

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

6/30/68

Ferndale
Bd of Ed.

MEA
1216 Kendale
E. Lans. Mi
48823

AGREEMENT

BETWEEN
BOARD OF EDUCATION
OF
THE SCHOOL DISTRICT OF THE
CITY OF FERNDAL
OAKLAND COUNTY MICHIGAN
AND

THE FERNDAL EDUCATION
ASSOCIATION
AFFILIATED WITH THE
NATIONAL EDUCATION ASSOCIATION
AND THE
MICHIGAN EDUCATION ASSOCIATION

SEPTEMBER 6, 1966

JUNE 30, 1968

AGREEMENT BETWEEN THE BOARD OF EDUCATION OF
THE SCHOOL DISTRICT OF THE CITY OF FERNDALE
AND THE FERNDALE EDUCATION ASSOCIATION

THIS AGREEMENT entered into this 6th day of September, 1966, by and between the Board of Education of the School District of the City of Ferndale, Oakland County, Michigan, hereinafter called the "Board" and the Ferndale Education Association, hereinafter called the "Association".

ARTICLE I

PREAMBLE

Recognizing that providing quality education is the paramount aim of the Board and the Association and that the character of such education depends to a great extent upon the quality and morale of the teaching service, we hereby declare:

WHEREAS, the Association recognized that the Board, under law, has the final responsibility for establishing policies for the district and administering the operation of the schools in said district; and

WHEREAS, the Board recognizes that teaching is a profession; and

WHEREAS, the Board recognizes the educational expertness of the teachers and views the consideration of educational matters as a mutual concern; and

WHEREAS, Act 379, Public Acts of 1965, presently authorizes public employees and public employers to enter into collectively negotiated agreements concerning rates of pay, hours of employment, and other conditions of employment of such public employees; and

WHEREAS, the Board has duly adopted a resolution recognizing the Association as the exclusive bargaining representative for certificated personnel as hereinafter defined and set forth; and

WHEREAS, extensive professional negotiations between the representatives of the parties have resulted in certain understandings between the Board and the Association; and

WHEREAS, the Board and the Association desire to incorporate such understandings into a written collective negotiations agreement in the belief that such action is in the best interests of the residents of the School District of the City of Ferndale, the students attending school therein, and the teachers represented by the Association.

NOW, THEREFORE, in consideration of the following mutual covenants, the Association and the Board hereby agree as follows:

ARTICLE II

RECOGNITION

1. The Board hereby recognizes the Association as the exclusive bargaining representative, for the purpose of professional negotiations as defined in Section 11 of Act 379, Public Acts of 1965 for all professional personnel it employs who are certificated by the Michigan Department of Education. The term "teacher" for the purpose of this document and based upon eligibility requirements established by the Board of Education means classroom teachers and other certificated persons on the teachers' salary schedule are as follows:

classroom teachers	certificated night school teachers teaching credit courses
guidance counselors	certificated summer school teachers teaching credit courses
librarians	special education teachers
school psychologists, if any	visiting teachers
school diagnosticians	emergency substitutes
occupational and physical therapists	regular substitutes
department chairmen	permanent substitutes

certificated teachers employed by the Ferndale Board of Education working on Federal programs

personnel on tenure, probation and on per/diem appointments and any others on the teachers' salary schedule whose job does not by definition of Public Act 379 entail those duties of an administrator, but excluding supervisory and executive personnel and office and clerical employees, and such other personnel as is excluded by the recognition resolution adopted by the Board on the 12th day of July, 1966 excluding superintendent, assistant superintendent, principals, assistant principals, director of ESEA and co-ordinator of federal programs, director of special education, director of recreation, director of library services, director of music, director of athletics, director of adult education, acting reading consultant and Administrative Assistant-Personnel, Administrative Assistant-Budget, Purchasing, Plant operation and director of Vocational Education.

2. The term "teacher" when used hereinafter in this contract shall refer to all employees represented by the Ferndale Education Association in the professional negotiating unit as above defined, and references to male teachers shall include female teachers.

3. The Board agrees not to negotiate on matters covered by the law with any teachers' organization other than the Association for the duration of this Agreement. However, nothing contained herein shall be construed to prevent any individual teacher from presenting an individual grievance and having that grievance adjusted without intervention of the Association, provided that the Association has been given an opportunity to be present at such adjustment and provided that the adjustment is not inconsistent with the terms of this Agreement.

4. The Board agrees to deduct from the salaries of its teachers, dues or assessments for the Ferndale Education Association, National Education Association, The Michigan Education Association, and the Michigan Department of Classroom Teachers, or any combination of the above as said teachers individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to the Association.

5. (The deductions referred to above shall be made on the second pay day of each month). Authorization in the format shown below shall be presented to the Board no later than one week prior to the date of distribution of the payroll from which the deductions are to begin.

United Profession Membership Authorization

I hereby authorize the deduction of my dues in the United Profession (The National Education Association, the Michigan Education Association and the Ferndale Education Association and the Michigan Department of Classroom Teachers) from my paychecks as long as I am employed in the Ferndale School District. I understand that I may countermand this order before September 15 of any given year. I authorize the Ferndale Education Association to negotiate on my behalf.

Signed: _____

School: _____ Date: _____

Address for Journal: _____

Social Security No. _____

Highest Degree Held: _____

6. The Board will automatically renew deductions each year unless notified in the following manner. Any teacher desiring to have the Board discontinue deductions he has previously authorized must notify the Board's representative and the Association in writing by September 15th of each year for that school year's dues.

7. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere; nor shall anything contained herein be construed to deny or restrict to the Board any rights, privileges or duties it may have under the laws of the State of Michigan.

ARTICLE III

TEACHER RIGHTS AND RESPONSIBILITIES

8. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective professional negotiations, as defined in Section 11, Act 379 of the Public Acts of 1965, for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly

or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.

9. The Association or any committee thereof shall be permitted reasonable use of school building facilities and equipment, at reasonable hours, without charge, provided that no such permitted use shall interfere with the administration or operation of the school system, and provided further that if the Association in the enjoyment of such permission shall incur any overtime obligation on the part of other of the Board's employees, such overtime compensation shall be assumed and paid by the Association. Any permission granted to the Association for the use of school premises shall require prior approval from the Board's representative before exercising such right.

10. The Association may use the district mail service and teacher mail boxes for its business and social events announcements. Announcements of meetings may be listed in school activity bulletins and the Public Address System may be used for announcing the date, time and place of meetings.

11. The Board agrees to furnish the Association with all reasonably necessary information concerning the financial resources of the Ferndale School District, tentative budgetary requirements and allocations, and such other information not inconsistent with the provisions of this Agreement.

12. Copies of the agendas for Board meetings and minutes of previously held Board meetings will be made available to the Association representatives prior to each Board meeting, excepting items relating to personnel changes and other privileged or confidential matters.

13. Five (5) copies of the Personnel Policy Manual, Formal Staff Study Proposals, Tax Allocation Budgets, and General Fund Budgets will be made available to the Association on request.

14. The teacher accepts responsibility to strive for excellence in teaching, and to take advantage of opportunities for continually improving his teaching skills and his relationship with children.

15. No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off school premises.

16. No teacher will engage in Association activities during working hours which will disrupt or interfere with the performance of the teacher's classroom duties provided this shall not prevent the performance of official duties by representatives of the Association as otherwise set forth in this agreement.

17. The Association, as a group, shall have a ten (10) teaching day total maximum released time without loss of pay or leave days to allocate among its personnel to attend district and state association meetings. Request for such released time shall be made on the regular request forms in the usual manner, but shall be approved prior to submission by the president of the Association.

18. There shall be no differential on salary allowed because of sex, marriage or dependents.

19. Monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Closed circuit television, public address or audio systems, and similar surveillance devices shall be used only with the full knowledge and consent of the teacher.

20. Review of Personal File -- Each teacher shall have the right, upon request, to review the contents of his own personal files maintained at the teacher's school or at the Administration Building. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the Administrator responsible for the safekeeping of these files. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review. The Administrator shall, in the presence of the teacher's authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the teacher.

All communications, including evaluations by Ferndale Administrators, commendations, and validated complaints directed toward the teacher which are included in the personal file shall be initialled by the person making the entry and shall be called to the teacher's attention at the time of inclusion. A teacher will be given an opportunity to furnish his written comment for entry into the file. No anonymous complaints shall be considered as valid.

21. A teacher shall, at all times, be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

22. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand or reduction in rank or compensation, asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.

ARTICLE IV

RIGHTS AND RESPONSIBILITIES OF THE BOARD

23. There is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it by the laws and Constitutions of Michigan and the United States, excepting where expressly and in specific terms limited by the provisions of this agreement.

24. It is agreed that the Board retains the right, among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions, which are not inconsistent with the provisions of this Agreement or violative of law. The Board agrees, however, that prior to the effective date of any such rules or personnel policies established by it related to hours, wages and working conditions of teachers, it shall give the Association reasonable notice of any proposed rule or policy. Such notification shall be given to afford the Association the opportunity to consult with the Board as to the same before its effective date. The parties agree that emergency situations may arise where prior notification and consultation are not possible.

25. The parties agree and recognize that except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools, and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

JOINT RESPONSIBILITIES

26. NO STRIKE - NO LOCKOUT

A. Under no circumstances will the Association cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, recruitment sanctions, sitdown, stay-in or slowdown, in any school buildings or property of the Board or any curtailment of duties or restriction or interference with the operations of the School System.

B. The School Board will not lockout any employees.

ARTICLE V

PROFESSIONAL COMPENSATION

27. The compensatory Schedule A is based upon a normal weekly teaching load during normal teaching hours hereinafter defined in Schedule B (Calendar).

28. The compensations of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. All items contained in Schedule A shall remain in effect during the term of this Agreement.

29. Classroom teachers shall be required to report at the beginning of the school calendar year and render required services during such school calendar year. If time in addition thereto is accepted and performed by any teacher, he shall receive extra compensation as provided for extra contractual work.

30. The following holidays shall be observed: New Year's Day, Good Friday, Memorial Day, Independence Day (for any teacher employed on such day), Labor Day, Thanksgiving Day, and Christmas Day. If a holiday falls on Saturday, the previous Friday shall be observed and if a holiday falls on a Sunday, the following Monday shall be observed.

31. An aggrieved teacher and/or a teacher duly authorized by the Association and representing the Association at a meeting or hearing involving grievance matters, including such arbitration as is required under this Agreement, held during a school work day shall be released from his regular duties without loss of salary or leave days, provided that not more than two such teachers shall be so authorized for each such hearing or meeting unless specific approval is obtained from the Superintendent.

32. When a teacher is initially employed, one step of the then current salary schedule shall be added for each prior year of teaching experience, not to exceed ten (10) years. Experience credit shall be given for military experience in the Armed Forces of the United States since September 1, 1940, provided that not more than three (3) years of such experience credit shall be included. Up to five (5) years of experience credit shall be given for trade, laboratory, or technical experience related to the local teaching assignment. Any combination of the above experiences, but not to exceed a total of ten (10) years shall be given. Experience shall be computed to the nearest half year.

33. In the school system, there are certain authorized extra-curricular activities involving a large amount of time and work beyond the routine schedule of classes and regular extra-curricular assignments. Teachers accepting such authorized assignments in extra-curricular activities shall receive compensation in addition to their regular salaries according to Schedule A.

34. After certification has been received by the Superintendent's Office that the requirements for the Master's Degree have been met, the annual salary rate adjustment shall become effective as of the date of completion of degree requirements and shall be paid retroactive to said date, such adjustment to be equal to the corresponding step on the Master's Schedule with all subsequent annual salaries to be provided for holders of the Master's Degree. Additional amounts will be added to the annual salary as provided by the professional improvement plan when and if such plan is agreed upon.

35. A. The work of a classroom teacher is unique and different from most jobs in that classroom teaching requires additional time beyond conducting classes. This additional time may cover many activities such as planning, developing tests, maintaining records, correcting papers, curriculum development, previewing films and other materials, etc. Although some of this work may be formally scheduled, much of it is scheduled at the discretion of each individual teacher.

B. Each work day of the contractual academic year contains six hours of classroom teaching time. For purposes of computing extra contractual classroom teaching pay it is assumed that the work day is eight hours. In effect, this assumes that twenty minutes of additional time is required for each classroom teaching hour.

C. For purposes of computing this formula only, we assume that the contractual year involves forty (40) weeks of five (5) days each, for a total of two-hundred paid days. Having assumed that each day is equivalent to eight (8) hours, this then means that the contractual year, for the purpose of this formula, is made up of 1600 hours.

D. By dividing the annual salary of a teacher by 1600 hours, an hourly rate of pay is determined recognizing that each hour of classroom time requires at least twenty minutes (or .333hours) of additional time. Then the hourly rate is multiplied by 1.333 for each hour of classroom teaching. Activities not requiring additional time outside of that scheduled will be computed at the regular hourly rate (annual salary divided by 1600 hours).

ARTICLE VI

36. The Board recognizes the principle of a standard forty-hour workweek and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard workweek. The Board will not require teachers regularly to work in excess of such standard workweek within or outside of any school building except in the case of previously mentioned extra curricular activities.

37. Each work day of the contractual academic year contains six (6) hours of classroom teaching time. Because of the unique nature of classroom teaching, additional time is required beyond conducting classes. This additional time covers many activities such as planning, developing tests, maintaining records, correcting papers, parent conferences, curriculum development, previewing films and other materials, et cetera. Accordingly, the normal teaching day shall be:

- (a) FERNDALE HIGH SCHOOL - 8:25 - 3:37. All high school teachers shall be entitled to a thirty (30) minute duty-free lunch period.
- (b) LINCOLN JUNIOR HIGH - 8:25 - 3:31. All junior high school teachers shall be entitled to a thirty (30) minute duty-free lunch period.
- (c) ELEMENTARY - 8:20 - 3:45. All elementary teachers shall be entitled to a sixty (60) minute duty-free lunch period, except on rotating duty days, in which case the duty-free lunch period shall be thirty (30) minutes. Elementary teachers shall be entitled to forty-five (45) minutes free per week for planning purposes to be scheduled by the Principal and the teachers in each school.

In those elementary buildings where special education classes are located and special education students must stay during the lunch hour, teacher aides will be hired for outside supervision.

38. It is agreed that all teachers have a professional responsibility to provide their students with whatever time and assistance may reasonably be necessary to promote the educational growth of the students. Therefore, the salary schedule reflects not only the above designated time, but also the total professional responsibilities of the teachers.

ARTICLE VII

TEACHING LOADS AND ASSIGNMENTS

39. The normal weekly teaching load in the Senior High School will be no more than twenty-five (25) teaching periods of fifty-five (55) minutes each and five (5) unassigned preparation periods of fifty-five (55) minutes each. The normal teaching load in the Junior High School will be no more than thirty (30) teaching periods or activity periods of forty-four (44) minutes each and five (5) unassigned preparation periods of forty-four (44) minutes each. Preparation time is considered to include conferences with counselors, parent-teacher conferences, relief time, conferences with administration, planning and other related activities.

40. Every effort will be made to develop a Master Schedule without split sections. When it becomes necessary, because of circumstances beyond the Board's control, the teacher will be consulted before a split section is established.

41. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be given new assignments outside the scope of their teaching certificates or their major or minor field of study.

42. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in the teaching assignments in the secondary school grades will be notified and consulted by their principals as soon as practicable and in no event later than the close of the school year, unless by mutual agreement. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels.

43. Any departure from teaching loads and assignments as described in the section above will be made only in case of an emergency. Notification of the departure from said loads and assignments shall be sent to the Association as soon as possible.

ARTICLE VIII

TEACHING CONDITIONS

44. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. Because every building has problems particular to itself, the faculty and administrator of each building shall be authorized to develop, cooperatively, building policies that are consistent with State Law, School Board Policy, and this Master Contract. Copies of these building policies, as they are developed, shall be sent to the Superintendent of Schools for his review and approval.

45. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

46. It is agreed that every effort should be made to maintain a class size of no greater than twenty-seven (27) pupils per class in the Kindergarten, thirty (30) in Grades 1 and 2, and no greater than thirty-three (33) pupils per class in Grades 3, 4, 5, and 6. In classes where the maximum is exceeded by three (3) or more pupils, a teacher's aide will be hired for that class until such time as the class limit is properly met. In grades 7 - 12, except in certain activity type classes such as typewriting, physical education and music, the total average pupil load for teachers within a department shall not exceed 170 pupils per day for the long-period nor 180 pupils per day for the short-period day. Where a number of staff members are involved in a cooperative teaching project, the amount of each person's involved time should be counted in computing the individual teacher's load.

47. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. Both parties to this contract will confer, through the Professional Relations Committee, on such matters from time to time.

48. The Board shall make available, in each school, adequate restroom and lavatory facilities exclusively for teacher use and at least one room appropriately furnished which shall be used exclusively as a faculty lounge and lunchroom, in which smoking shall be permitted. A typewriter and duplicating machine will be made available in each building for teacher use. The Board agrees to provide a bulletin board in each teacher's lounge. The Association shall be responsible for assigning a member to supervise each of these bulletin boards. It is agreed that these bulletin boards will be kept neat and the material posted in good taste.

49. In schools where continuous cafeteria service is not available, on request to the Principal, a vending machine for beverages shall be installed. The net profits from the sale of these vending machines shall be made to the Association for Association purposes.

50. When free public parking is not available, adequate parking facilities shall be made available for the teachers' use.

51. The private and personal life of any teacher is not within the appropriate concern or attention of the Board as long as it is consistent with the high standards and ethics of the teaching profession.

52. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex or marital status, or membership in or association with the activities of any lawful employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin, and to seek to achieve full equality of educational opportunity to all pupils.

53. When a child is designated by the Board's consulting psychiatrist as needing special hospitalization or special care and who, in his best judgment, cannot benefit from the regular classroom, every effort will be made to find appropriate placement for such a child. The case will be referred to the Crisis Committee described as follows:

CRISIS COMMITTEE

54. The Crisis Committee is a group of Ferndale educators who meet to make program plans for children who are posing severe behavior problems. The standing committee is composed, at the present time, of the Assistant Superintendent; a building principal; the reading consultant; the School Diagnostician; the Director of Special Education; and the FEA representative. The visiting teacher of the particular school is also included, along with the classroom teacher and the building principal. The Committee does not have a regular location or time to meet but is convened by the Director of Special Education when the need arises.

The need is based on the following criteria:

- A. The teacher is having considerable difficulty in controlling the the child's behavior. The behavior is such that the education of the other students in the room is endangered.
- B. All normal or routine procedures, at the building level, for handling problems, have been exhausted.
- C. The principal of the building has received, completed and forwarded a referral on the student to the Special Education Office.
- D. The child has been tested by our school diagnostician.
- E. The child has been evaluated by a psychiatrist and reports are available.
- F. The teacher has maintained an anecdotal record on the child for a period of time.
- G. The district has no special programs for which the child is eligible.
- H. Appropriate placement outside of a public school setting is not available.

Based on the above information then the Director of Special Education convenes the Crisis Committee at a designated time and place.

55. The Committee hears all the information on the child and then takes whatever action seems appropriate in order for the child, teacher and students in the classroom to proceed. The Committee is reconvened again at the request of the teacher and the building principal or at a designated time, usually four weeks after the initial staffing, to discuss progress, or lack of progress, and to evaluate the initial recommendations.

56. The Committee cannot force compliance but only functions as a group to share ideas or to explore what might be done. It is up to the teacher and building principal to implement the plan. The minutes of the meetings are forwarded to all participants.

ARTICLE IX

PROMOTIONS AND VACANCIES

57. Whenever any vacancy in any professional position in the District shall occur during the school year, which position shall be considered to be a promotion as defined in (B) below, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. Placing a copy of this bulletin in each certificated employee's box shall be considered the equivalent of a personal notice. The bulletin shall be entitled ANNOUNCEMENT OF VACANCY and shall contain the following information:

- A. Title of the position which is open.
- B. Formal requirements of the position and notice that other qualifications are also considered in the final selection of someone to fill the position.
- C. Notice that the search for a highly qualified person to fill the position is not restricted to this district, but the final choice could be made from within this district.
- D. Final date for filing an application for the position.

No such vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least ten (10) calendar days.

58. A "promotion" is a change in position which results in additional compensation for additional duties or responsibilities.

Promotions are not meant to include the taking on of additional duties in connection with extra-curricular and extra-contractual activities.

59. Any teacher may apply for a vacancy in a position considered to be a promotion as defined in 58 above. In filling such vacancy, the Board shall consider the professional background and attainments of all applicants, and other relevant factors, provided, however, in all appointments to positions, the Board's decision shall be final.

60. If any vacancy in any position considered to be a promotion as defined in 58 above shall occur during the summer vacation the Board shall notify those teachers who have indicated a desire for it by mail. No such vacancy shall be filled, except on a temporary basis, until ten (10) days after mailed notice has been sent to the teachers; provided, however, that since the Board's decision is final in making promotions, failure to notify any one or number of teachers through error shall in no way affect the Board's decision in making such promotions.

61. A teacher interested in being notified about a position appearing during summer vacation should, on or before June 1 of each year, submit to the Superintendent, in writing, his decision to be notified.

62. Any teacher who shall be promoted to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have under this Agreement prior to such transfer to supervisory or executive status, including increments normally accrued.

ARTICLE X

TRANSFERS

63. A. Transfer Policy -- The Board of Education recognizes that it is desirable to take into consideration the interests and aspirations of its employees with respect to position assignments. In order to accomplish this, written requests may be made for transfers giving the reasons for transfer, the school requested, grade requested and academic qualifications. Such requests should preferably be submitted to the Superintendent through the principal but, if desired, requests may be made directly to the Superintendent. If it is desired that the requests be kept active, they should be renewed annually.

B. In filling a vacancy, the Superintendent shall interview and give consideration to teacher employees interested in the vacancy before an applicant from outside the school system is placed.

C. The Superintendent shall consider all factors making his best judgment in weighing both the needs of the individual and of the school district.

D. Employees considered by the Superintendent will be informed of approval or denial of the request. The denial of such requests may be reviewed by the teacher and Superintendent.

ARTICLE XI

Leave Policies

64. Sick Leave -- No deduction shall be made from the pay of any employee, for absence resulting from injury received when on duty incidental to such employment, for a period of not to exceed seven (7) days from the date of such injury; providing that a report be made to the Central Office by the immediate supervisor within twenty-four (24) hours, stating the date, time, and conditions of injury and that a doctor's certificate be presented to the Board of Education with the recommendation that such employee should be absent; and, upon returning to the job, a physician's certificate be issued, after an additional examination, to establish evidence of continued fitness to work. Further, that in case such injury extends beyond the seven-day period, the employee may elect to have the difference between his regular salary and the amount received from compensation paid from the amount he is entitled to receive from his accumulated sick leave.

65. During each year, the teacher will be allowed paid sick leave at the rate of one day per month to a maximum of ten (10) days per year. At the beginning of every school year, each teacher shall be credited, in advance, the number of days of sick leave for that year plus all previously accrued sick leave, such days to be known as the current allowance. Paid absence will be allowed, up to and including the number of days in an employee's current allowance, for personal sickness. Any unused portion of the current allowance will be accumulated and credited to the employee's future sick leave. Teachers employed under extra contractual agreements during summer months will be allowed to use accumulated sick leave.

66. When an employee is absent the day before and the day after an institute or paid holiday, he shall not receive his salary for the institute or paid holiday unless his absence is due to personal sickness or death in the family. In case of personal sickness, he shall receive pay for the institute or holiday, provided he submits satisfactory proof of his illness, for example, a statement by his physician; and provided further that he is eligible for any compensation during the pay period in which such institute or paid holiday occurs.

As a signed contract implies employment, any employee who is absent from school at the beginning of the school year because of sickness or physical disability may draw on his sick bank.

67. Personal Leave -- Personal leave for emergency or exceptional reasons such as serious illness in the immediate family, death in the immediate family, religious holidays, and to attend to urgent and essential personal affairs of an emergency nature will be granted to teachers within the discretion of the Administration, giving full consideration to the attendance record of the employee. Procedures will be established pursuant to which written application for leave must be made and records maintained. The method of application for and procedures under which such leaves will be granted will be established by the Administration and published.

In recognition of the broad privilege granted herein, it is mutually recognized that in the event of abuse, this program will be discontinued at the termination of this Agreement.

68. Leaves of Absence -- At the discretion of the Board of Education, it shall be the policy to grant leaves of absence for the following reasons: Health, maternity, adoptive, study or travel, Peace Corps and military service; all except the last being subject to the following provisions:

- A. By the approval and adoption of this leave policy, the Board of Education hereby rescinds all other leave policy and policies relative to leaves of absence previously adopted.
- B. Eligibility for any kind of leave of absence is dependent upon a satisfactory record of at least two years' continuous employment by the School District of the City of Ferndale. Except for military leave, health leave, or maternity leave, no leave shall conflict with the employee's contractual obligations with the School District.
- C. A second leave, or an extension of any type of leave, may be granted only at the recommendation of the Superintendent.

D. While on leave, an employee shall maintain full continuing tenure status, seniority, or its equivalent; shall maintain all employment rights held before leave was taken; and shall return to the point on the salary schedule at which he left at the start of his leave provided, however, that an employee returning from study leave and Peace Corps leave shall be granted increment credit as if he had been in School District employment during the period of such leaves.

E. Notice of intention to return or resign must be sent in writing to the Superintendent by May 1 of the leave year, and failure to provide such notice shall be the equivalent of resignation.

F. Leaves of Absence --- types and specific conditions:

69. Health Leave, upon the recommendation of a physician, shall be granted up to one (1) year, plus any unfinished year. An extension of Health leave may be granted only at the recommendation of the Superintendent. When the employee's health permits his return, he shall so request the Superintendent in writing, and submit a statement from a physician certifying his fitness to return. The Superintendent shall give him an assignment at the beginning of the following year -- unless, through necessary reduction of the school staff, the returning employee's seniority status does not so warrant -- or sooner, should one occur.

70. Maternity Leave, shall be granted for a period up to two (2) years, plus any unfinished year. An employee requesting such leave should file her request in writing seven (7) months before the expected birth of the child. By May 1 of the second full year of leave -- or sooner, at the request of the employee and with the concurrence of the Superintendent -- the employee shall file notice as per Item E above, accompanied by a statement from a physician certifying her fitness to return to duty.

71. Adoptive Leave, if requested by the foster mother within thirty (30) days after the child is assigned to her shall be granted for a period of not to exceed two (2) years, plus any unfinished year, if the child is under five (5) years of age at the time of adoption; and for a period of not to exceed one (1) year, plus any unfinished year, if the child is more than five (5) years of age at the time of adoption.

72. Study or Travel Leave, may be granted for a maximum of one (1) year, upon the recommendation of the Superintendent.

73. Peace Corps Leave, may be granted for a maximum of two (2) years upon the recommendation of the Superintendent.

74. Political Leave, shall be granted to any teacher to serve in a political office for the term of said office.

75. Association Business Leave, may be granted to teachers who are officers of the Association or are appointed to the staff of the Association for the purpose of performing full-time duties for the Association.

76. Overseas Teaching With the Armed Forces Leave, may be granted to teachers for a maximum of two (2) years upon recommendation of the Superintendent.

Military Leave -- Any employee covered by the salary schedule who terminates employment in the School District to perform active service in the armed forces of the United States is entitled to re-employment rights in the position he is vacating, or one of like status and pay scale, provided:

- a. The position vacated is other than temporary.
- b. He is honorably discharged from the armed services.
- c. He applies for re-employment within ninety (90) days after discharge or from hospitalization continuing after discharge for a period of one (1) year, and
- d. He is still qualified to perform the duties of the position.

In the event of re-employment, the following provisions shall apply:

- e. Accrual of seniority shall be granted;
- f. Increments shall be added as if the employee had been in School District employ during the time of such active service in the forces; but
- g. In the case of a certificated employee, his status under THE MICHIGAN TEACHERS' TENURE ACT Plan shall be the same as when employment was terminated at the time military leave was granted. Furthermore, all provisions of this policy shall be in accordance with state and federal laws governing military leaves of absence.

77. Where permitted by the carrier under its uniform rules, teachers shall be granted the opportunity to continue their hospitalization - medical insurance while on authorized leave, provided arrangements are made to pay the required premiums to the School District in advance.

ARTICLE XII

Health Examinations

78. For the protection of children, it shall be the policy of this Board of Education to require health examinations of employees as provided below:

- A. A pre-employment health examination shall be given to all employees by an agent or agency designated by the Board.
- B. This examination shall include at least the following: physical examination, chest film, urinalysis, blood count, and Kahn Test or acceptable substitute.
- C. Require every employee to have a tuberculin skin test and/or a chest x-ray every two (2) years.
 - (i) Negative tuberculin test reports will be accepted in lieu of x-ray reports.

- (ii) If the initial tuberculin test results in a positive reaction, it should not be repeated, and a chest x-ray must be obtained.
- (iii) Any female employee in the first three (3) or four (4) months of pregnancy is advised to have her doctor's approval before having a chest x-ray.
- (iv) Other exceptions may be considered upon the written recommendation of the employee's private physician.

79. All costs of the above examinations shall be paid by the Board, through the Board of Education agent, if a teacher elects to follow the procedure under (3) above, through his private physician the teacher will be responsible for paying the costs.

80. All employees absent for two (2) weeks or more because of sickness or injury, or when showing definite signs of impaired health, shall obtain a physician's certificate issued after an additional examination to establish evidence of continued fitness to work.

81. All reports from the above shall be filed in the Board of Education Offices, on Board-approved forms, and shall become a part of the employee's confidential personnel records.

ARTICLE XIII

Tenure

82. All provisions of this personnel policy are to be in compliance with THE MICHIGAN TEACHERS' TENURE ACT, so-called, i.e. Act Number 4 of the Public Acts of the Extra Session of 1937 as amended, said Act having been adopted in this School District by referendum vote on June 8, 1953.

83. A teacher shall receive probationary contracts and the scheduled increments for his first two (2) years of employment. He shall be rated on the official rating form each semester by the principal of the building in which he is employed. Such rating shall be accomplished prior to December 1 during the first semester of each school year, and not later than seventy-five (75) days prior to the end of the second semester (approximately April 1). Such rating shall be discussed with and presented to the teacher prior to presenting to the Board of Education.*

84. Any teacher deemed satisfactory as indicated by the reports presented to the Board of Education* shall, after two (2) years of cumulative service in this School District, be placed on continuing tenure. It is further provided that the Board of Education may grant a third year of probation for any probationary teacher upon notice to the State Tenure Commission. (See Article II, Section 2, of THE MICHIGAN TEACHERS' TENURE ACT.)

*In THE MICHIGAN TEACHERS' TENURE ACT the Board of Education is referred to as "the controlling board".

85. At least sixty (60) days before the close of each school year the Board of Education shall provide the probationary teacher with a definite written statement as to whether or not his work has been satisfactory: Provided, that failure to submit a written statement shall be conclusive evidence that the teacher's work is satisfactory, and: Provided further, that any probationary teacher, or teacher not on continuing tenure, shall be employed for the ensuing year unless notified at least sixty (60) days before the close of the school year that his services will be discontinued.

86. In cases where the beginning of the third year of service falls within a school year, such school year shall be covered by a probationary contract at the time the appointment is made, said probationary contract to be exchanged for a continuing tenure contract at the proper time if the teacher is eligible for such; providing that, if the teacher is not eligible for continuing tenure contract, the probationary contract shall continue in force for the balance of the contract period.

87. A teacher on a continuing tenure contract, whose work is not satisfactory, shall be dismissed in accordance with the provisions of Article IV of THE MICHIGAN TEACHERS' TENURE ACT.

88. After the execution of a contract between a certificated employee and the Board of Education, neither the Board of Education nor the employee can fail to observe its terms without mutual consent. If the employee breaks the contract without the consent of the Board of Education, the Board of Education may recommend suspension of his certificate by the State Board of Education as authorized by Section 861 of the School Code of 1955. (See Opinion 4397, Attorney General, State of Michigan).

ARTICLE XIV

TEACHER EVALUATION

89. A. The work of all teachers shall be evaluated in writing by the Board by December 1 and April 1 of the probationary years and by March 1 each third year thereafter.

B. More frequent evaluations may be required by the Board if considered necessary.

C. The evaluation shall be completed at a conference with the teacher and shall be based in part upon objective evidence of the principal's observations of classroom and other activities.

D. The evaluation conference shall result in a summary statement signed by both the teacher and principal. This statement shall be completed in triplicate, with one copy for the teacher, one for the principal's office and one for the Superintendent of School's office.

E. The teacher may refuse to sign the summary statement and prepare his own statement for forwarding to the principal and Superintendent.

ARTICLE XV

PROTECTION OF TEACHERS

90. A. It is agreed that the teachers' authority and effectiveness in the classroom requires administration backing and support, and the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

B. The Board will reimburse teachers for damage or destruction by wilful action of students of clothing or personal property of the teacher while on duty in the school not to exceed \$100.00.

ARTICLE XVI

The Professional Relations Committee

91. A. The Board and the Association will establish a Professional Relations Committee of not to exceed eight (8) members (four from each party) which will meet each month during the school year to discuss and study matters of mutual interest concerning the Ferndale Schools, which fall within the provisions of this contract and personnel policies.

92. A. The purpose of these meetings shall be to provide a means whereby (a) the items of concern to the Association may be brought to the attention of the Board representatives for consideration; (b) items of concern to the Board representatives may be brought to the attention of the Association for consideration; (c) information may be exchanged; and (d) a high level of mutual understanding may be maintained.

93. A. The operating procedures and meeting times for discussions of the Committee shall be determined by the Committee and reflected in the minutes of the initial meeting. The chairmanship of the Committee shall be rotated quarterly.

ARTICLE XVII

In-Service Training

94. In the event that the Board determines that curriculum changes require in-service training, the Board will provide for such training. The Board will assume all expenses necessary for in-service training for which participation is required by all appropriate personnel, including extra contractual pay, when required.

ARTICLE XVIII

General

95. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call as soon as they find they are unavailable for work, but in no case later than 7:00 o'clock A.M.

96. This Agreement shall supercede any rules, regulations or practices of the Board which shall be contrary to the express provisions of this Agreement. It shall likewise supercede the terms of any individual teacher contracts which are contrary to or conflict with the express provisions of this Agreement.

97. Copies of this Agreement shall be made at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

98. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

99. Retirement of all teachers shall be mandatory at the age of sixty-five (65) years, effective on June 30th of the fiscal year during which they reach their sixty-fifth (65th) birthday.

100. While it shall continue to be the policy to employ on the instructional staff persons with a bachelor's degree, it is expected that career teachers will obtain a master's degree. Only those persons holding a master's degree will be employed on the counselling staff.

101. Teachers shall be allowed to leave their buildings during their planning period on school business, provided they have notified the proper authority. The Association President, Vice-President and Executive Secretary may leave the building for Association business during their preparation periods; however, the Association agrees this shall not be abused.

102. No permanent time changes shall be made in the teaching day without prior negotiations and agreement with the Association Representatives.

ARTICLE XIX

GRIEVANCE PROCEDURE

103. Definitions:

- (a) A "grievance" is a dispute or claim involving the application or interpretation of this Agreement and/or the personnel policies issued from time to time.
- (b) The term "teacher" may include a group of teachers who are similarly affected by a grievance.
- (c) The term "days" when used in this section shall, except where otherwise indicated, mean working school days.

104. Purpose:

The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, prompt and equitable solutions to the grievances raised. Both parties agree that these proceedings shall be kept confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration.

105. Structure:

- (a) There shall be one School Representative for each elementary building; two for the Junior High School and three for the Senior High School, to be selected in a manner determined by the Association. In case of absences, an alternate may be appointed.
- (b) The Board hereby designates as its representative, the principal in each building.
- (c) The Board hereby designates as its representative, the Superintendent of Schools when the particular grievance arises in more than one school building.

106. Procedure:

In the event a grievance is filed on or after the first of June which, if left unresolved until the beginning of the following school term, could result in irreparable harm to the teacher or group of teachers concerned, the time limits set forth herein shall be appropriately reduced.

(a) Level One:

The teacher with a grievance shall first discuss the matter with his Principal, either individually or with his School Representative, with the objective of resolving the matter informally. The Principal shall make his decision known within three (3) days. Any grievance not filed within ten (10) days of its occurrence shall be considered automatically closed.

(b) Level Two:

In the event the grievance is not satisfactorily resolved at Level One within three (3) days, the grievance shall be reduced to writing, signed by the grievant and filed with the Principal who shall give his written disposition within five (5) days of receipt of the grievance.

(c) Level Three:

In the event the grievance is not satisfactorily settled in Level Two, it may be presented to the Superintendent of Schools within five (5) days of receipt of the Answer in Level Two. The Superintendent of Schools may designate three (3) persons, who may include himself, to represent the Administration. The Chairman of the Grievance Committee shall designate three (3) persons, who may include himself to represent the Association. Within five (5) days after receipt of the written grievance by the Superintendent, these two representative groups shall meet outside of school hours to consider the problem and to arrive at a solution of the grievance. Outside counsel or representatives may be invited to be present by either party with notice to be given. In the event that, in the judgment of the Grievance Committee, a grievance affects a group or class of teachers, the grievance may be submitted in writing to the Superintendent directly.

(d) Level Four:

If the Grievance is not satisfactorily resolved by the Superintendent or his representatives, the Association may within ten (10) days refer the grievance to the Board. The Board may schedule a meeting on the grievance or it may decline to do so. If it schedules a meeting the same shall be held within thirty (30) days, and the decision shall be reached within ten (10) days after the meeting. The Association may within ten (10) days of the decision of the Board if unsatisfactory, or within ten (10) days of the notice that no hearing will be granted, request that the matter be submitted to impartial arbitration.

In the event an impartial arbitrator is requested by the Association, the parties shall attempt to name a mutually agreeable impartial arbitrator to decide the grievance.

In the event the parties are unable to agree on an impartial arbitrator they shall request the submission of a panel of arbitration from the Federal Mediation and Conciliation Service and an arbitrator shall be selected in accordance with its procedures.

The decision of the impartial arbitrator shall be final and binding on all parties. The impartial arbitrator shall have no right to change, alter, amend, add to, or subtract from the terms of this agreement. The expenses and fees, if any, of the impartial arbitrator shall be shared mutually by both parties.

(e) This procedure shall not authorize the Board to file grievances against any teacher or the Association.

107. Rights to Representation:

Any party in interest may be represented at all meetings and hearings at all steps and states of the grievance and arbitration procedure by another teacher or by another person. Provided, however, that any teacher may in no event be represented by an officer, agent or other representative of any organization other than the Association. Provided further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of grievance processing, except where the grievance involves only questions of fact peculiar to the individual grievant. All essential witnesses may be required to attend grievance meetings.

108. Miscellaneous:

(a) All meetings involving grievances will be held during either unassigned time during the school day or after school hours. Meetings may be held if necessary during the school day by mutual agreement.

(b) During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.

(c) Any grievance not processed to the next level within the time limits, shall be considered automatically closed.

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

(e) Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate operation of the procedures set forth herein.

ARTICLE XX

SUMMER SCHOOL

109. The salary schedule and programs of the preceding school year shall govern all summer programs.

ARTICLE XXI

Duration

110. This Agreement shall become of full force and effect on September 6, 1966, subject to Article XIX above, and shall continue in full force and effect until midnight, June 30, 1968, and shall continue in effect from year to year thereafter, unless either party hereto shall give the other party at least sixty (60) days' written notice, by registered mail, before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to terminate the same or to change or amend any of its provisions.

BOARD OF EDUCATION

By (ELTON MAVON) sgd.
Its President

By (ALBERT P. MORRIS) sgd.
Its Secretary

FERNDAL E EDUCATION ASSOCIATION

By (ROBERT L. CORSINI) sgd.
Its President

By (MICHAEL S. MILLER) sgd.
Its Vice-President

By (MORRIS BEIDER) sgd.
Its Chairman of Negotiating
Committee

SCHEDULE A

I. COMPENSATION FOR EXTRA CONTRACTUAL ASSIGNMENTS

For extra-contractual assignments the teacher shall be paid in the following ways:

1. For the following classroom teaching assignments the hourly rate as described in Article V, Section V times 1.333 shall be paid: Credit courses in adult education, summer driver training, summer school classes, and study center classes.
2. For the following assignments which do not involve classroom teaching, the regular hourly rate shall be paid as defined in Article V, Section V: Work specifically requested and performed on Saturdays, Sundays, or holidays, or outside of the school calendar year.

II. COMPENSATION FOR EXTRA-CURRICULAR ACTIVITIES

Salaries of the following coaches shall be determined on a percentage basis; the percentage being applied against a step position on the salary schedule based on coaching experience. In determining the step position against which the percentage shall apply the step position must correspond with years of coaching experience; the step position will represent the sum of coaching experience in all sports, it being understood that coaching in one or more sports in any one year shall be treated as one year of coaching experience, and allowance shall be made for a maximum of 10 years of coaching experience obtained prior to employment within this school district.

<u>Classification</u>	<u>Coaching Position</u>	<u>% Applied to Step Position on Sal. Sch.</u>
A	Head Coach: Football, Basketball, FHS	9%
	Asst. Coach: Football, Basketball, FHS	6%
B	Head Coach: Swimming, Wrestling, FHS Baseball, and Track	7%
	Asst. Coach: Swimming, Wrestling, FHS Baseball, and Track	5%
C	Head Coach: Cross Country, Tennis and Golf, FHS	5%

Salaries paid to coaches in Class A shall include compensation for pre-season practice sessions.

Faculty Manager	1	FHS	\$615 per year
Annual (Yearbook)	1	FHS	\$400 per year
Newspaper	1	FHS	\$400 per year
Debate	1	FHS	\$400 per year

Forensic	1	FHS	\$400 per year
Student Council	1	FHS	\$400 per year
Student Council	1	LJHS	\$400 per year

The position of Cheerleader Sponsor at Ferndale High School shall be included among the extra-curricular activities for which there is compensation and the compensation shall be 4% of the salary schedule step position as determined for Ferndale High School athletic coaching positions.

The salary appropriation for the Ferndale High School Intramural Program for girls shall be \$3,000 (providing 500 two-hour sessions in a variety of activities involving qualified sponsors) the program being determined by a coordinator whose salary shall be 8% of her step on the salary schedule and the program shall be subject to the approval of the Ferndale High School Director of Athletics and the Ferndale High School Principal.

The salary for 7 men sponsors in the Lincoln Junior High School Intramural Program shall be set at \$633 each; the salary for 4 women sponsors in the same program shall be set at \$324 each; and the coordinator of the program shall have his salary set at 8% of his step on the salary schedule.

The salary of the band director shall be set at 7% of his step on the salary schedule.

The salary of the dramatics-stage crew sponsor shall have his salary schedule set at 6% of his step on the salary schedule.

Class Chairman--9th grade	- 1 sponsor	1% of the BA minimum
Class Chairman--10th grade	- 1 sponsor	1% of the BA minimum
Class Chairman--11th grade	- 1 sponsor	2% of the BA minimum
Class Chairman--12th grade	- 1 sponsor	3% of the BA minimum
Orchestra Director (FHS)	- 1 director	5% of his step on the salary schedule
Orchestra Director (LJHS)	- 1 director	2% of his step on the salary schedule

III. PROFESSIONAL IMPROVEMENT PLAN

Knowledge is continuously increasing as to the growth and development of children, and the nature of learning and the educative process, as well as in other areas relating to the competencies of the professional staff. The Board recognizes that it is the professional person's responsibility to maintain continuous awareness and study of the growing body of knowledge in his field, and the Board also believes that such efforts should be encouraged and supported.

It therefore shall be the policy of this district to recognize, encourage, and support professional improvement as hereafter described.

1. Additional pay for credits beyond the Bachelor's Degree but prior to the Master's Degree: Full tuition costs will be paid for successfully completed approved credit courses leading to a Master's Degree or a permanent certificate. Cost of required textbooks will be paid for the first ten hours of graduate work leading to a Master's Degree or a permanent certificate. Payments will be made subject to the following restrictions:
 - A. Not more than four hours of credit shall be compensated for in any one semester, except summer school.
 - B. Teachers being paid under the policy adopted in August, 1954, shall continue to be paid until benefits under this policy would normally expire in accordance with the plan. No credit for hours taken after September 1, 1966, will be allowed for an extension of this plan.
2. Additional pay for credits beyond the Master's Degree. For each semester hour of approved credit beyond the Master's Degree earned in any given year at an institution accredited by the North Central Association of Colleges and Secondary Schools or a reciprocal accrediting agency, including such approved credits as may have been earned prior to employment here, and officially certified on or before October 1, by the institution granting the credit, \$20 shall be paid annually subject to the following limitations:

<u>Semester Hours</u>	<u>Time Limitation</u>
1-9 (both incl.)	Five Year Period
10	None
11-19 (both incl.)	Five Year Period
20	None
21-29	Five Year Period
30	None

- A. No more than four hours of credit are to be counted in any semester.
- B. No more than ten hours are to be counted in any year, and
- C. Nor more than 30 hours are to be counted at any time, except as modified pursuant to paragraph 1 of a letter dated October 21, 1966, from the Board to the Association.
- D. Prior to their enrollment in a college or university course, for which additional pay will be claimed, teachers shall submit to the superintendent of schools a statement indicating (1) intention to take a course or courses for credit beyond the Master's Degree, name and location of the institution, course number, course title and description (obtained from catalog), and semester hours of credit; (2) teacher's objective in taking the course or courses; and (3) benefit which should accrue to the school district as a result of the teacher's successful completion of the course.

The statement, when submitted to the superintendent, may be referred to an evaluating committee. This committee shall consist of the superintendent of schools or his representative and three representatives of the Association. All matters pertaining to the approval of courses shall be approved by the superintendent and may be referred to this committee but, in any event, the recommendation of the committee is not binding on the superintendent.

- E. Courses for which credit has been earned prior to June 15, 1963, are considered to have been approved.

IV. DEPARTMENT CHAIRMEN AND RESOURCE TEACHERS

Department Heads for the following departments and Resource Teachers shall be paid an additional \$500 per year during 1966-67 and \$600 per year during 1967-68.

Ferndale High School: Business Education, English, Foreign Language, Industrial Arts (including Home Economics and Art). Mathematics, Science, and Social Studies.

Lincoln Junior High School: Language Arts, Mathematics, Science, and Social Studies.

Elementary Schools: Science Resource Teachers.

V. SUBSTITUTE TEACHERS

Emergency substitutes, daily rate of pay \$22.00, half-day rate \$11.00 for 1966-67, daily rate of pay \$25.00, half-day rate \$12.50 for 1967-68. Regular substitutes as defined by Board policy shall be paid at the annual rate of \$4,800. A regular substitute is one who has worked four weeks or more consecutively, this pay rate to be retroactive to the first day of the particular assignment.

Permanent Substitute -- When, however, the superintendent shall determine that the assignment of the regular substitute will be such (both with respect to duration and responsibility) that duties ordinarily carried through to completion by the regular teacher must be completed by a permanent substitute, payment is authorized at the salary schedule retroactive to the first day of the particular assignment.

VI. COUNSELORS AND SCHOOL DIAGNOSTICIANS

A. Special Increment

Counselors and School Diagnosticians shall receive an additional 5% of their salary step in recognition for the following special functions or duties:

1. For leadership within the school in curriculum, instruction, and guidance.
2. For responsibilities for the health, welfare, and growth of students.
3. For representing the school in community affairs.
4. For additional time required beyond the normal working day and year.

B. Advanced Training

Counselors and School Diagnosticians shall receive additional pay for advanced training beyond the Master's Degree. The compensation for this advanced training shall be 1% of his salary step for each six (6) semester hours of acceptable work but in no case will the compensation exceed ten (10%) percent.

C. Experience

For every year of experience, counselors and school diagnosticians will receive an additional 1% of their salary step not to exceed 5%.

VII. VOCATIONAL EDUCATION COMPENSATION

A teacher in any vocational education assignment for which state certification and approval are necessary and for which money is received in whole or in part from state funds shall receive extra compensation in the amount of \$350.00 annually above the salary schedule. In part time assignments the additional increment shall be prorated. Those on a special certificate will be paid for no more than five years on such certificate.

VIII. COMPENSATION FOR TEAM LEADERS

Team Leaders of ESEA programs shall receive 6% of their salary step.

IX. SALARY SCHEDULE

Step	1966-67 School Year		1967-68 School Year	
	<u>B.A. Degree</u>	<u>M.A. Degree</u>	<u>B.A. Degree</u>	<u>M.A. Degree</u>
10	9,200	10,200	9,400	10,400
9	8,650	9,600	8,850	9,800
8	8,225	9,150	8,425	9,325
7	7,825	8,700	8,000	8,875
6	7,450	8,300	7,625	8,450
5	7,100	7,900	7,275	8,050
4	6,775	7,550	6,925	7,700
3	6,475	7,225	6,625	7,350
2	6,175	6,900	6,325	7,025
1	5,925	6,600	6,050	6,725
0	5,675	6,300	5,800	6,425

Effective for the school year 1967-68 in addition to the salaries stated herein there shall be allocated to salaries of the unit employees forty per cent (40%) of the excess, if any, of the net basic state aid received by the District for the school year 1967-68 over the net basic state aid received by the District for the school year 1966-67. The term "net basic state aid" shall mean that aid computed on the basis of the official school enrollment as of the fourth Friday of the applicable school year. Such allocation shall be made by a joint committee consisting of three (3) members selected by the Association and three (3) members selected by the Board. If this committee is unable to reach a majority decision, the allocation shall be submitted to an impartial arbitrator selected in accordance with paragraph 106 of this Agreement. The decision of the impartial arbitrator shall be final and binding on all parties. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board.

X. SABBATICAL LEAVE

(1) Definition: Sabbatical leave shall be interpreted as leave from active duty granted to any teacher after seven consecutive years of professional service in the School District of the City of Ferndale for the purpose of improving instruction in the Ferndale Schools. Military leaves or government leaves shall not be interpreted as interrupted service. Sabbatical leave may be granted for one school year.

(2) Qualifications: An application for Sabbatical Leave of Absence may be filed with the Superintendent provided the following conditions are fulfilled:

- (a) The Applicant possesses a Michigan Life or Permanent Certificate.
- (b) The applicant has been employed by the Board as a teacher for at least seven consecutive years.
- (c) The applicant has not been granted Sabbatical Leave of Absence from the Ferndale Board of Education during the seven consecutive years of service immediately preceding current application.
- (d) The applicant signs an agreement to return to service with the Ferndale Board of Education immediately upon termination of Sabbatical Leave and continue in such service for a period of two years, or to refund all/or a prorated share of compensation received from the Board while on leave.

(3) Application: Application for Sabbatical Leave of Absence must be filed in the office of the Superintendent not later than March 1, preceding the school year when it is desired that the leave become effective. No more than two (2) teachers may be granted leave in any one year.

(4) Salary Provisions: The professional employee on leave shall receive as compensation during the period of absence from regular duties, one-half of his regularly scheduled salary that he would have received during the leave period.

XI. INSURANCE

1. For the school year 1966-67, the Board will pay three-fourths (3/4) of the cost to provide Blue Cross-Blue Shield M-75 insurance coverage for teachers and eligible dependants. For the school year 1967-68, the Board will pay the entire cost to provide the above described hospitalization and medical insurance coverage. Any teacher may, by written request to the Board, elect other hospitalization and medical insurance coverage at a cost not greater than the Board would be obligated to pay for such Blue Cross-Blue Shield insurance coverage for such teacher and his or her eligible dependents.
2. The Board will also pay the entire cost to provide the following life insurance coverage during the school years indicated:

A. For the school year 1966-67, \$1,500.00.

B. For the school year 1967-68, \$2,500.00.

SCHEDULE B

I. SCHOOL CALENDAR 1966-67

Monday, September 5	Labor Day
Tuesday, September 6	Pre-Opening Conferences--no classes
Wednesday, September 7	Pre-Opening Conferences--no classes
Thursday, September 8	Classes begin
Thursday, September 15	Jewish New Year--school in session
Friday, September 16	Jewish New Year--school in session
Thursday, November 3	Teachers' Institute--no classes
Friday, November 4	Teachers' Institute--no classes
Thursday, November 24	Thanksgiving Day
Friday, November 25	Thanksgiving Recess
Monday, November 28	Classes resume
Friday, December 23	Christmas recess begins, 3:30 p.m.
Sunday, January 1	New Year's Day
Monday, January 2	New Year's Day Observance--no classes
Tuesday, January 3	Classes resume
Friday, January 27	"Curriculum Development and Records Day"--no classes
Friday, March 17	Local Institute Day--no classes
Friday, March 24	Good Friday--no classes
Monday, March 27-Friday, March 31	Easter Recess--no classes
Monday, April 3	Classes resume
Tuesday, May 30	Memorial Day--no classes
Thursday, June 15	Teachers' Records--no classes
Friday, June 16	School year ends--no classes

Number of days for which teachers are paid	-- 200
Number of days teachers are on duty	-- 189
Number of days pupils are in session	-- 181

SCHOOL CALENDAR 1967-68

Monday, September 4	Labor Day
Tuesday, September 5	Pre-Opening Conferences--no classes
Wednesday, September 6	Pre-Opening Conferences--no classes
Thursday, September 7	Classes begin
Thursday, October 5	Jewish New Year--school in session
Friday, October 6	Jewish New Year--school in session
Thursday, (date to be announced)	Teachers' Institute--no classes
Friday, (date to be announced)	Teachers' Institute--no classes
Thursday, November 23	Thanksgiving Day--no classes
Friday, November 24	Thanksgiving Recess
Monday, November 27	Classes resume
Friday, December 22	Christmas recess begins, 3:30 p.m.
Monday, January 1	New Year's Day
Tuesday, January 2	Classes resume
Friday, January 26	"Curriculum Development and Records Day"--no classes

Friday, March 15
 Friday, April 12
 Monday, April 15-Friday
 April 19
 Monday, April 22
 Thursday, May 30
 Thursday, June 13
 Friday, June 14

Local Institute Day--no classes
 Good Friday--no classes
 Easter Recess--no classes
 Classes resume
 Memorial Day--no classes
 Teachers' Records--no classes
 School year ends--no classes

Number of days for which teachers are paid -- 200
 Number of days teachers are on duty -- 189
 Number of days pupils are in session -- 181

The number of days paid, duty days and session days shall not be changed for the duration of the agreement.

II. PROFESSIONAL ORGANIZATION MEETING CALENDAR

The second Monday of each month there will be time set aside after school which will be used within the school district for the district's professional organization's meetings.

The last Tuesday of each month there will be time set aside after school that will not be jeopardized by any administration meeting for the use of Building Representatives, Directors of the Association, and those required to attend the Association's Council meeting.

Dates for Full Staff (2nd Mondays)

1966 September 12
 October 10
 November 14
 December 12

1967 January 9
 February 13
 March 13
 April 10
 May 8

September 11
 October 9
 November 13
 December 11

1968 January 8
 February 12
 March 11
 April 8
 May 13
 June 10

Dates for FEA Council (4th Tuesday)

September 27
 October 25
 November 29
 December 20 (3rd Tuesday)

January 24
 February 28
 March 21 (3rd Tuesday)
 April 25
 May 23

September 26
 October 24
 November 28
 December 19 (3rd Tuesday)

January 23
 February 27
 March 26
 April 23
 May 28
 June 25

III. PARENT-TEACHER CONFERENCES

In the elementary grades parent-teacher conferences will be encouraged. Each teacher will be given compensatory time for conferences scheduled by the administration outside of the normal school day. Not more than two(2) evenings will be scheduled in any school year.

IV. RELEASED TIME FOR CURRICULUM DEVELOPMENT

A. Ferndale High School and Lincoln Junior High School

The administration and association representatives in each building will plan and use not less than three (3) half days for curriculum development. Schedules and plans for the use of these days will be approved by the Assistant Superintendent.

B. Elementary and Secondary Schools

A series of curriculum meetings will be developed and scheduled as the need arises by the Assistant Superintendent in consultation with the Professional Relations Committee. These meetings are to be scheduled with released time using the following basic plan:

Early Dismissal of Children	2:30 p.m. or last period in secondary
Curriculum Meeting	2:45 p.m.-4:30 p.m.