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Ferndale

1973-1976

AGREEMENT

between

THE BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CITY OF FERNDALE

and

THE FERNDALE EDUCATION ASSOCIATION

Ferndale, Michigan

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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 24th day of September, 1973 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, a Non-Profit Michigan Corporation, hereinafter called the "Association". Original AGREEMENT executed September 6, 1966.

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 recognizes 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. Board Recognition

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 means classroom teachers and other certificated persons on the teacher's salary schedule as follows:

classroom teachers	department chairmen
guidance counselors	special education teachers
librarians	vocational education teachers
occupational and physical therapists	school social workers
school psychologists (formerly diagnosticians)	permanent substitutes

certificated teachers employed by the Board working on Federal programs

certificated night school and summer school teachers, teaching credit courses, who are also employed in the Ferndale schools as regular teachers during the normal school year.

Personnel not included in the bargaining unit are those whose job by definition of Public Act 379 entails those duties of an administrator. They are as follows:

superintendent	business manager
assistant superintendent(s)	principal(s)
director(s)	assistant principal(s)
administrative assistant(s)	

Also excluded are office and clerical employees, and such other personnel as excluded by the recognition resolution adopted by the Board on the 12th day of July, 1966.

2. Employee Definition 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. Exclusive Negotiation The Board agrees not to negotiate on matters covered by Act 336 of the Public Acts of 1947 as Amended, including Public Act 379 of 1965, 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. Association Representation The Association is required under the Agreement to represent all of the teachers within the recognized bargaining unit fairly. The terms of this Agreement have been made for all teachers in the bargaining unit who are the recipients of the benefits and are represented by the Association which was the choice of a majority of the teachers within the recognized bargaining unit.

5. No Discrimination There shall be no discrimination by the Association or the Board toward any employee(s) because of race, creed, color, sex, marital status, or number of dependents. All will be equally considered under the provision of this Agreement and in accordance therewith.

6. Representation Fee Any teacher who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment pay as a fee to the Association, an amount equal to the membership dues payable to the Association, the M.E.A. and the N.E.A. provided, however, that the teacher may authorize payroll deduction for such fee. A teacher who commences teaching duties during the school year but after the beginning of the regular school year, and is not a member of the Association or has not made application for membership, will be assessed a Pro Rata amount of the full fee. In the event a teacher shall not pay such a fee directly to the Association or authorize payment through payroll deduction, as provided in Article II, Section 7, the Superintendent or his designee, shall, upon notification in writing from the Association, immediately notify the teacher in writing of the provision of this contract and require compliance within thirty (30) days. Should the teacher fail to pay such representation fee, the Superintendent shall request the Board to discharge such teacher. In the case of teachers who have attained continuing tenure status under the Michigan Teachers' Tenure Act, the Association shall undertake proper filing of charges required under such Act. The Board shall institute action to comply with the provision of Article II, Section 7, following the procedures as set forth in Article IV of the Teachers' Tenure Act. The Board and the Association expressly recognize that the failure of any teacher to comply with the provision of this article is just and reasonable cause for discharge from employment.

6A. As a condition of the effectiveness of this section, the Association agrees in any case in which a teacher(s) contests discharge under the provision of Article II, Section 6, before the Board of Education, the State Tenure Commission or the Courts, and it is necessary for the Board and/or its individual members to hold hearings or defend actions taken for the purpose of complying with this Article, the Association agrees to pay all costs of such proceedings to the Board exclusive of attorney fees. The Association shall have the right to have its legal counsel participate in such proceedings.

7. Dues Deduction The Board, for the convenience of the Association and its members, shall deduct from the salary of each teacher (defined in Section 2 of this Article) who executes the proper authorization, only those dues and assessments which are uniformly required and approved in accordance with the constitution of the Association for membership in the Association; provided, however, that always as a condition for making such deduction the Board has received from said teacher in the bargaining unit, a voluntarily executed dues authorization.

8. Association Notification to Board Dues and Assessments - The Association shall notify the Board in writing of dues and assessments. The Board shall be obligated to make only one change in dues and one special assessment in any one school year. Each new teacher will not be considered a change.

9. Change in Authorization 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 1st of each year for that school year's dues.

10. No Denial or Restriction of Rights 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

11. 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.

12. 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.

13. 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.

14. 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.

15. Copies of the Agenda 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.

16. 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.

17. 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.

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

19. 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.

20. Association-Released Time The Association, as a group, shall have a maximum of thirty-five (35) scheduled teaching days of released time as paid personal leave days to allocate to its personnel for Association business of the Ferndale Education Association. Association members will apply for such released time on the regular personal leave application forms in the usual manner but the application must have the approving signature of the Association president before it is submitted to the Board.

21. 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.

22. 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 safe-keeping 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 evaluation by Ferndale administrators, commendations, and validated complaints directed toward the teacher which are included in the personal file shall be initialed 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.

23. 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. The representative shall not delay presenting himself beyond thirty (30) minutes following the close of the school day for students. However, if it is not possible for the representative of the Association to be present on the day of the occurrence then he shall meet with the parties no later than the following day.

24. 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 thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth. However, the discharge, demotion or suspension without pay of a tenure teacher shall not be subject to the provisions of this Agreement. (Refer to Article XIII, Sections 92 and 96).

25. The parties seek to educate young people in the democratic traditions, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of their respect for the Constitution and the Bill of Rights. Therefore, teachers shall have reasonable freedom in the implementation of the curriculum. However, this does not exclude the right and the obligation of the administration to question, instruct, and direct whenever necessary.

ARTICLE IV

RIGHTS AND RESPONSIBILITIES OF THE BOARD

26. 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 provision of this Agreement.

27. 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 provision 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.

28. The parties agree and recognize that except as expressly provided otherwise by the terms of the 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

29. 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

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

31. The compensation 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.

32. 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.

33. 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.

34. 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.

35. When a teacher is initially employed, one step of the then current salary schedule shall be added for each prior year of teaching experience, and experience credit as listed below, not to exceed five (5) years. When the Board finds it necessary to grant further experience credit to interest candidates who are in fields where teacher shortages exist, they may go up to the maximum step on the schedule. Experience credit shall be given for military experience in the Armed Forces of the United States since September 1, 1940, provided not more than three (3) years of 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 five (5) years shall be given, except as noted above. Experience shall be computed to the nearest half year. A teacher so employed, who has seven or more years experience, and who receives a satisfactory evaluation for his first year of teaching, shall receive two increments in the year following his hire or rehire. Thereafter, he shall receive one increment per year to the maximum.

36. 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.

37A. Upon the receipt of certification by the Superintendent's Office that the requirements for the Master's Degree have been completed, the annual salary rate adjustment shall become effective the first (1st) pay period of the school year, if certification has been received in the Superintendent's Office at least fifteen (15) days prior to that time, or in the first (1st) pay period of the second (2nd) semester, if certification has been received in the Superintendent's Office at least fifteen (15) days prior to that time. The additional pay for the Master's Degree will be paid retroactive to the date requirements were completed and pro-rated over the remaining pay periods for that school year. If the certification is received after the beginning of the second semester, the added compensation will be paid with the last check of the school year.

37B. As a condition of effectiveness of this section, a letter certifying completion of requirements for the Master's Degree or a transcript certifying completion of such requirements is to be submitted to Central Office within thirty (30) days of completion of requirements to qualify for retroactive payment as noted above. Failure to so notify will cause the increase to become effective with the first pay of the following semester.

38A. 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.

38C. 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 .333 hours) 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).

39. Payment of Compensation Teachers will receive their annual salary in accordance with Schedule A of the Agreement in twenty-six (26) equal bi-weekly payments, September through August. Teachers who want to receive a lump sum payment at the end of the regular school year must notify the Finance Office in writing prior to April 1 of the current year. Teachers who want their checks mailed to them at a summer address on a bi-weekly basis must notify their school office and provide a summer address prior to the end of the current school year. Scheduled payday are set forth in Schedule A, Section X.

ARTICLE VI

40. Hours, Work Day and Week 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.

41. 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, etc. Accordingly, the normal teaching day shall be:

- (a) FERNDALE HIGH SCHOOL (7:55 a.m. - 3:05 p.m.) All high school teachers shall be entitled to a thirty (30) minute duty-free lunch period.
- (b) LINCOLN JUNIOR HIGH SCHOOL (8:25 a.m. - 3:31 p.m.) All junior high school teachers shall be entitled to a thirty (30) minute duty-free lunch period.
- (c) ELEMENTARY SCHOOLS (8:25 a.m. - 3:35 p.m.) 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.

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

ARTICLE VII

TEACHING LOADS AND ASSIGNMENTS

43. 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.

44A. 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-five (45) minutes each and five (5) unassigned preparation periods of forty-five (45) minutes each. Preparation time is considered to include conferences with counselors, parent-teacher conferences, relief time, conferences with administration, planning and other related activities. A more definitive agreement concerning the use of time when students are being taught by a special teacher in the elementary schools is covered in Schedule D attached and made a part hereof.

B. A teacher in grades seven (7) through twelve (12) will be given class assignments which will provide a limit of no more than three (3) separate preparations per semester wherever possible within the field of competency and skills of the involved staff.

C. Department Chairman - High School Department Chairman of the Mathematics, English, Science, Social Science, Fine and Practical Arts, and Business Education at Ferndale High School, shall have in addition to the regular planning period one period per day designed to provide an opportunity for them to assist the principal with teacher evaluation, curriculum coordination, and other routine department duties.

D. Department Chairman - Junior High School Department Chairman of the English, Science, Social Science, and Mathematics Departments at Lincoln Junior High School shall be provided with released time in addition to the regular preparation period per day designed to provide an opportunity for them to assist the principal with teacher evaluation and curriculum coordination, and other routine department duties.

45. Split Sections Every effort will be made to develop a Master Schedule without split sections. Teachers who will be assigned to teach these split sections at the beginning of the new school year will be given notice by May 15 prior to the end of the current school year. Split sections shall have fewer students than regular sections, when possible.

46. 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 fields of study.

47. 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.

48. 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.

49. When it becomes necessary because of space, financial limitations, shifts in student population and/or to provide racial balance of the professional staff, the Board will assign and/or dissolve split sections, and direct the teacher transfers as needed by the second Friday of the new school year. Such action shall take place after full explanation and consultation with the affected teachers and Association representatives.

ARTICLE VIII

TEACHING CONDITIONS

50. 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.

51. It is acknowledged 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. However, the teacher recognizes a responsibility for maintaining proper student conduct and deportment and for taking action whenever violations of school rules are observed. Building administrators will work with teachers in fulfilling this responsibility.

52A. 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 the event that a teacher's aide is not placed with the class within twenty (20) working days following a written request by the affected teacher to the building principal, the classroom teacher shall receive additional compensation equal to an aide's salary from the date of request until an aide is placed. Beginning with the 1974-1975 School Year, the second sentence shall be changed to read, "In classes where the maximum is exceeded by two (2) or more pupils, a teacher's aide will be hired for that class until such time as the class limit is properly met." (Split Sections refer to Section 45).

52B. In Grades 7-12, except in certain 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.

53. The overall teacher-pupil ratio of 1:24 shall be maintained excluding special education teachers and students, whenever possible.

54. 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.

55. The Board shall make available, in each school, adequate rest-room 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 teachers' 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.

56. 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.

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

58. 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.

59. The provision 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, 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.

60. When a child is designated by the Board's consulting psychiatrist as needing special hospitalization or special care and when, in his best judgment, the child 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:

61. Crisis Committee 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-Instruction, a building principal, the reading consultant, the school psychologist, the Director of Special Education, and the FEA representative. The school social worker 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 all or part of the following criteria:

- A. The teacher is having considerable difficulty in controlling a 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 the school psychologist.
- 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 the Director of Special Education convenes the Crisis Committee at a designated time and place.

62. 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 at a designated time, usually four weeks after the initial staffing, to discuss progress, or lack of progress, and to evaluate the initial recommendations.

63. 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

64. 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 (65) 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.
- D. Final date for filing an application for the position.

For those positions occurring with the Unit, the following shall apply: no such vacancy shall be filled except on a temporary basis, until such vacancy has been posted for at least ten (10) calendar days.

65. A "promotion" is a change in position which results in additional compensation for additional duties or responsibilities being conducted during the regular school day.

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

66. Any teacher may apply for a vacancy in a position considered to be a promotion as defined in (65) above. In filling such vacancy, the Board shall consider the professional background and attainments of all applicants, and other relevant facts; provided, however, in all appointments to positions the Board's decision shall be final.

67. If any vacancy in any position considered to be a promotion as defined in (65) 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.

68. 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.

69. 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

70A. 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. Written request may be made for a transfer on school district forms 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, or his designate, 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, or his designate, shall consider all factors making his best judgment in weighing both the needs of the individual and the school district.

D. Employees considered by the superintendent, or his designate, will be informed of approval or denial of the request. The denial of such request may be reviewed by the teacher and superintendent, or his designate.

E. If the above function is performed by a designate of the superintendent and the employee is not satisfied with the decision, the employee may request a meeting with the superintendent.

ARTICLE XI

LEAVE POLICIES

71. Job-Related Injury No deduction shall be made from the pay of any teacher, for absence resulting from injury received when on duty incidental to such employment, for a period not to exceed seven (7) calendar days from the date of such injury; however, if the injury continues beyond fourteen (14) calendar days and workmen's compensation award is paid for the first week of absence, the employee shall endorse said check and turn it over to the district or reimburse the district by other means of legal tender; 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 Board will supplement the compensation award or other payment of an employee up to an amount equaling seventy (70) percent of the employee's regular gross pay during such period.

72. During each year the teacher will earn 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 earned 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. If unearned sick days have been paid to the employee and the employee is leaving active employment within the district, the overpayment will be deducted from the employee's final check.

73. A returning teacher, absent from school at the beginning of the school year because of sickness or physical disability, may draw upon his sick bank.

A new teacher, absent from school at the beginning of the school year because of sickness or physical disability, may draw upon his sick bank upon assuming his professional responsibility.

74. When an employee is absent the day before and/or the day after an institute or holiday, without proper authorization, he shall not receive his salary for the day he was absent unless his absence is due to personal sickness or death in the family. In case of personal sickness, he shall receive pay for the day absent, providing 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 holiday occurs.

75. Personal Leave Personal leave days to a maximum of three (3) days per school year will be granted to teachers for emergency or exceptional reasons and to attend to urgent and essential personal affairs that cannot be performed outside of the regular school day. All personal leave days in excess of three (3) per year will be deducted from the "Current Allowance" of the teacher's accumulated sick leave, provided they fall within the guidelines for personal leave as established by the Professional Relations Committee. Except in emergency cases, written application for leave must be made in advance and records maintained of days used. The administration has discretionary authority for ensuring all days over three (3) fall within the framework of the aforementioned guidelines. Abuses of the intent of the above personal leave policy will result in the loss of pay for those days, and a reprimand will be placed in the personnel file of the employee.

PERSONAL LEAVE POLICY

Personal Leave is a misnomer. The name of this leave should be Emergency Leave. These days should be taken only when it is not possible to conduct pressing personal business outside of the regular school day. This is important.

The Association is not in sympathy with individuals who abuse this policy by taking them as "Mental Health Days" or for trivial reasons. Indeed, we feel this is a breach of the Code of Ethics of the profession.

Each teacher is allotted three (3) days which can be used in emergencies or for pressing business. The administration cannot refuse to grant the teacher these days except if they are taken before or right after a vacation and/or holiday period. Teachers shall be granted additional emergency leave time provided the reasons for such leave falls within the guide lines. This additional time will be deducted from the teacher's Personal Sick Bank.

The Association advises that teachers applying for personal leave should state their reason. If the need for personal leave is of an extremely personal nature the reason need not be stated on the application. "Personal Business" may be used as a reason for leave only three days during the year.

GUIDE LINES - PERSONAL LEAVE

Personal Leave will be granted for reasons such as:

Serious illness in the immediate family.
Death in the immediate family.
Religious Holidays.
Moving of residence.
Emergency and/or extenuating circumstances, such as business or doctor and dentist appointments which cannot be handled outside the hours of the normal school day.

76. A teacher required to serve as a juror in any proper court of jurisdiction will continue to be paid his regular salary during such term of jury service. To qualify for salary payment, the teacher must endorse and deliver all checks of payment for jury duty over to the school district.

77. 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. A teacher returning from a leave of absence will be placed in an available position in which he is certified to teach, if his former position is unavailable.

LEAVES OF ABSENCE--TYPES AND SPECIFIC CONDITIONS

78. Health Leave, upon the recommendation of a physician, shall be granted for a period of up to one (1) year. 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 to his position. 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 an opening for which he is qualified occur.

79. Maternity Leave shall be granted for the balance of the school year. An employee requesting such leave shall file her request in writing and provide a medical statement from her physician indicating estimated date for birth of the child, no less than six (6) months before the expected birth of the child. The Board may at any time after the fifth (5th) month of pregnancy require the teacher to commence the leave of absence if a qualified replacement is available, unless the employee furnishes the Board with a written statement from her medical doctor that she is capable, without harm to herself or without appreciably reduced capabilities in the classroom, to continue in her position for the next month. These written statements must be provided monthly. The employee shall file notice of intent to return at least thirty (30) days prior to the expiration of the leave, accompanied by a statement from her physician certifying fitness to return to full time employment.

80. Adoptive Leave, if requested by the foster mother within thirty (30) days after the child is assigned to her, will be granted for a period not to exceed one (1) year.

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

82. Peace Corps Leave will be granted for a period not to exceed one (1) year.

83. Political Leave will be granted for a period not to exceed one (1) year.

84. Association Business Leave will 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.

85. Overseas Teaching with the Armed Forces Leave will be granted to any teacher for a period not to exceed one (1) year.

All of the above mentioned leaves of absence except Political Leave and Association Business Leave, which are for the term of the office, may be for a period not to exceed one (1) year.

Leaves may be renewed by making a request for renewal of the leave to the district and receiving the recommendation of the superintendent.

86. Military Leave Any employee covered by the terms of this Agreement 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.
- E. It is at the end of his military obligation, if drafted, or at the end of his enlistment, if he enlisted. If he re-enlists under either of the above mentioned conditions, this section does not apply.

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

- F. Accrual of seniority shall be granted.
- G. Increments shall be added as if the employee had been in the school district employ during the time of such active service in the forces; but
- H. In the case of a certified 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.

87. 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

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

- A. A pre-employment health examination, as determined by the Board, shall be given all employees by an agent or agency designated by the Board.
- B. Require every employee to have a tuberculin skin test and/or a chest x-ray every year.
 - (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.

89. 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 (iii) above, through his private physician the teacher will be responsible for paying the costs.

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

91. 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

92. 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, through the life of this Agreement, said Act having been adopted in this school district by referendum vote on June 8, 1953.

93. A teacher may 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*.

94. 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).

95. At least sixty (60) days before the close of each school year, the Board 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. A probationary teacher not recommended for employment for the following school year will be given his performance evaluation not later than twenty (20) calendar days prior to final action by the Board. If termination is necessitated by reason of school finances or reduced enrollment, the teacher shall be notified by the end of the school year.

96. 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.

97. 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).

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

ARTICLE XIV

EVALUATION

98. Evaluation Instrument Committee The Board and the Association will continue the committee, comprised of three administrators, selected by the Board and three teachers, selected by the Association for the purpose of designing an evaluation instrument, to evaluate the effectiveness of the "evaluation instrument", and to recommend changes in the instrument, if needed, to the superintendent for his review and approval and subsequent submission to the Board for acceptance or rejection.

99. (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 Schools' office.

(e) The teacher shall sign the summary statement and may prepare his own statement for forwarding to the principal and superintendent.

ARTICLE XV

PROTECTION OF TEACHERS

100. 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.

101. The Board will reimburse teachers for damage or destruction of clothing or personal property of the teacher while on duty in the school up to an amount of \$100.00 if it is determined to be a willful action of students. Total annual liability under this Agreement shall not exceed \$1,500.00. A joint committee comprised of two (2) administrators, selected by the Board, and two (2) teachers, selected by the Association, shall rule on the validity of all claims. In the event the committee cannot reach a majority decision, the superintendent shall review the claim and submit his vote which shall be counted in reaching a simple majority decision.

102. Teacher Liability Protection Teachers shall exercise reasonable care with respect to the safety of pupils and property, and shall not be individually liable for any damage or loss to person or property except in case of negligence and/or neglect of duty.

ARTICLE XVI

THE PROFESSIONAL RELATIONS COMMITTEE

103. The Board and the Association will establish a Professional Relations Committee not to exceed eight (8) members (four from each party) which shall meet within ten (10) days of a request for a meeting by either of the parties, but in no instance more than once each month, except by mutual agreement. The purpose of this committee is to discuss and study matters of mutual interest concerning the Ferndale Schools, which fall within the provisions of this contract and the personnel policies.

104. 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.

105. 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

106. 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

107. 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 a.m.

108. This Agreement shall supercede any rules, regulations or practices of the Board which shall be contrary to the expressed 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.

109. 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.

110. 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.

111. This Agreement is subject in all respects to the Constitution and laws of the United States and the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association and employees in the bargaining unit, and in the event that any provision of this Agreement shall, at any time, be in conflict with state and/or federal administrative decrees and/or judgments or decrees of a court of competent jurisdiction, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect. However, prior to the effective date of compliance to such decrees or judgments (as noted above) related to working conditions of teachers, the Board shall give the Association reasonable notice in order 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.

112. 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.

113. Retirement Pay (a) The Board agrees to provide payment of one half day's pay for each day remaining in the teacher's unused sick leave current allowance, at the time of retirement to a maximum of two thousand dollars (\$2,000) and provide a minimum payment to be no less than five hundred (\$500) to teachers retiring from the School District of the City of Ferndale meeting the qualifications of paragraph (b).

(b) To be qualified for retirement payment, a teacher must have reached his fifty-fifth birthday, have made application for and have been granted a Bona-Fide retirement under the provisions of the Michigan Teachers' Retirement Act and have ten (10) years of continuous service in the School District of the City of Ferndale.

114. While it shall continue to be the policy to employ on the instructional staff persons with a bachelor's degree every reasonable effort will be made to obtain teachers holding either a provisional, permanent, or life certificate. 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 counseling staff.

115. 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 secretary may leave the building for Association business during their preparation periods; however, the Association agrees this shall not be abused.

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

117. Shop and/or Laboratory Coats The Board will purchase two (2) shop aprons and/or lab coats for teachers scheduled into shop or laboratory class sections and will provide for laundering of these garments.

ARTICLE XIX

GRIEVANCE PROCEDURE

118. 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 as otherwise indicated, means Monday through Friday inclusive. However, legal holidays and recesses, except the summer recess, shall not be considered as days under this section.

119. 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.

120. 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, or his designate, when the particular grievance arises in more than one school building.

121. 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 five (5) 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, the grievance shall be reduced to writing, signed by the grievant and submitted within five (5) days to his supervisor. The supervisor shall give his written disposition within five (5) days following receipt of the grievance.

(c) Level Three:

If the grievance is not satisfactorily resolved at Level Two, it may be submitted to the Assistant Superintendent, Personnel Relations within five (5) days following receipt of the disposition in Level Two. A grievance affecting a group of employees and/or more than one school building may be directly instituted at this level and signed by a representative for the Association. The Board's representative or the Association's representative may request at Level Three that the grievance be discussed at a Professional Relations Committee meeting in an attempt to resolve the matter. Outside council or representatives may be invited to be present by either party with notice to be given. Time limits would be extended by the extent this action would require. A written disposition shall be given within five (5) days following the receipt of the written grievance, or in the event it is discussed at a Professional Relations Committee meeting, a written disposition shall be given within five (5) days following the Professional Relations Committee meeting(s).

(d) Level Four:

If the grievance is not satisfactorily resolved at Level Three, the Association may submit the grievance to the Board within ten (10) days following receipt of the disposition in Level Three. The Board may schedule a hearing on the grievance or decline to do so. If it schedules a hearing the same shall be held within thirty (30) days. A written disposition shall be given within ten (10) days following the meeting.

(e) Level Five:

If the grievance is not satisfactorily resolved at Level Four, or if a notice that no hearing will be granted is received, the Association may request, within ten (10) days that the matter be submitted to impartial arbitration. If the grievance is to be submitted to impartial arbitration, a request shall be sent to the American Arbitration Association requesting their services. The selection of an arbitrator and the conducting of the hearing will be in accordance with their procedures. The decision of the impartial arbitrator shall be final and binding on all parties. The impartial arbitrator shall have no power to add to, subtract from, disregard, alter, change or modify any of the terms of this Agreement. The expenses and fee, if any, of the impartial arbitrator shall be shared equally by both parties.

122. Rights to Representation:

A teacher may be represented at all meetings and hearings at all levels 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 the grievance processing. All essential witnesses may be required to attend grievance meetings.

123. 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

EXTRA-CONTRACTUAL TEACHER OPENINGS

124. All openings for positions to staff summer school, night school, adult education and driver education classes will be posted in all school buildings. Teachers submitting applications shall be given consideration in the same manner as that used to select personnel for promotional openings.

ARTICLE XXI

DURATION

125. This Agreement represents the entire agreement between the Board and the Association and supercedes all prior Agreements between them and shall become of full force and effect with the beginning of the 1973-1974 school year, and shall continue in full force and effect until midnight June 30, 1976, 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

THE FERNDALE EDUCATION ASSOCIATION

BOARD OF EDUCATION
SCHOOL DISTRICT OF THE CITY OF FERNDALE

For the Association:

For the Administration:

Morris Beider/signed
Chairman of Negotiations

John J. Houghton/signed
Superintendent of Schools

Martha Kinney/signed
President

Thomas W. McKinnon/signed
Chairman of Negotiations

Eric Langer/signed
Committeeman

For the Board:

Earl Frost/signed
Committeeman

Jon H. Kingsepp/signed
President

Frances Jenkins/signed
Secretary

Dated: October 15, 1973

SCHEDULE A

I. COMPENSATION FOR EXTRA-CONTRACTUAL ASSIGNMENTS

1. Summer school teachers teaching credit classes will be compensated at the salary schedule rate of the preceding school year.
2. Night school, adult education, and driver education teachers teaching credit courses, shall be compensated at the salary schedule rate.
3. The maximum hourly rate to be paid for these positions for Ferndale teachers shall be the M.A. 10 step of the 1969-70 school year salary schedule. If a Ferndale teacher was compensated during the 1970-71 school year or during the 1971 summer session for teaching credit courses at a rate higher than the aforementioned rate, that rate shall then become his maximum rate.

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.

Classification		% Applied to Step Position On Salary Schedule
A	Head Coach: Football, Basketball, F.H.S.	11%
	Asst. Coach: Football, Basketball, F.H.S.	8%
B	Head Coach: Swimming, Wrestling, F.H.S.	10%
	Head Coach: Soccer, Baseball, Track, F.H.S.	9%
	Asst. Coach: Swimming, Wrestling, F.H.S.	8%
	Asst. Coach: Soccer, Baseball, Track, F.H.S.	7%
C	Head Coach: Cross Country, Tennis and Golf, F.H.S.	7%

Salaries paid to coaches in Class A shall include compensation for pre-season practice sessions, excepting that varsity football coaches will be given \$100.00 for the additional week of conditioning instituted during the 1970-71 school year. The number of coaches to receive this additional compensation will be on the ratio of one (1) coach for every forty (40) or major portion of (40) on the varsity football squad.

D. Annual (Yearbook)	1	FHS	\$660 per year
Newspaper	1	FHS	\$440 per year
Debate	1	FHS	\$440 per year
Forensic	1	FHS	\$440 per year
Student Council	1	FHS	\$440 per year
Student Council	1	LJHS	\$440 per year
National Honor Society	1	FHS	\$440 per year
Safety Patrol Sponsor	1	Elem. School	\$ 90 per year
Service Squad Sponsor	1	Elem. School	\$ 60 per year
Science Resource Teacher	1	Elem. School	\$600 per year

- E. For those qualified sponsors involved in the Ferndale High School Intramural Program for girls, a payment with \$3.00 average payment per hour will be granted up to a total maximum cost of \$3,000.00 based upon five hundred (500) two (2) hour sessions in a variety of activities.
- F. Coaches in the Lincoln Junior High School Athletic Program for boys will receive compensation in the amount of 6% of the B.A. base pay upon completion of each coaching assignment. Persons working with the girls' athletic activity, including cheerleader sponsor, will receive compensation in the amount of \$130 upon completion of each assignment.
- G. The salary of the Ferndale High School Cheerleader Sponsor shall be set at 5% of her step on the salary schedule.
- H. The salary of the High School Intramural Program Sponsor for girls shall be set at 9% of her step on the salary schedule.
- I. The salary of the Junior High School Athletic Program Coordinator for both boys and girls shall be set at 10% of his step on the salary schedule.
- J. The salary of the Ferndale High School band director shall be set at 8% of his step on the salary schedule.

The salary of the band director (one director) of Lincoln Junior High School shall be set at 3% of his step on the salary schedule.

The salary of the choir director (one director) of Ferndale High School shall be set at 6% of his step on the salary schedule.

The salary of the dramatics-stage crew sponsor shall be set at 7% of his step on the salary schedule.

Class Chairman--9th grade	-1 sponsor	2% of the BA minimum
Class Chairman--10th grade	-1 sponsor	2% of the BA minimum
Class Chairman--11th grade	-1 sponsor	3% of the BA minimum
Class Chairman--12th grade	-1 sponsor	4% of the BA minimum
Orchestra Director (FHS)	-1 sponsor	6% of his step on the salary schedule
Orchestra Director (LJHS)	-1 sponsor	3% 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, Permanent Certificate or thirty (30) hours. Cost of required textbooks will be paid for successfully completed approved credit courses leading to a Master's Degree, Permanent Certificate or thirty (30) hours. 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.

A credit hour shall be interpreted to mean one hour per week of attendance in a college/university course. In view of the fact that there are semesters, quarters, and trimesters, the credits will be reduced to semester hours; and if it can be established that during the period covered in the said semester, quarter, or trimester, the student did not attend more than four (4) hours per week in a class, (except for accelerated scheduled program of 5 hours of attendance for 4 hours of credit), the credit shall be recognized and without regard to the number of semesters, quarters, or trimesters covered by the student in the school year (September through June).

B. A teacher who has completed 30 graduate semester hours of credit in his teaching discipline (major) and has been approved for Master's Schedule equivalency pay by the Professional Improvement Committee, will at that time begin receiving compensation at his step on the Master's Salary Schedule for a period not to exceed three (3) years. At the end of the third year, unless requirements for a Master's Degree have been completed, compensation will be returned to the amount of the Bachelor's Salary Schedule step. The Professional Improvement Committee shall develop reasonable and acceptable guidelines to govern the administration of contract language dealing with elementary teachers.

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 (inclusive)	Five Year Period
10	None
11-19 (inclusive)	Five Year Period
20	None
21-29 (inclusive)	Five Year Period
30	None

A. Not more than four (4) hours of credit shall be compensated for in any one semester except summer school.

- B. A credit hour shall be interpreted to mean one hour per week of attendance in a college/university course. In view of the fact that there are semesters, quarters, and trimesters, the credits will be reduced to semester hours; and if it can be established that during the period covered in the said semester, quarter, or trimester, the student did not attend more than four (4) hours per week in a class (except the accelerated scheduled program of 5 hours of attendance for 4 hours of credit), the credit shall be recognized and without regard to the number of semesters, quarters, or trimesters covered by the student in the school year (September through June).
- C. Not more than 30 hours are to be counted at any time.
- 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.

3. Additional compensation for credits completed above the Master's Degree plus 30 hours leading to an advanced degree

- A. Eligibility A teacher who has attained at least 30 hours of credit beyond his Master's Degree and is interested in obtaining additional hours which will lead to a Specialist, Ed.D or Ph.D Degree may apply to the Professional Improvement Committee for their approval of his degree plan and receive compensation from the Board for semester hours completed in accordance with the following provisions.
- B. Professional Improvement Committee The Professional Improvement Committee shall be composed of two (2) administrators appointed by the superintendent and two (2) teachers to be selected in any manner determined by the Association who shall hold membership on the committee for such terms as the superintendent and Association individually may determine. Any application submitted for approval by the committee shall only be approved by a majority vote of the committee.
- C. Committee Approval of Degree Plan Before approval can be obtained from the committee the teacher applicant must meet the following requirements.
 - 1. He must discuss with his principal his degree objectives and the subject area in which he expects to do his research. He will be expected to establish a proposed study and research plan with his

principal that will provide some tangible related benefits to his teaching area and subsequently to the school district, subject to the approval of his plan by the college/university that it will meet the requirements for an advanced degree.

2. The committee shall formally review the teacher applicant's advanced degree plan with him and his principal and recommend any alterations or changes which it believes necessary. Following this review the committee may at its option interview the applicant as to his effectiveness as a teacher and also evaluate his teaching attainments within the classroom. The committee shall either grant approval for the teacher applicant to proceed with his degree plan or withhold approval. In the event the committee denies approval of the degree plan, the applicant shall receive a written explanation of the reason(s) for the denial.

- D. Pursuit of the Degree Plan by Teacher Applicant In meeting the requirements of the various courses in his plan as approved by the committee and his college/university the teacher applicant will be expected to relate and tie in, wherever possible, papers, projects and research which will have meaningful benefit and value to his course area, teaching assignment and the school district. This will require continuing consultation with his principal and/or members of the committee once he is made aware of the requirements of any course.
- E. Review of Progress The committee shall be responsible for reviewing the progress of the teacher applicant and ask him to report verbally or in writing, read or make available certain parts of his course requirements to the committee or Board of Education relative to some important unit of work or research completed in his approved plan.
- F. Time Limitation No limitation will be in effect as to the number of semester hours of work that can be taken by the teacher at any time during the school year. The teacher may have five (5) years from the date of his acceptance in the program to complete the requirements for his degree. Extensions of this five year period may be obtained from the committee for extenuating circumstances.
- G. Recognition of Current Employees Any employee currently employed by the school district who has completed more than thirty (30) semester hours of credit beyond the Master's level shall be eligible to apply to the committee for their approval of his college/university approved advanced degree plan above the Master's plus thirty (30) semester hours. When the committee has approved his plan he will then be eligible to receive reimbursement for the semester hours he has already completed above the Master's plus thirty (30) semester hours providing such semester hours can be applied to the semester hours requirement of his plan leading to an advanced degree. A statement of certification from his college/university that such semester hours completed can be applied against his degree requirement will be necessary when submission is made for payment.

- H. Semester Hours Prior to Employment Semester hours of credit above the Master's plus thirty (30) semester hours which have been completed prior to the teacher's employment by the school district will be eligible for payment by the Board as soon as they are accepted by the college/university and the committee as a part of the teacher's semester hours requirement leading to an advanced degree.
- I. Advanced Degrees Already Completed Any employee who has completed the requirements for a degree of Specialist, Ed.D, or Ph.D shall be eligible for compensation for all semester hours completed above the Master's plus thirty (30) semester hours up to seventy (70) semester hours of credit by applying to the committee and receiving approval for the number of semester hours of credit completed as well as an additional four hundred dollars (\$400) of compensation if they have already received an Ed.D or Ph.D degree.
- J. Compensation Semester hours received from courses approved by the committee under teachers' advanced degree plans as indicated above shall be compensated at the rate of twenty dollars (\$20) a semester hour when such semester hours from an accredited college/university are completed by the applicant, certified by the institution as completed, and submitted through the superintendent's office for payment by the Board prior to October 1 of each year. Teachers with approved degree plans may receive compensation for forty (40) semester hours above the Master's plus thirty (30) hours which would be a maximum of seventy (70) semester hours. An additional four hundred dollars (\$400) in compensation will be added when the teacher receives his Ed.D or Ph.D degree. Compensation will be paid for only one (1) Specialist degree.
- K. Compensation Reduction In the event the teacher does not complete his advanced degree requirements in the prescribed five (5) year period as provided in paragraph (6), ten (10) semester hours will be deducted from the teacher's continuing annual salary payment, leaving a maximum of sixty (60) semester hours above the Master's degree as the continuing part of his annual salary.

IV. DEPARTMENT CHAIRMEN

Department Heads for the following departments shall be paid, during the duration of this Agreement, an amount equal to five percent (5%) applied to his step position on the salary schedule or \$600.00, whichever is greater.

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.

V. HEAD COUNSELOR-LINCOLN JUNIOR HIGH SCHOOL

The Head Counselor at the Lincoln Junior High School will be paid an additional \$500.00 per year.

VI. PERMANENT SUBSTITUTE

A permanent substitute is a substitute teacher assigned so that the duties, both in respect to duration and responsibility, are those ordinarily carried through to completion by the regular teacher. Upon such assignment by the superintendent, payment is authorized at the salary schedule, retroactive to the first day of the particular assignment.

VII. COUNSELORS AND SCHOOL PSYCHOLOGISTS, SCHOOL SOCIAL WORKERS, AND SPECIAL EDUCATION

A. Special Increment

Counselors and school psychologists 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. Experience

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

C. School Social Workers

School social workers shall receive additional compensation in the amount of an extra step on the Master's salary schedule above the step for which they are eligible. If they are eligible to receive the Master's maximum, they shall be entitled to receive additional compensation, the amount to be the average of the step increases on the Master's salary schedule.

D. Special Education

All teachers who are certified and approved by the State of Michigan to teach special education in the school district and are so employed shall receive additional compensation in the amount of two hundred (\$200.00) dollars. Teachers assigned as classroom teachers in special education shall receive an additional amount of fifty (\$50.00) dollars above the two hundred (\$200.00) dollars.

VIII. VOCATIONAL EDUCATION COMPENSATION

1. 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. Vocational teachers who have completed the requirements for a permanent vocational certificate and have been issued such certificate shall receive in place of the \$350.00 stated above an amount of compensation above the salary schedule, determined by adding the B.A. minimum to the M.A. maximum, dividing by two (2) and multiplying by 6%. Those on a special certificate will be paid for no more than five (5) years on such certificate.
2. Any teacher who has a journeyman's card, the requirements for which involved both formal classroom training and on-the-job experience, and has a teaching assignment involving the use of the trade skills covered by the journeyman's card shall receive, as a part of his basic salary, one hundred dollars for each year required to qualify for the journeyman's card, except that the minimum number of years required to earn the journeyman's card, shall determine the amount of payment for which the teacher shall be eligible.

IX. SALARY SCHEDULE

A. The salary schedule for the school year 1973-1974 shall be as follows:

<u>Step</u>	<u>B.A. Degree</u>	<u>M.A. Degree</u>
10	\$14,950	\$17,250
9	13,850	16,050
8	12,975	15,150
7	12,300	14,350
6	11,700	13,550
5	11,200	12,950
4	10,750	12,350
3	10,300	11,750
2	9,875	11,125
1	9,475	10,625
0	9,075	10,125

B. The salary schedule for the school year 1974-1975 shall be developed as follows:

1. Each step in the 1973-1974 salary schedule will be multiplied by a factor of 1.05. The resultant products will be the dollar amounts for each step in the 1974-1975 salary schedule.
2. If the percentage increase in the cost of living from July 1, 1973 to July 1, 1974, using the Consumer's Price Index for Detroit Metropolitan Area as reported by Bureau of Labor Statistics (base year 1967) is greater than 5%, then the salary schedule will be increased by the derived figure to an amount no greater than 1% above that arrived at in (B.#1.) above.

- C. The salary schedule for the school year 1975-1976 shall be developed in the same manner as in 1974-1975 except the 1974-1975 salary schedule will be used as the base for computation.

Any person who does not have a bachelor's degree but is professionally certified within his profession and holds a vocational certificate, shall receive a salary \$500.00 less than the salary schedule amount.

X. SCHEDULED PAY DAYS

September 14, 1973	March 15, 1974
September 28, 1973	March 29, 1974
October 12, 1973	April 12, 1974
October 26, 1973	April 26, 1974
November 9, 1973	May 10, 1974
November 23, 1973	May 24, 1974
December 7, 1973	June 7, 1974
December 21, 1973	June 21, 1974
January 4, 1974	July 5, 1974
January 18, 1974	July 19, 1974
February 1, 1974	August 2, 1974
February 15, 1974	August 16, 1974
March 1, 1974	August 30, 1974

When a scheduled pay day falls within the first three days of a school vacation period, paychecks shall be available on the last teaching day preceding the school vacation period. During vacation periods, paychecks shall be available at the Business Office, during regular working hours, on the payroll dates.

XI. 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.

XII. INSURANCE

For the duration of this Agreement, the Board will pay the entire cost to provide:

1. Blue Cross-Blue Shield Comprehensive Hospital Care with MVF-1 Medical Surgical care plus Master Medical and Riders ML, D45NM and PDP \$2.00 (or an equivalent coverage) for teachers and eligible dependents. Any teacher may, by written request to the Board, elect the M.E.S.S.A. hospitalization and medical insurance coverage at a cost no greater than the Board would be obligated to pay for Blue Cross-Blue Shield coverage for such teacher and eligible dependents. Teachers shall sign affidavits certifying they are not covered by health insurance other than that provided by the Board with the provision that misrepresentation shall cause immediate cancellation of insurance and repayment to the Board of premiums paid while under double coverage. The only exception to this would be when there is written confirmation supplied by the employer of the spouse that he/she is required to participate in the employer's health insurance program as a condition of employment, then both parties may continue with the insurance, as provided.
2. Life insurance and Accidental Death and Dismemberment insurance in the benefit amount of \$16,000 in 1973-1974; \$18,000 in 1974-1975; \$20,000 in 1975-1976 school years.
3. Long-term disability insurance which will provide to a teacher a monthly benefit in the amount equaling sixty percent (60%) of his contract salary divided by twelve (12), with a monthly payment limit not to exceed seventy percent (70%) of the teacher's income from all sources, by way of illustration and not limitation, social security (Primary), Workmen's Compensation, Teachers' Retirement Act, etc., beginning 180 days following the disabling injury or illness and continuing until death, age sixty-five (65) or the teacher is declared able to return to work, whichever shall occur first.
4. The Board will provide for payroll deductions for employees who elect to subscribe to M.E.S.S.A. Group Term Life Insurance.

SCHEDULE B

1.

SCHOOL CALENDAR 1973-74

Friday, August 31	-- New Teacher Orientation
Saturday, September 8	-- Pre-Opening Preparations A.M. - No Classes
Monday, September 10	-- Classes Begin - Half Day Session P.M. (K-12)
Thursday, November 22	-- Thanksgiving Day
Friday, November 23	-- Thanksgiving Recess
Monday, November 26	-- Classes Resume
Friday, December 21	-- Christmas Recess Begins, 3:30 P.M.
Monday, January 7	-- Classes Resume
Saturday, January 26	-- Records Day - No Classes
Thursday, April 11	-- Easter Recess Begins, 3:30 P.M.
Monday, April 22	-- Classes Resume
Monday, May 27	-- Memorial Day
Friday, June 14	-- Last Day of Classes
Monday, June 17	-- Records Day - No Classes
Tuesday, June 18	-- Records Day - School Year Ends

2.

SCHOOL CALENDAR 1974-75

Friday, August 30	-- New Teacher Orientation
Monday, September 2	-- Labor Day
Tuesday, September 3	-- Pre-Opening Conference - No Classes
Wednesday, September 4	-- Classes Begin - Half Day Session (K-12)
Thursday, November 28	-- Thanksgiving Day
Friday, November 29	-- Thanksgiving Recess
Monday, December 2	-- Classes Resume
Friday, December 20	-- Christmas Recess Begins, 3:30 P.M.
Monday, January 6	-- Classes Resume
Friday, January 24	-- Records Day - No Classes
Thursday, March 27	-- Easter Recess Begins, 3:30 P.M.
Monday, April 7	-- Classes Resume
Monday, May 26	-- Memorial Day
Thursday, June 12	-- Records Day - No Classes
Friday, June 13	-- Records Day - School Year Ends

Number of Days for which Teachers are Paid	200
Number of Days Teachers are on Duty	185
Number of Days Pupils are in Session	180.5

3.

SCHOOL CALENDAR 1975-76

Friday, August 29	-- New Teacher Orientation
Monday, September 1	-- Labor Day
Tuesday, September 2	-- Pre-Opening Conference - No Classes
Wednesday, September 3	-- Classes Begin - Half Day Session (K-12)
Thursday, November 27	-- Thanksgiving Day
Friday, November 28	-- Thanksgiving Recess
Monday, December 1	-- Classes Resume
Friday, December 19	-- Christmas Recess Begins, 3:30 P.M.
Monday, January 5	-- Classes Resume
Friday, January 23	-- Records Day - No Classes
Thursday, April 15	-- Easter Recess Begins, 3:30 P.M.
Monday, April 26	-- Classes Resume
Monday, May 31	-- Memorial Day
Thursday, June 10	-- Records Day - No Classes
Friday, June 11	-- Records Day - School Year Ends

Number of Days for which Teachers are Paid	200
Number of Days Teachers are on Duty	185
Number of Days Pupils are in Session	180.5

4. The 1974-75 and 1975-76 school calendars have been predicated on a projection of the South East Oakland Vocational Education Center school calendars, as described in the contract between the Royal Oak Education Association and the Royal Oak Board of Education. If, for any reason other than work stoppages, the SEOVEC calendar(s) be changed regarding recess periods, then the parties to this Agreement shall meet and make necessary adjustments in their calendars.

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 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 Monday)

September 12, 1973
 October 8, 1973
 November 12, 1973
 December 10, 1973
 January 14, 1974
 February 11, 1974
 March 11, 1974
 April 8, 1974
 May 13, 1974
 *June 3, 1974

Dates for F.E.A. Council
(4th Tuesday)

September 25, 1973
 October 23, 1973
 November 27, 1973
 *December 18, 1973
 January 22, 1974
 February 26, 1974
 March 26, 1974
 April 23, 1974
 May 28, 1974
 June 11, 1974

*Annual Retiree's Tea - (1st Monday - so as not to conflict with City of Ferndale School Board Election)

*3rd Tuesday - (so as not to conflict with Christmas vacation)

III. PARENT-TEACHER CONFERENCES

- A. 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. Two (2) evenings will be scheduled in any school year, with a third additional evening conference possible, provided the building staff and building administrator determine there is a need for such additional evening conference.
- B. All conferences will be scheduled by the building staff, including the administrator, within time limits set by the Board.

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-Instruction.

B. Elementary and Secondary Schools

A series of curriculum meetings will be developed and scheduled as the need arises by the Assistant Superintendent-Instruction in consultation with the Professional Relations Committee.

SCHEDULE C

MASTER SICK BANK PLAN

1. Master Sick Bank Plan The procedure for the establishment and administration of the Master Sick Bank shall be in accordance with the following provisions and shall be for the use and benefit of all eligible teachers who apply and their applications are subsequently approved for sick day benefits.
2. Funding of Sick Bank The Master Sick Bank shall be funded in accordance with the following provisions:
 - A. Teachers newly employed by the school district shall have two (2) sick days of their advanced ten (10) days of current allowance transferred to the Master Sick Bank at the beginning of the school year. Teachers employed subsequent to February 1 of the school year shall have only one (1) day of their current allowance transferred to the Master Sick Bank. The additional day of the two (2) day requirement will be transferred from their current allowance at the beginning of the new school year in September.
 - B. The maximum number of sick days in the Master Sick Bank shall be twice the number of teachers in the bargaining unit.
 - C. The above two (2) sick days transferred to the Master Sick Bank from the current allowance of a teacher, or any other sick days so transferred, shall not be deducted from the days remaining in the Master Sick Bank at the time a teacher terminates his employment with the school district.
 - D. If the number of days in the Master Sick Bank falls below 50% of the maximum funding of days prior to the end of any school year, the Association will notify the Board to make a transfer of one (1) more day from each teacher's current allowance to the Master Sick Bank.
 - E. In the event the above one (1) sick day transferred from the current allowances of the teachers is insufficient to maintain the 50 percent of maximum funding, the Board of Education shall deposit the number of days required to maintain the level.
3. Eligibility-Master Sick Bank Any teacher shall be eligible to make application to the Sick Bank Committee for sick days of benefit after he has been incapacitated for fifteen (15) consecutive working days and has used all of his own current allowance. If a teacher is incapacitated for at least fifteen (15) working days in any one (1) year and there is a further incapacitation which appears to be a recurrence of the same illness or accident and the same doctor who handled the case originally verifies by written statement that such incapacitation is a recurrence, then the fifteen (15) day eligibility requirement could be waived in this instance at the discretion of the Sick Bank Committee.
4. Application Each application for sick days of benefit from the Master Sick Bank must be submitted on the Sick Bank Application form to the Sick Bank Committee, and such application will be approved or rejected on the basis of the individual teacher's circumstances. All applications must be accompanied by supporting doctor's statements.

5. Sick Bank Committee The Sick Bank Committee shall be composed of five (5) teachers to be selected in any manner determined by the Association who shall hold membership on the committee for such terms as the Association may determine. Any application approval by the committee shall be by a majority vote of the entire committee.
6. Administration The Master Sick Bank shall be administered by the Sick Bank Committee in accordance with the following provisions:
 - A. No teacher shall be allowed more than ninety (90) days from the Sick Bank.
 - B. The form authorizing an award of sick days from the Master Sick Bank to a teacher which is sent to the Board for payment must be accompanied by supporting doctor statements used by the committee in making their decision (for Board review) and signed by three (3) members of the Sick Bank Committee and one of the following:
 - (a) President of Ferndale Education Association
 - (b) Executive Secretary of Ferndale Education Association.
 - C. The administration records of the Master Sick Bank shall be audited at the end of each school year by a committee composed of three (3) members, with one member each to be appointed by the Board, by the Association and by the Sick Bank Committee.
 - D. This plan and its application to the current allowance of teacher sick days shall be retroactive to September 6, 1966.
7. Board Retention of Sick Days All sick leave days accumulated by any teacher in his current allowance or those days transferred to the Master Sick Bank from his current allowance shall be subject only to the contingent liability of actual sick claim use by the teacher or the Master Sick Bank. All sick leave days which are not used by the teacher or the Master Sick Bank during the period of his employment shall not be subject to any other type or kind of claim in any form whatsoever by the teacher or the Association when his employment has terminated.
8. Board Indemnification The Association will indemnify and hold harmless the Board and assume and discharge the full and complete liability of the Board arising out of or in connection with the administration of the Master Sick Bank, by their duly designated Sick Bank Committee as well as any and all claims for payment of compensation involving litigation or proceedings brought against the Board, by any teacher or group of teachers who had sick days transferred from their current allowance, or were the recipient of or were denied an award of sick days from the Master Sick Bank.
9. No Increase in Board Liability Nothing herein contained shall alter or extend, or in any manner increase, the liability of the Board to any teacher in respect to sick day compensation presently existing in any plan or agreement to which the Board is a party.
10. Termination of Master Sick Bank The Master Sick Bank shall terminate and become null and void on the same date the Agreement between the Board and the Association terminates.

SCHEDULE D

Preparation Time

The Board and the Association agree that the most efficient use of the school day to improve the total education program for all children will best be served when the parties work together to achieve this goal.

It is the principal's responsibility to insure that all teachers, special and regular, are knowledgeable about each other's program.

The regular teacher and the special teacher are mutually responsible for the special curriculum areas of art, music, physical education and library as each affects the children in the schools. This implies that both teachers (regular and special) assume the responsibility for being knowledgeable about each other's program. This should insure that there is the appropriate correlation between the regular and special teacher's program and that the regular teacher will be competent to satisfactorily teach art, music, physical education and library to his class.

In order to implement the above concept, each regular teacher will be personally responsible for using his weekly preparation time when his children are being taught by a special teacher, except for a reasonable amount of time for educational activity. The principal and teacher will plan together the use of this activity time for educational programs that will directly benefit teacher effectiveness and all the children in the school. Some of these educational activities might include:

- Innovation of new classroom programs
- Visiting other classrooms in the building
- Visiting other classrooms in the district
- Working as a team to solve individual student's problems
- Master teacher demonstrations for beginning teachers
- Working with individual children in crisis situations
- New teacher observing master teachers.

It is the objective that teachers working with their principal will see many more uses of this time to do a more effective job teaching children in our schools. Each regular classroom teacher, kindergarten through sixth grades, is assured that he will have a minimum of ninety (90) minutes weekly preparation time for which he is personally responsible, as long as his students continue to have time scheduled with a special teacher so the regular teacher is not directly responsible for the instruction program during that scheduled time. In those teaching situations where special teachers are not assigned to classrooms or where special teachers are assigned for less than one hundred (100) minutes per week, every effort will be made to provide a minimum of ninety (90) minutes preparation time through the scheduled use of recess periods or other scheduling.

SCHEDULE E

LAYOFF AND RECALL PROCEDURES

Layoff means removal from the payroll with no employment rights other than retention of seniority status, extra duty status, and recall rights as noted below. Such rights shall extend through the duration of this contract.

If, because of unforeseen circumstances, such as reduction in student population, changes in curriculum or deficit financial conditions, it becomes necessary to reduce staff, the following layoff recall procedures shall prevail.

- A. All non-tenure teachers will be laid off first; however, the district will retain non-tenure teachers when no tenure teachers are available or qualified for the position.

Teachers with the most seniority in the schools of the School District of the City of Ferndale will be retained to the last. Where seniority is the same, the teacher with the highest qualifications will be retained, and where seniority and qualifications are the same, the teacher with the best performance record will be retained.

- B. The Board will make every effort to find another teaching position for laid-off teachers.
- C. Recall will be based on reversal of (a) above: i.e., the last laid-off will be the first recalled.
- D. Teachers being recalled will be given ten (10) days from the date of the receipt of a registered letter of recall to indicate their acceptance or rejection of reemployment. Failure to respond within the ten (10) day period will end the employees seniority rights.
- E. No new teacher shall be hired in a subject area until all laid-off teachers, who are qualified and properly certified for that subject area have been given an opportunity for recall as per paragraph (d) above.
- F. No new teachers shall be hired in a subject area before teachers who are laid-off from other subject areas who are qualified and who possess the necessary certification have been given an opportunity for recall as per paragraph (d) above.
- G. A teacher shall not be laid-off because of curricular change unless such change would render him non-qualified under the State Certification Code, and he has refused other assignment opportunities for which he is qualified or turned down training provided by the employer (at the employer's expense) to certify him for existing vacancies.