:

- 23.4.1 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.

- 23.4.2 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.

23.4.3 Level Three:

23.4.3.1 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.

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

23.4.3.3 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.

23.4.3.4 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 23.5

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.

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

23.5.2 The arbitrator shall have no power to establish salary schedules.

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

23.5.4 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.

23.5.5 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 decision of recommendation on its merit.

23.5.6 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 23.6

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 23.7

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

SECTION 23.8

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 23.9

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 23.10 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 23.11

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 23.12

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 23.13

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 23.14

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 23.15

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

ARTICLE 24 - INFORMATION

SECTION 24.1

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 25 - USE OF BUILDINGS AND EQUIPMENT

SECTION 25.1

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 26 - USE OF INTER-SCHOOL MAIL

SECTION 26.1

The Association may use the inter-school mail service.

ARTICLE 27 - VALIDITY OF AGREEMENT

SECTION 27.1

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 27.2

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 27.3

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.

ARTICLE 28 - DURATION OF AGREEMENT

SECTION 28.1

This Agreement shall be effective as of July 1, 2010, and shall remain in full force and effect until midnight, June 30, 2012.

SECTION 28.2

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 29 - DISTRIBUTION OF AGREEMENT

SECTION 29.1

The District shall be responsible for the typing, printing, and preparation of sufficient copies of this Agreement for distribution by the Association to each member of the bargaining unit. The Avondale Administrators Association will help in preparing the Master Agreement.

ARTICLE 30 - ENTIRE AGREEMENT CLAUSE

SECTION 30.1

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 31 - ASSOCIATION DAYS

SECTION 31.1

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 31.2

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 32 - PAYROLL DEDUCTIONS

SECTION 32.1

Pay Schedule: Each administrator in the School District 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.

SECTION 32.2

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 33 - MANAGEMENT RIGHTS

SECTION 33.1

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

- 33.1.1 Executive management and administrative control of the school system and its properties and facilities, and the professional supervision and evaluation of its employees.
- 33.1.2 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.
- 33.1.3 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.
- 33.1.4 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.
- 33.1.5 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.
- 33.1.6 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 34 - NO STRIKE CLAUSE

SECTION 34.1

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 34.2

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

SECTION 34.3

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 34.4

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 35 – SALARY SCHEDULE

Salary will be assigned from the salary schedule within the appropriate positions.

For the 2010-11 school year, members on the salary steps will receive one step increase. The increase will take effect on the first pay in January. Members who are already on the top step will remain at the current step on the salary schedule for the 2010-2011 school year. For the 2011-2012 school year, members on the salary steps will move to the next step on the new salary schedule. The increase will take effect on the first pay in January. Members who are already on the top step will move to step 5 on the 2011-2012 salary schedule at the beginning of the 2011-2012 fiscal year.

For the 2010-11 and 2011-12 school years only, each administrator agrees to a reduction in pay for one “act of God” day each year. The administrator will not be required to work on this day. The daily per diem rate shall be calculated based on the number of work days for each administrator. This reduction will be deducted from the administrator’s pay over the remaining pay periods in the fiscal year.

SECTION 35.1 - 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 service	5-9	\$1,050
Years of service	10-14	\$1,550
Years of service	15-19	\$2,050
Years of service	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 35.2

AAA members shall have the option of receiving their full salary differential for the 2010-11 and 2011-12 work years in one of the following ways.

- a. Salary based upon step and position
- b. TSA Carrier
- c. Whole life insurance policy

This provision is subject to law (IRS).

Appendix A

2010-2011					
	Hire	Step 1	Step 2	Step 3	Step 4
High School Principal	\$104,907	\$107,855	\$110,803	\$113,751	\$116,698
Middle School Principal	\$96,865	\$99,836	\$102,808	\$105,779	\$108,751
Elementary Principal	\$92,487	\$95,235	\$97,983	\$100,731	\$103,479
Assistant High School Principal	\$93,903	\$95,899	\$97,894	\$99,890	\$101,886
Assistant Middle School Principal	\$88,324	\$90,775	\$93,226	\$95,677	\$98,129

2011-2012						
	Hire	Step 1	Step 2	Step 3	Step 4	Step 5
High School Principal	\$104,907	\$107,615	\$110,323	\$113,031	\$115,739	\$118,448
Middle School Principal	\$96,865	\$99,568	\$102,271	\$104,974	\$107,677	\$110,382
Elementary Principal	\$92,487	\$94,987	\$97,496	\$100,005	\$102,514	\$105,031
Assistant High School Principal	\$93,903	\$95,805	\$97,707	\$99,609	\$101,511	\$103,414
Assistant Middle School Principal	\$88,324	\$90,579	\$92,843	\$95,089	\$97,344	\$99,601

ARTICLE 36 - SIGNATURES

For the District:

President of the Board

Cyndi Pettit

Superintendent of Schools:

George C. Heitsch Ed.D.

For the Association:

President of the AAA/Chief Negotiator:

David Pass

Chief Negotiator:

John Pagel

Chief Negotiator

Michelle Imbrunone

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