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6/30/2000

AGREEMENT
between
THE BOARD OF EDUCATION
and the
ASSOCIATION OF FERNDALE SCHOOL ADMINISTRATORS
1997 - 2000

Ferndale Public Schools District

FERNDALE PUBLIC SCHOOLS
725 Pinecrest
FERNDALE, MICHIGAN 48220

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AGREEMENT

THIS AGREEMENT, entered into this 7th day of August, 1997, by and between the Board of Education of Ferndale Public Schools, Oakland County, Michigan, hereinafter called the "Board", and the Association of Ferndale School Administrators, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Ferndale School District is their mutual aim: and

WHEREAS, the laws of the State of Michigan authorize public employers and public employees to enter into collective bargaining agreements with respect to wages, hours, and other conditions of employment; and

WHEREAS, the parties, following deliberate negotiations, reached some certain understandings which they desire to incorporate into this Collective Bargaining Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and benefits to be derived, the parties respectively agree:

ARTICLE 1

RECOGNITION

1.1. A. Recognition

The Board hereby recognizes the Association in accordance with the applicable provisions of Act No. 379, Public Acts of 1965, as amended, as the sole and exclusive collective bargaining representative for the personnel employed by the Board in administrative and/or supervisory positions as follows. Position titles in the Association of Ferndale School Administrators (AFSA) membership and covered by this Agreement are:

High School Principal
Junior High School Principal
Assistant Principal(s)
Elementary School Principals
Director of Technology/Career and Technical Education
Director of Music Education
Director of Physical Education and Athletics
Director of Special Education
Director of Adult and Community Education
Director of Media Services
Director of Reading Center
Project Administrator
Assistant Director(s)

1.1. B. Board Indemnification

The Association will indemnify and hold harmless the Board and/or its agents and assume and discharge the full and complete liability of the Board and/or its agents arising out of, or in connection with, the compliance of this section—as well as any and all claims for payment of compensation involving litigation and proceedings brought against the Board and/or its agents, by any teacher or group of teachers deprived of employment through compliance with the provisions of this Section.

1.2. Exclusive Negotiation

The Board agrees not to negotiate on matters covered by the law with any administrative organization other than the Association for the duration of this Agreement. However, nothing contained herein shall be construed to prevent any individual administrator 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.

1.3. Definition

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

- A. "Board" shall mean the Board of Education of the Ferndale School District or its designated agents.
- B. "Association" shall mean the Association of Ferndale School Administrators.
- C. "Administrator" shall mean any member of the bargaining unit.
- D. "Superintendent" shall mean the Superintendent of Schools of the Ferndale School District or his designated agents.
- E. In the construction of the words used in this Collective Bargaining Agreement, the use of the singular shall include the plural and the masculine shall include the feminine.

1.4. Representation

The terms of this Agreement have been made for all administrators 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 administrators within the recognized bargaining unit.

1.5. No Discrimination

The Association agrees to continue to admit all administrators to membership without discrimination on the basis of race, creed, color, age, national origin, sex or marital status and to represent them without regard to their participation in the affairs of other professional education organizations. The Board agrees to continue its policy of non-discrimination against any administrator on the basis of race, creed, color, age, national origin, sex, marital status or membership, participation in, or association with activities of any professional education organizations.

1.6. Scope of the Agreement

It is mutually agreed that this Collective Bargaining Agreement represents the agreement between the parties, and any other matters outside of this Agreement which have not been incorporated by reference herein shall not be deemed to be a part of such Collective Bargaining Agreement.

ARTICLE 2

ASSOCIATION AND EMPLOYEE RIGHTS

- 2.1. The Board, prior to changing or adopting any major job classification duties or work rules having direct and significant application to the employment conditions of employees covered by this Agreement, will notify the Association, in writing, one week in advance of the scheduled Board action to allow the Association to make a recommendation to the Board and have it considered. The Board will elicit the opinion and recommendations of the Association.
 - A. This provision shall not be operative and shall not be applied on policies or rules relative to Board decisions on collective bargaining, the grievance procedure, or any other situation or matter wherein similar Association action is otherwise provided for in this Agreement.
 - B. Also, this provision shall not be applicable when prevailing circumstances cause the Board to make such an adoption due to urgency or emergencies.
- 2.2. The Association shall have the right to use school buildings and facilities in conformity with the Board's governing policies and regulations.
- 2.3. The Board agrees to furnish to the officers of the Association in response to their reasonable written requests copies of the Board's public records normally made available and which have passed the discussion stage and which cover the financial resources of the District, budgetary allocations and expenditures, hours, wages, and conditions of employment of those employees covered hereunder that shall be required by the Association in fulfilling the obligations and responsibilities imposed on it by the terms of this Agreement. The Association agrees it shall likewise furnish the Board, upon receiving a written request, copies of all information, facts, and documents it possesses which have passed the discussion stage or that are available to the Association to assist the Board in fulfilling the obligations and responsibilities imposed on it by the terms of this Agreement.
- 2.4. The Board and Association agree that there shall be prompt and expeditious handling, at the local level, of a school-related complaint regarding an employee or other employees and/or personnel he/she supervises. It is agreed that normally such complaints will be promptly referred to any employee affected, except in those instances where the nature and/or circumstances of the complaint indicate other handling procedures are in order. It is agreed that if the complaint is not referred back to the affected employee, he/she, in those instances of school related complaints where it is determined such necessary action can be delayed, shall be given an opportunity to provide the necessary background information, either in person and/or by confidential memoranda, before any action is taken on the matter.
- 2.5. Any administrator shall have the right to inspect his/her Central Office personnel file. The administrator must have an appointment with the Superintendent or the Director of Personnel in order that one or the other will be available when the administrator inspects the file. Confidential credentials and related personal references normally sought at the time of employment or promotion are specifically exempted from review and will be removed from the file prior to review by the administrator.

ARTICLE 3

BOARD'S RIGHTS

- 3.1. A. Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.
- B. The Board reserves the right to direct the work of its employees; hire, promote, demote, transfer, assign, and retain employees in positions within the school system; suspend or discharge employees; maintain the efficiency of the school operations; determine services to be rendered by the public schools; take action as may be necessary to carry out the goals of the public schools; determine the methods, means and personnel by which operations are to be carried on; be the policy-making and governing body of the public schools.
- C. The Board reserves the right to determine the number and kind of administrative positions within the school district and, if in the Board's opinion it is necessary to reduce the administrative staff, the Board will retain the best qualified person.

ARTICLE 4

COMPENSATION

- 4.1. The salary and work year for the term of this "Agreement" shall be as set forth in Schedule A, which is attached hereto and made a part hereof.

ARTICLE 5

GRIEVANCE PROCEDURE

5.1. Definition

- A. A "grievance" is a dispute or claim involving only the application or interpretation of this Agreement.
- B. The term "administrator" may include a group of administrators who are similarly affected by a grievance.
- C. The term "days" when used in this section, except as otherwise indicated, means Monday through Friday inclusive. However, except for the summer recess, legal holidays and all other recesses shall not be counted as days under this section.

5.2. 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.

5.3. Procedure

Level One: The administrator with a grievance shall first discuss the matter with his/her supervisor alone or with his/her representative present, with the objective of resolving the matter informally. The supervisor shall make his/her decision known within three (3) days following said conference.

Any grievance not filed within five days following its occurrence or within five days of the date grievant becomes aware or should have been aware of the administrative action, shall be considered automatically closed.

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

Level Three: In the event the grievance is not satisfactorily settled in Level Two, it may be presented to the Superintendent of Schools within five (5) days of receipt of the answer in Level Two. The Superintendent may designate three (3) persons, who may include himself/herself, to represent the Central Administration. The Chairman of the Association Grievance Committee shall designate three (3) persons, who may include himself/herself, to represent the Association. Within five (5) days after receipt of the written grievance by the Superintendent, these two representative groups shall meet outside of school hours to consider the problem and to arrive at a solution of the grievance. Outside counsel or representatives may be invited to be present by either party with no less than two days prior notice to be given. In the event that, in the judgment of the Grievance Committee, a grievance affects a group or class of administrators, the grievance may be submitted in writing to the Superintendent, bypassing levels one and two.

Level Four: If the grievance is not satisfactorily resolved by the Superintendent, the Association may, within ten (10) days, refer the grievance to the Board. The Board shall schedule a meeting on the grievance. A meeting shall be held within thirty (30) calendar days, and the decision shall be reached within ten (10) days after the meeting.

Level Five: If the grievance is not satisfactorily resolved by the Board, the Association may, within (10) days, appeal the decision to impartial arbitration by sending a request to the American Arbitration Association requesting their services. The selection of an arbitrator and conducting of the hearings will be in accordance with their procedures. The decision of the impartial arbitrator shall be final and binding on all parties. The expenses and fee, if any, of the impartial arbitrator shall be shared equally by both parties.

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

THE ARBITRATOR:

- A. Shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- B. Shall have no power to establish salary schedules or fringe benefits or change any salary schedules or fringe benefits.
- C. Shall have no power to rule on any of the following:
 - 1) Any claim or complaint subject to the procedures specified in the Teachers' Tenure Act (Act IV, Public Acts, Extra Session of 1937 of Michigan, as amended);
 - 2) Any question which under this Agreement is within the authority of the Board to decide. Specifically excluded from arbitration are unadjusted grievances which question the exercise of rights set forth in Article III of this Agreement entitled Board Rights and Security, or which question the use or application of any right over which the Board is given unilateral discretion in this Agreement;
 - 3) Any provisions of any constitutional, statutory, or common law in the resolution of any grievance;
 - 4) Disputes and unresolved grievances concerning the disciplining or discharge of employees who violate Article 10, Section 7 of this Agreement.
- D. Shall have no power to change any practice, policy, or rule of the Board nor to substitute judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His/her powers shall be limited to deciding whether the Board or Association or employee has violated the express written articles or sections of this Agreement, and shall not imply obligations and conditions binding upon the Board or the Association from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board as provided in Article III.
- E. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- F. There shall be no appeal from an arbitrator's decision, if within the scope of his/her authority, as set forth above. It shall be binding on the Association, its members, the employee or employees involved, and the Board. The Association shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator nor shall the Association or its members by any other means attempt to bring about the settlement of any grievance.
- G. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

- H. All grievances must be filed in writing within five (5) days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages more than five (5) days prior to the date a grievance is filed.
 - 1) All claims for back compensation shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of the back pay claim.
 - 2) No decision in any one case shall require a retroactive wage adjustment in any other case.
- I. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed.
- J. The arbitrator's decision shall only apply to the specific grievance on which he/she has rendered an opinion.

ARTICLE 6

STAFFING

The Board and the Association agree that all position openings shall be staffed with the most competent and qualified persons that can be procured. The Association also agrees the Board shall have the right to make the final decision on the staffing of all positions covered by this Agreement.

6.1. Vacancies

Whenever an administrative vacancy in the District shall occur during the school year, which position shall be considered a promotion as defined in Section 3 below, the Board shall publicize the same by giving written notice to all administrators and providing for appropriate posting in every school building.

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.

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

6.2. Probationary Period & Employment Contracts

A person assigned or newly hired into an administrative position, as listed in Article III of this Agreement, may remain in probationary status for a period of two (2) school years. The administrator is subject to removal from the administrative position for any reason deemed proper by the Board of Education, the Superintendent, or designated alternate, provided such removal is not arbitrary or capricious. In any such matter proceeding to arbitration, the arbitrator shall be limited to the issue of whether the action by the Board was arbitrary or capricious, and shall base his or her award upon such determination.

Upon successful completion of the probationary period, the administrator will be granted a two-year non-tenure employment contract in his or her classification. The employment contract will be binding on all parties except where economic conditions, reductions of student numbers, or closing of buildings bring about a need for fewer administrators.

6.3. Promotion

A "promotion" is a change in position, which is in a higher compensation level because of duties and responsibilities of a more substantial nature and degree. Promotions are not meant to include the taking on of additional duties in connection with extracurricular and extra-contractual activities.

6.4. Any administrator may apply for a vacancy in a position considered to be a promotion as defined in Section 3 above, and if available, shall be interviewed and given consideration and notified of disposition before an applicant from outside the Unit is placed.

6.5. If any vacancy in any bargaining unit position shall occur during the summer recess period, the Board shall notify all administrators via a job posting mailed to the administrator's address of record. No such vacancy shall be permanently filled until ten (10) days after mailed notice has been sent to all administrators, provided however, that failure to notify any one or number of persons through error shall in no way affect the Board's decision.

6.6. Transfers

- A. Requests for transfers and/or reassignments must be in writing, giving the reason for the requested transfer and/or reassignment, the position requested and the administrator's qualifications. Such requests are to be submitted to the Personnel Office and renewed annually if they are to remain active.
- B. Those persons from within the Unit, interested in the vacancy, who are available, shall be interviewed and given consideration before an applicant from outside the school system is placed.
- C. In the selection process for filling a vacancy, potential qualifications, competency, experience, and length of service in the district will be considered and judged in weighing the needs of the individual, the school district, and the students.
- D. In the event that no A.F.S.A. member applies for a vacant bargaining unit position, the Board shall meet and confer with A.F.S.A. representatives and elicit their input as to the qualifications and attributes deemed desirable for the Board to seek in candidates for the position.

6.7. At least 90 calendar days before the expiration of the "individual contract", the administrator shall be provided a written statement as to whether or not his/her work has been satisfactory. This statement, if nonrenewal is contemplated, shall indicate the Board is considering such nonrenewal and shall contain a written statement of the reasons the Board is considering the nonrenewal. Notification of nonrenewal of contract shall be given in writing at least sixty (60) days before the contract termination date. Failure to provide such written statement shall be conclusive evidence that the administrator's performance is satisfactory and that the administrator shall continue in the position for the ensuing year.

For purposes of this "Agreement" the "individual administrative contracts" shall expire on June 30 of each school year even though some administrators will work beyond June 30 in order to complete their "scheduled days to be worked" as provided in Schedule A, Article III of this "Agreement."

6.8. All provisions of this Agreement are to be in compliance with the MICHIGAN TEACHERS' TENURE ACT, so-called, Act Number 4 of the Public Acts of the Extra Session of 1937, as amended and Section 380.132 of Act 451 of 1976, as amended, dealing with administrator's contracts.

6.9. Demotion and/or Dismissal of Non-Probationary Administrators

- A. Demotion and/or dismissal of a non-probationary administrator shall be considered for just cause only.
- B. When demotion or dismissal is being considered under subsection A above, the following procedure shall be followed:
 - 1) The Board shall review with each administrator the definition of his/her job duties.
 - 2) A performance review shall be conducted by the immediate supervisor, by January 31st, noting the areas of poor performance, incorrect procedures, or improper attitudes.
 - 3) The supervisor shall discuss the review with the affected administrator and indicate ways and/or methods for improving performance.
 - 4) The period of time beginning with the review in #2 above and continuing up to the issuance of the written statement referred to in Section 8 above will be allowed the administrator to correct the performance deficiencies and demonstrate increased competency.
 - 5) Conferences for more frequent evaluations shall be scheduled during this period to review the administrator's progress or lack of progress in improving his/her performance.
 - 6) In the event adequate improvements in performance are not or cannot be made by the administrator, a notice of possible nonrenewal of administrative contract shall be given to the administrator pursuant to Section 7 of this article (above).

- C. The individual administrator will be provided with not less than thirty (30) calendar days' advance notice that the Board is considering the nonrenewal of administrative contract together with a written statement of the reasons the Board is considering the nonrenewal. After issuance of the written statement but before the nonrenewal statement is issued, the affected person shall be given the opportunity to meet with not less than a majority of the Board to discuss the reasons stated in the written statement. Said meeting, if requested, shall be conducted pursuant to provisions of Section 8 of Act 267 of the Public Acts of 1976 being Section 15.268 of the Michigan Compiled Laws.
- D. The decision of the Board of Education, regarding the demotion and/or dismissal of an administrator, will be provided the administrator at least sixty (60) days prior to the expiration of his/her contract.

6.10. Reduction-in-Force and Recall

When the Board determines that a reduction in the number of administrators covered by the Agreement must be made, it shall be made on the basis of the needs of the district and needs of the student. Potential, qualifications, competency, experience and length of service in the district will be considered in making this determination.

When positions become available, administrators affected by a reduction in force shall be given first consideration for the open position before other persons are considered to fill the position. When an administrator who was laid off in a reduction in force is returned to an administrative position within the bargaining unit, he or she will receive full credit for past administrative experience and be eligible for all benefits granted under the terms of this Agreement.

ARTICLE 7

TENURE

- 7.1. It is agreed by the parties that an employee assigned an administrative position falling within the jurisdiction of the Association shall not be deemed to be granted tenure in the administrative position.
- 7.2. Return to Classroom An administrator denied tenure in position by contract of employment shall be deemed to have been granted continuing tenure as a classroom teacher and when removed from an administrative position shall be assigned to a classroom (as a classroom teacher) with all tenure rights, seniority and benefits of a teacher as accrued from time of employment or re-employment.
- 7.3. Board Indemnification
The Association will indemnify and hold harmless the Board and/or its agents and assume and discharge the full and complete liability of the Board and/or its agents arising out of, or in connection with, the compliance of this Section as well as any and all claims for payment of compensation involving litigation and proceedings brought against the Board and/or its agents by any teacher or group of teachers deprived of employment through compliance with the provision of this Section.

ARTICLE 8
LEAVE POLICIES

8.1. Job-Related Injury

No deduction shall be made from the pay of an employee, 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.

8.2. During each year, the administrator will earn sick leave at the rate of one day per each full month worked. Upon starting work at the beginning of every school year, each administrator shall be credited, in advance, the number of days of sick leave for that year, plus any accumulation of unused sick days from prior years in any certificated employment capacity within the district, such days to be known as the current allowance. In addition, each administrator will be credited with three (3) personal business days, which shall be added to 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. Administrators employed 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. Where appropriate, administrators may roll over a maximum of five (5) unused vacation days into sick days, at the end of any given contract year (June 30).

8.3. A returning administrator, absent from school at the beginning of the school year because of sickness or physical disability, may draw upon his accumulated allowance.

A new administrator hired from outside the district, absent from school at the beginning of the school year because of sickness or physical disability may draw upon his accumulation upon assuming his professional responsibility.

8.4. When an employee is absent the day before and/or the day after an institute or holiday, without proper authorization, the employee shall not receive salary for the day absent or the holiday, unless absence is due to personal sickness or death in the family. In case of personal sickness the administrator shall receive pay for these days providing satisfactory proof of illness is provided, for example, a statement by the physician, and provided further that he/she is eligible for any compensation during the pay period in which such institute or holiday occurs.

8.5. Personal Leave

Personal leave days to a maximum of three (3) days per school year will be granted to administrators 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 administrator. Except for emergency cases, written application for leave must be made in advance. Abuses of the intent of the above personal leave policy will result in the loss of pay for those days and a reprimand placed in the personnel file of the employee. The maximum of three (3) personal leave days will be added to each administrator's current allowance (see Section two [2] above) beginning in the 1983-84 school year and each year thereafter until changed or altered.

8.6. An administrator 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 employee must endorse and deliver all checks of payment for jury duty over to the school district.

8.7. Leaves of Absence. At the discretion of the Board of Education, leaves of absence for the following reasons may be granted: health, maternity, adoptive, sabbatical, study or travel, and military service, all except the last being subject to the provisions as delineated. Leaves for other extenuating circumstances may be granted at the discretion of the Superintendent:

- 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 Ferndale Public Schools (sabbatical requires seven [7] years). Except for military leave, health leave, or maternity leave, no leave shall conflict with the administrator's contractual obligations with the school district unless approved by the Superintendent.
- 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 all employment rights held before leave was taken and shall return to a salary that he/she would have received for that year had the leave not been taken, if he/she returns to the position formerly held or a position of the same level.
- E. Notice of intention to return or resign must be sent in writing to the Superintendent by March 1, of the leave year, and failure to provide such notice shall be the equivalent of resignation.
- F. When an administrator returns from a leave of absence and his/her former position is not vacant, he/she shall be placed in an available position for which he/she is certified and qualified and will be compensated at the level of a person in that position with his/her length of service.

- G. Where permitted by the carrier under its uniform rules, an administrator shall be granted the opportunity to continue for 12 months hospitalization/medical insurance and life insurance while on an authorized leave of absence, provided arrangements are made to pay the required premiums to the school district in advance. The school district's responsibility for providing such coverage ends at the fifteenth (15th) of the month following the last day worked by the administrator.

LEAVES OF ABSENCE--TYPES AND SPECIFIC CONDITIONS

8.8. Health Leave

Upon the recommendation of a physician, health leave shall be granted for a period of up to one (1) year. When the employee's health permits return, he/she shall so request the Superintendent in writing and submit a statement from a physician certifying fitness to return to his/her position. The Superintendent shall give an assignment at the beginning of the following year.

8.9. Childbearing Leave

Childbearing leave shall be granted for the balance of the school year or any lesser period as approved by the administrator's attending physician.

- A. An administrator requesting a childbearing leave shall provide the Board with a written medical statement from the attending physician, no less than four (4) months before the expected birth of the object child and an assessment of the administrator's fitness to continue working. The statement regarding fitness to continue working shall be provided to the Board on a monthly basis.
- B. The administrator shall notify the Board in writing no later than the seventh (7th) month of pregnancy the estimated date the leave shall begin and terminate substantiated by a written statement from the attending physician.
- C. An administrator returning from a childbearing leave shall notify the Board in writing of intention to return, at least thirty (30) days prior to the return date and shall provide a statement from the attending physician certifying the administrator's fitness to return to active employment.

8.10. Adoptive Leave

If requested by the foster parent within thirty (30) days after the child is assigned, adoptive leave will be granted for a period not to exceed one (1) year.

8.11. Study or Travel Leave

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

8.12. Political Leave

Political leave will be granted upon election to a governmental office for a period not to exceed one (1) year.

8.13. 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 accordance with the government provisions for re-employment of returning Armed Forces personnel.

Leaves may be renewed by making a request on or before March 1 of the leave year for renewal of the leave and receiving the recommendation of the Superintendent.

ARTICLE 9

SABBATICAL LEAVE

Definition:

Sabbatical leave shall be interpreted as leave from active duty granted to an administrator after seven consecutive years of professional service in Ferndale Public Schools for the purpose of improving administration or instruction in the Ferndale Schools. Military leaves or government leaves shall not be interpreted as interrupted service. Sabbatical leave may be granted for one year.

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 valid non-probationary Michigan Teaching Certificate or Administrative Certificate.
- B. The applicant has been employed by the Board as a teacher or administrator for at least seven consecutive years.
- C. The administrator 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 administrator 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.

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 one (1) administrator may be granted leave in any one year.

Salary Provisions

The administrator on sabbatical leave shall receive as compensation during the period of absence from his/her position one half of the regular salary that he/she would have received during the leave period, and continuation of insurances where permitted by the carrier under its uniform rules and included in the participation agreement with the school district.

ARTICLE 10

GENERAL

- 10.1. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to the expressed provisions of this Agreement. It shall likewise supersede the terms of any individual administrator contracts, which are contrary to or conflict with the express provisions of this Agreement.
- 10.2. Copies of this Agreement shall be made at the expense of the Board and presented to all administrators now employed or hereafter employed by the Board.
- 10.3. 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.

- 10.4. Beginning July 1, 1997, according to the chart below, each administrator, upon retirement, shall be entitled to payment unused sick days, up to a maximum of 211 days (maximum amount, \$10,000.00). Said payment to be made no later than six (6) months from the date of retirement.

| Sick Days | Max. # Sick Days | Payment for each day | Max. Payout |
|-------------------------|------------------|----------------------|-------------|
| 0-50 | 50 | \$40 | \$2,000 |
| 51-100 | 50 | \$45 | \$2,250 |
| 101-160 | 60 | \$50 | \$3,000 |
| 161-211 | 50 | \$55 | \$2,750 |
| Maximum Amount Possible | | | \$10,000 |

- 10.5. 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 administrators and their working conditions, which are not inconsistent with the provision of this Agreement. 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 administrators, it shall give the Association 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.

10.6. No Strike - No Lockout

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, sit-down, stay-in or slowdown, in any school building or property of the Board or any curtailment of duties or restriction or interference with the operation of the school district. An employee violating this provision shall be subject to disciplinary action up to and including discharge.

The School Board will not lock out employees.

- 10.7. The Board of Education and AFSA will establish a Continuing Collaboration Committee not to exceed four (4) members, two (2) from Central Administration and two (2) from AFSA. The committee will meet within ten (10) business days of a request by either party or by mutual agreement of the co-chairpersons. The purpose of this committee is to discuss and study matters of concern to either party, in a collaborative environment of mutual respect, in an effort to arrive at solution or mutually agreeable positions.

The committee shall be co-chaired by a member of AFSA and Central Administration. The co-chairpersons shall have the sole authority to convene meetings, set the agenda and invite additional persons to a meeting.

- 10.8. 10.8. The Board agrees to render each administrator reasonable support while he/she is fulfilling assigned duties and responsibilities, and in the event a citizen's

complaint is lodged against an administrator that could lead to disciplinary action, such complaint will be processed through the Board's "Citizen Grievance Procedure".

- 10.9. The Board will reimburse administrators for damage or destruction of clothing or personal property of the administrator while on duty in the school up to an amount of \$250.00 per occurrence if such damage or destruction is determined to be the result of willful action of students or adults. The superintendent shall determine the validity of any claim and the amount of reimbursement. The decision of the superintendent shall be final.

10.10. Conferences & Workshops

When the subject matter being discussed and the information being imparted at conferences and/or workshops is of value for use within the district, the Board encourages attendance by selected administrators. Efforts will be made to ensure funds being included in the district budget to finance attendance of administrators to conferences and/or workshops in accordance with the financial position of the district. Only administrators, who have applied for and received prior approval of the superintendent, or the designee, shall be allowed to attend conferences and/or workshops.

10.11. Mileage Compensation

Administrators shall have the option of submitting the request for travel reimbursement as outlined above, or accepting a stipend according to the following chart, for miles driven within the tri-county area and, in addition, submitting a request for reimbursement at a rate of allowed by the IRS less \$.02. which equals \$.29 a mile for all miles incurred on trips to locations outside of the tri-county area.

Notice of which option the administrator intends to use shall be declared by December 1 of the current school year. Payment of stipend in Option B shall be made in the month of December. Mileage Compensation Payment Schedule:

| | |
|---------------------------------------|--------|
| Director, Special Education | \$ 250 |
| Director, Athletics | 250 |
| Director, Adult & Community Education | 250 |
| Asst. Dir., Adult & Community Ed. | 250 |
| Principal - Ferndale High | 250 |
| Assistant Principals - Ferndale High | 250 |
| Director, Technology/Career | 250 |
| Director, Reading Center | 250 |
| Jr. High Principals | 250 |
| Elementary Principals | 250 |

- 10.12 Administrators who attend professional development activities and/or conferences approved by central administration during the summer will receive compensation based on a rate of \$50.00 per day.
- 10.13 Professional Services Consideration
Each AFSA member shall receive an annual \$650 "professional services" payment. This stipend is provided by the Board in recognition of administrators' out-of-pocket expenses associated with participation in evening and weekend meetings, community activities, and responsibilities beyond the school year, as well as other non-reimbursed incidental expenses.
- 10.14 Tuition Reimbursement
The Board shall reimburse AFSA members for the actual cost of tuition, incurred in satisfying administrative certification requirements. Payment will be made for up to 4 hours of university credit, at a cost of up to \$1,000 within a 5 year period.

10.15 Professional Development

The Board agrees to Establish and annually fund a professional development account for the benefit of AFSA members, of not less than \$6,000.00. The fund shall be administered by three person Committee. Two members shall be appointed by the President of AFSA and one member shall be appointed by the Superintendent. Requests for funding support shall be by written application. When reviewing requests, the Committee shall consider and give priority to activities which (1) support district goals and priorities, (2) support building goals, and (3) represent training, skills, and/or information judged to be of current priorities to district operations.

Members who participate in district funded professional development activities are expected to share information and skills with other staff members.

ARTICLE 11

INSURANCE

11.1 For the period July 1, 1997 through June 30, 1998, the Board agrees to pay the entire cost to provide each bargaining unit member, their spouse, and eligible dependents the benefits described in 11.4 below;

11.2 For the period July 1, 1998 through June 30, 1999, should the cost of providing the benefits outlined in 11.4 increase more than three (3) percent over the 1997-98 rates, the individual association member will be responsible for paying the excess amount over three (3) percent through payroll deduction.

11.3 Beginning July 1, 1999, should the cost of providing the benefits outlined in 11.4 increase more than six (6) percent over the 1997-98 rates, the individual association members will be responsible for paying the excess amount over six (6) percent through payroll deduction.

11.4 MESSA-PAK which shall include the following:

A. Plan A for employees needing health insurance:

Super Care I

Long Term Disability: 60% \$5,000 Maximum
90 Calendar Days - Modified Fill
Freeze on Offsets
Alcohol/Drug & Mental/Nervous - Same as any other illness
COLA

Delta Dental Plan 80/80/80: \$800 or 50/50/50: \$500

Negotiated Life 1 1/2 X Salary AD&D

Vision VSP-3

B. Plan B for employees not needing health insurance:

| | |
|----------------------|--|
| Delta Dental Plan | 100:90/90/90: \$1,500 or 50/50/50: \$750 |
| Negotiated Life | 2 X Salary AD&D |
| Vision | VSP-3 |
| Long Term Disability | 60%; Same as Above |
| Tax Deferred Annuity | \$50.00 per month, up to 12 months |

The Board shall provide for payroll deduction for employees who select MESSA options other than that negotiated in Plan A or Plan B.

ARTICLE 12

MASTER SICK BANK PLAN

12.1. 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 administrators who apply and their applications are subsequently approved for sick day benefits.

12.2. Funding of Sick Bank

The Master Sick Bank shall be funded in accordance with the following provisions:

- A.
 - 1) In the 1989-90 school year, current administrators with five (5) years or more of school district employment will contribute ten (10) days of their current allowance to the Master Sick Bank.
 - 2) In the 1989-90 school year, current administrators with less than five (5) years of school district experience will contribute five (5) days in the 1989-90 school year and five (5) days in the 1990-91 school year.
 - 3) Administrators newly employed by the school district shall, in each of the first five years of employment, contribute two (2) sick days of their advanced ten (10) days of current allowance. Mid-year hires will, in their first and fifth year of employment, contribute prorata share equal to one (1) day.
- B. The above 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 an administrator terminates employment with the school district.
- C. If the number of days in the Master Sick Bank falls below 90 days, the Association will notify the Board to make a transfer of two (2) more days from each

administrator's current allowance to the Master Sick Bank.

- D. In the event the above two (2) days transferred from the current allowances of the administrators is insufficient to maintain the ninety (90) days of maximum funding, the Board of Education shall deposit the number of days required to maintain the level.
- E. The Board of Education shall deposit into the Master Sick Bank twenty percent (20%) of the days remaining in the current allowance for sick days of administrators retiring from administration under the Michigan Public School Employees' Retirement Program.

12.3. Eligibility - Master Sick Bank

Any administrator 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 an administrator 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.

12.4. 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 administrator's circumstances. All applications must be accompanied by supporting doctor's statements.

12.5. Sick Bank Committee

The Sick Bank Committee shall be composed of three (3) administrators 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.

12.6. Administration

The Master Sick Bank shall be administered by the Sick Bank Committee in accordance with the following provisions:

- A. No administrator shall be allowed more than forty-five (45) days from the Sick Bank.
- B. The form authorizing an award of sick days from the Master Sick Bank to an administrator 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 two (2) members of the Sick Bank Committee and the President of A.F.S.A.
- 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 (1) member each to be appointed by the Board, by the Association and by the Sick Bank Committee and the Business Manager.
- D. This plan and its application to the current allowance of teacher sick days shall be retroactive to September 1989.

12.7. Board Retention of Sick Days

All sick leave days accumulated by any administrator in their 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 administrator or the Master Sick Bank. All sick leave days, which are not used by the administrator or the Master Sick Bank during the period of employment, shall not be subject to any other type or kind of claim by the administrator or the Association when employment has terminated with the exception of the provisions of Section 10.4 of this agreement.

12.8. 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 administrator or group of administrators 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.

12.9. No Increase in Board Liability

Nothing herein contained shall alter or extend, or in any manner increase, the liability of the Board to any administrator in respect to sick day compensation presently existing in any plan or agreement to which the Board is a party.

12.10 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.

ARTICLE 13

ADMINISTRATIVE FURLOUGH

The Board of Education may furlough administrator(s) during a work stoppage in another bargaining unit that will or has the potential to increase the length of the school year beyond the normal number of "Days to be Worked" by administrative personnel.

Administrator(s) will not be forced to put in more days to be worked than the above scheduled numbers; however, furloughed time will not be included in the above computation of days to be worked. Normally scheduled pay period will not be interrupted during a furlough.

During a furlough, if an administrator is asked to work, compensation will be granted commensurate to his/her work time at per diem rate times the number of days worked on the furlough.

ARTICLE 14

COMPLETE NEGOTIATIONS

The parties agree that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, neither the Board nor the Association, for the life of this Agreement, unless mutually agreed, shall be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not referred to or covered in this Agreement.

ARTICLE 15

DURATION

Section 1. This Agreement represents the full agreement between the Board and the Association and shall become of full force and effect upon the acceptance and ratification by the Association and the Board and shall remain in force until June 30, 2000 and thereafter for successive periods of one (1) year, unless either party 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. A Notice of Desire to Amend or Change shall have the effect of terminating the entire Agreement (at 12:01 a.m. on June 30, 2000 or any later year) in the same manner as a Notice of Desire to Terminate.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 7th day of August, 1997.

For the Board of Education:

Marcee Martin
Superintendent of Schools

Glen Brockenbury
Negotiations Chairperson

For the Association of Ferndale School Administrators:

[Signature]
Negotiations Co-Chairperson

[Signature]
Negotiations Co-Chairperson

SCHEDULE A- ARTICLE 1

| | | |
|--------------------------|-----------------------------------|-----|
| <u>DAYS TO BE WORKED</u> | High School Principal | 225 |
| | Assistant Principal(s) | 220 |
| | Junior High School Principals | 215 |
| | Elementary Principals | 210 |
| Directors: | | |
| | *Physical Education and Athletics | 210 |
| | Continuing Education | 225 |
| | Special Education | 215 |
| | Technology/Career | 225 |
| | Reading | 200 |
| | Project Administrator | 215 |
| | Assistant to Director(s) | |
| | Continuing Education | 225 |
| | Special Education | 205 |

*Payment of a \$2,000 stipend for additional time scheduled for this position will be made in no less than two equal installments, by December 30 and June 30 of each school year.

SCHEDULE A - ARTICLE 2

SALARY SCHEDULE

High School Principal - 225 Scheduled Days to be Worked
1997/98 1998/99** 1999/2000**

| | | | |
|-------|-----------|-----------|-----------|
| Begin | \$ 83,543 | \$ 85,214 | \$ 86,066 |
| 2nd | \$ 84,543 | \$ 86,234 | \$ 87,096 |
| 3rd | \$ 85,543 | \$ 87,254 | \$ 88,127 |
| 4th | \$ 86,543 | \$ 88,274 | \$ 89,157 |
| 5th | \$ 87,543 | \$ 89,294 | \$ 90,187 |
| 6th | \$ 88,543 | \$ 90,314 | \$ 91,217 |
| 7th | \$ 89,543 | \$ 91,334 | \$ 92,247 |
| 8th | \$ 90,543 | \$ 92,354 | \$ 93,278 |
| 9th | | \$ 92,954 | \$ 93,884 |
| 10th | | | \$ 94,484 |

Secondary Assistant Principal(s) - 220 Scheduled Days to be Worked
1997/98 1998/99** 1999/2000**

| | | | |
|-------|-----------|-----------|-----------|
| Begin | \$ 74,788 | \$ 76,284 | \$ 77,047 |
| 2nd | \$ 75,309 | \$ 76,815 | \$ 77,583 |
| 3rd | \$ 75,834 | \$ 77,351 | \$ 78,125 |
| 4th | \$ 76,361 | \$ 77,888 | \$ 78,667 |
| 5th | \$ 76,885 | \$ 78,423 | \$ 79,207 |
| 6th | \$ 77,410 | \$ 78,958 | \$ 79,748 |
| 7th | \$ 78,086 | \$ 79,648 | \$ 80,444 |
| 8th | \$ 78,686 | \$ 80,260 | \$ 81,063 |
| 9th | | \$ 80,860 | \$ 81,669 |
| 10th | | | \$ 82,269 |

Junior High School Principals - 215 Scheduled Days to be Worked

| | 1997/98 | 1998/99** | 1999/2000** |
|------|-----------|-----------|-------------|
| | \$ 75,055 | \$ 76,556 | \$ 77,322 |
| 2nd | \$ 75,570 | \$ 77,081 | \$ 77,852 |
| 3rd | \$ 76,081 | \$ 77,603 | \$ 78,379 |
| 4th | \$ 76,595 | \$ 78,127 | \$ 78,908 |
| 5th | \$ 77,107 | \$ 78,649 | \$ 79,435 |
| 6th | \$ 77,990 | \$ 79,550 | \$ 80,346 |
| 7th | \$ 78,666 | \$ 80,239 | \$ 81,041 |
| 8th | \$ 79,266 | \$ 80,851 | \$ 81,660 |
| 9th | | \$ 81,451 | \$ 82,266 |
| 10th | | | \$ 82,866 |

Elementary Principals - 210 Scheduled Days to be Worked *

| | 1997/98 | 1998/99** | 1999/2000** |
|------------------|-----------|-----------|-------------|
| Begin | \$ 74,009 | \$ 75,489 | \$ 76,244 |
| 2 nd | \$ 74,531 | \$ 76,022 | \$ 76,782 |
| 3 rd | \$ 75,056 | \$ 76,557 | \$ 77,323 |
| 4 th | \$ 75,586 | \$ 77,098 | \$ 77,869 |
| 5 th | \$ 76,107 | \$ 77,629 | \$ 78,405 |
| 6 th | \$ 77,013 | \$ 78,553 | \$ 79,339 |
| 7 th | \$ 77,689 | \$ 79,243 | \$ 80,035 |
| 8 th | \$ 78,289 | \$ 79,855 | \$ 80,654 |
| 9 th | | \$ 80,455 | \$ 81,260 |
| 10 th | | | \$ 81,860 |

* Jefferson Principal/Title I Director works 215 days in 1995/96 and 220 days thereafter.

Director: Continuing Education - 225 Scheduled Days to be Worked

| | 1997/98 | 1998/99** | 1999/2000** |
|-------|-----------|-----------|-------------|
| Begin | \$ 76,154 | \$ 77,677 | \$ 78,454 |
| 2nd | \$ 76,668 | \$ 78,201 | \$ 78,983 |
| 3rd | \$ 77,180 | \$ 78,724 | \$ 79,511 |
| 4th | \$ 77,693 | \$ 79,247 | \$ 80,039 |
| 5th | \$ 78,204 | \$ 79,768 | \$ 80,566 |
| 6th | \$ 78,719 | \$ 80,293 | \$ 81,096 |
| 7th | \$ 79,395 | \$ 80,983 | \$ 81,793 |
| 8th | \$ 79,995 | \$ 81,595 | \$ 82,411 |
| 9th | | \$ 82,195 | \$ 83,017 |
| 10th | | | \$ 83,617 |

Director: Special Education - 215 Scheduled Days to be Worked

| | 1997/98 | 1998/99** | 1999/2000** |
|-------|-----------|-----------|-------------|
| Begin | \$ 72,772 | \$ 74,227 | \$ 74,969 |
| 2nd | \$ 73,281 | \$ 74,746 | \$ 75,493 |
| 3rd | \$ 73,799 | \$ 75,275 | \$ 76,028 |
| 4th | \$ 74,308 | \$ 75,794 | \$ 76,552 |
| 5th | \$ 74,823 | \$ 76,320 | \$ 77,083 |
| 6th | \$ 75,336 | \$ 76,843 | \$ 77,611 |
| 7th | \$ 76,012 | \$ 77,533 | \$ 78,308 |
| 8th | \$ 76,612 | \$ 78,144 | \$ 78,925 |
| 9th | | \$ 78,744 | \$ 79,531 |
| 10th | | | \$ 80,131 |

Director: Physical Education and Athletics - 210 Scheduled Days to be Worked

| | 1997/98 | 1998/99** | 1999/2000** |
|-------|-----------|-----------|-------------|
| Begin | \$ 71,371 | \$ 72,798 | \$ 73,526 |
| 2nd | \$ 71,855 | \$ 73,292 | \$ 74,025 |
| 3rd | \$ 72,350 | \$ 73,797 | \$ 74,535 |
| 4th | \$ 72,839 | \$ 74,296 | \$ 75,039 |
| 5th | \$ 73,335 | \$ 74,802 | \$ 75,550 |
| 6th | \$ 73,818 | \$ 75,294 | \$ 76,047 |
| 7th | \$ 74,495 | \$ 75,985 | \$ 76,745 |
| 8th | \$ 75,095 | \$ 76,597 | \$ 77,363 |
| 9th | | \$ 77,197 | \$ 77,969 |
| 10th | | | \$ 78,569 |

Director of Technology/Career and Technical Education

| | 1997/98 | 1998/99** | 1999/2000** |
|-------|-----------|-----------|-------------|
| Begin | \$ 79,397 | \$ 80,985 | \$ 81,795 |
| 2nd | \$ 79,929 | \$ 81,528 | \$ 82,343 |
| 3rd | \$ 80,465 | \$ 82,074 | \$ 82,895 |
| 4th | \$ 81,003 | \$ 82,623 | \$ 83,449 |
| 5th | \$ 81,546 | \$ 83,177 | \$ 84,009 |
| 6th | \$ 82,093 | \$ 83,735 | \$ 84,572 |
| 7th | \$ 82,769 | \$ 84,424 | \$ 85,268 |
| 8th | \$ 83,369 | \$ 85,036 | \$ 85,886 |
| 9th | | \$ 85,636 | \$ 86,492 |
| 10th | | | \$ 87,092 |

Director, Reading Center - 200 Scheduled Days to be Worked
 Project Administrator - 215 Scheduled Days to be Worked
 Fifteen additional days may be added to the summer work schedule by the Board of Education. If added, the additional days will be paid at the daily rate computed using the appropriate salary step printed below.

| | 1997/98 | 1998/99** | 1999/2000** |
|-------|-----------|-----------|-------------|
| Begin | \$ 69,179 | \$ 70,563 | \$ 71,269 |
| 2nd | \$ 69,694 | \$ 71,088 | \$ 71,799 |
| 3rd | \$ 70,204 | \$ 71,608 | \$ 72,324 |
| 4th | \$ 70,717 | \$ 72,131 | \$ 72,852 |
| 5th | \$ 71,321 | \$ 72,747 | \$ 73,474 |
| 6th | \$ 71,747 | \$ 73,182 | \$ 73,914 |
| 7th | \$ 72,423 | \$ 73,871 | \$ 74,610 |
| 8th | \$ 73,023 | \$ 74,483 | \$ 75,228 |
| 9th | | \$ 75,083 | \$ 75,834 |
| 10th | | | \$ 76,434 |

Assistant to Director: Continuing Education - 225 Scheduled Days to be Worked

| | 1997/98 | 1998/99** | 1999/2000** |
|-------|-----------|-----------|-------------|
| Begin | \$ 72,399 | \$ 73,847 | \$ 74,585 |
| 2nd | \$ 72,935 | \$ 74,394 | \$ 75,138 |
| 3rd | \$ 73,469 | \$ 74,938 | \$ 75,687 |
| 4th | \$ 74,008 | \$ 75,488 | \$ 76,243 |
| 5th | \$ 74,546 | \$ 76,037 | \$ 76,697 |
| 6th | \$ 75,083 | \$ 76,585 | \$ 77,351 |
| 7th | \$ 75,759 | \$ 77,274 | \$ 78,047 |
| 8th | \$ 76,359 | \$ 77,886 | \$ 78,665 |
| 9th | | \$ 78,486 | \$ 79,271 |
| 10th | | | \$ 79,871 |

Assistant to Director: Special Education - 205 Scheduled Days to be Worked

| | 1997/98 | 1998/99** | 1999/2000** |
|-------|-----------|-----------|-------------|
| Begin | \$ 65,981 | \$ 67,301 | \$ 67,974 |
| 2nd | \$ 66,494 | \$ 67,824 | \$ 68,502 |
| 3rd | \$ 67,006 | \$ 68,346 | \$ 69,029 |
| 4th | \$ 67,523 | \$ 68,873 | \$ 69,562 |
| 5th | \$ 68,033 | \$ 69,394 | \$ 70,088 |
| 6th | \$ 68,546 | \$ 69,917 | \$ 70,616 |
| 7th | \$ 69,222 | \$ 70,606 | \$ 71,212 |
| 8th | \$ 69,822 | \$ 71,218 | \$ 71,930 |
| 9th | | \$ 71,818 | \$ 72,536 |
| 10th | | | \$ 73,136 |

** Should the Salary increase for the Ferndale Education Association exceed 5% for the three year period 1997-98 through 1999-2000, then the AFSA salary increase shall be adjusted in the third year to match the accumulative three year F.E.A. total.

SCHEDULE A - ARTICLE 3

A.3.1. For the duration of this Agreement the Board agrees to pay into the Michigan Public School Employees' Retirement System, five percent (5%) for all compensation received by administrators.

A.3.2. For the duration of this Agreement the Board will compensate administrators for hours of college credit successfully completed beyond the Master's Degree in accordance with the following schedule:

| <u>Post Master's Credit Hours</u> | <u>Amount</u> |
|-------------------------------------|---------------|
| 5 | \$ 135.00 |
| 10 | \$ 270.00 |
| 15 | \$ 405.00 |
| 20 | \$ 540.00 |
| 25 | \$ 675.00 |
| 30 | \$ 810.00 |
| | |
| Earned Educational Specialist | \$1,500.00 |
| | |
| <u>Post Specialist Credit Hours</u> | |
| 5 | \$1,610.00 |
| 10 | \$1,710.00 |
| 15 | \$1,810.00 |
| 20 | \$1,910.00 |
| Ed.D or Ph.D | \$2,010.00 |

A.3.3. Certification Pay
The Board agrees to give certification pay to the Directors of Vocational Education and Special Education in the same amount as provided to certified teachers earning Vocational or Special Education pay.

A.3.4. Longevity
For the 1989-92 school years and each subsequent year until termination or modification, the Board of Education agrees to pay the amounts listed below for continuous years of certificated, professional service in the district, as follows:

| | |
|---|------------|
| Sixteen (16) through twenty (20) years | \$1,519.00 |
| Twenty-one (21) through twentyfive (25) years | 2,888.00 |
| Twenty-six (26) years or more | 4,257.00 |

The amounts set forth above shall not be cumulative.

A.3.5. Administrative Service Incentive

An AFSA member, upon completion of eight (8) years of district service as an administrator in a bargaining unit recognized position, shall qualify for the Administrative Service Incentive. The Incentive shall be an additional \$5,257 in Compensation for up to three years for a maximum payment of \$15,771.

To receive this payment, in addition to meeting the eight (8) year requirement, the administrator must notify the Director of Human Resources in writing of his/her desire to begin receipt of the benefit. Such notification must occur by the last day of the first semester of the school year in which the payment is to be made. The Incentive payments need not be received in three (3) consecutive years, however, the member must be actively employed during the year payment is made.

The longevity benefits described in A.3.4 shall apply only to those AFSA members who receive longevity during the 1994-95 school year and those employees who, as of June 30, 1995, have completed eight (8) years of employment with the District and will therefore qualify for longevity benefits in the future.

In addition, those AFSA members with nine (9) to fifteen (15) years of service may, at their option, choose instead, the "Administrative Service Plan" as described in A.3.5.

This choice must be made by January 19, 1996. Notification of such choice must be submitted to the Director of Human Resources in writing. Failure to provide notice of selection of the Administrative Service Plan by the required date, shall result in eligibility only for the plan described in A.3.4.

A.3.6 Reimbursement for the Professional Organizations

The Board shall reimburse administrators up to a maximum of \$450.00 toward the cost incurred by the administrator in joining state and/or professional organizations directly associated with the individual administrator's position or for subscriptions to periodicals associated with the administrator's position.

In addition, the Board will establish an account in the amount of \$2,000.00 to be administered by the Professional Development Committee, for payment of professional membership, which exceeds the \$450.00 allotment. The Committee shall receive and review requests by AFSA members for payment of costs when a member has exhausted the initial allotment or depleted the allotment to the point that sums did not remain sufficient to pay for additional professional membership.

The Professional Membership Committee, in reviewing and approving such requests, shall consider the need or benefit to the member and the need or benefit to the district, with a view toward avoiding unnecessary duplication of membership. The Committee, in its judgment, may provide sums for partial membership or subscription membership as an alternative to full membership.

Any monies in this account which remain unused as of January 1 of each school year shall be transferred to the Professional Development Account, as established in Article 10.15, and be used in accordance with the provisions contained therein.

LETTER OF AGREEMENT

Pursuant to our conversations regarding a change in administrative title for the new duties and responsibilities assigned to Shirlee Musick, it is hereby agreed that the current Master Agreement between the Board of Education and AFSA be modified, in the following manner:

Article 1.1 A. ^{and Schedule A - Article 2} shall include the title Director Technology/Career and Technical Education. *(replacement for Director of Guidance and Vocational Services)*

In witness hereto we have set our signatures to indicate our acceptance and agreement with the provision contained herein.

For the Board of Education:

Al Brackenbury
Marcee Martin

For the Association of Ferndale School Administrators:

[Signature]
[Signature]

Dated: *6/30/97*

LETTER OF AGREEMENT

During this time of District reorganization and change, both parties recognize the need for close communication and cooperation between the members of AFSA and the Central Office administrators. This need is especially apparent as it relates to the question of realignment of duties for individual administrators. It is recognized that in recent months it has been necessary to modify several members' job responsibilities. Additional changes which could affect still other members might be considered during the 1997-98 school year. In addition, possible changes in the number of schools and/or other modifications to District operations could result in changes in the number of AFSA administrative positions or adjustments to the duties and responsibilities associated with AFSA positions.

In order to ensure a full and complete dialogue about such changes and a smooth and equitable implementation of the changes, both parties agree to the following:

1. The Continuing Collaboration Committee (C.C.C.) as provided for in section 10.7 of the Agreement between the Board of Education and the Association of Ferndale School Administrators, shall be the format and method of discussion and problem solving for question and concerns related to both administrative duties, compensation, reassignment, and reduction in force.
2. It shall be the responsibility of the Central Office administrators to bring to the C.C.C. proposed changes in duties, responsibilities and assignments which affect AFSA members. Opportunities for conferring on these changes shall occur in a timely fashion to allow for full discussion prior to implementation except in cases of emergency.
3. AFSA may also bring to the C.C.C. questions, concerns, or proposals regarding member duties, responsibilities, assignments, or reductions.
4. Previous implemented administrative duty changes during the 1996-97 school year as well as proposed changes during the 1997-98 school year shall be included for consideration.
5. Failure to reach agreement and resolution on any issue through the C.C.C. shall not preclude use of other dispute resolution methods provided for in the "Agreement".

This letter of agreement shall remain in force until August 31, 1998.

For the Board

John Brockenburg
Marcee Martin

Date

Date

For AFSA

[Signature]
[Signature]

8/7/97

Date

8/7/97

Date

LETTER OF AGREEMENT

*beginning with
the 1998 HS
[Signature]*

Pursuant to our conversations regarding negotiation of the Master Agreement between The Board of Education and AFSA for the ~~1997~~ school year and, in recognition of the fact that these negotiations will not be completed prior to the expiration of the current Master Agreement, it is hereby agreed that said current Master Agreement will be extended until such time as an agreement is reached between the parties. *or 120 calendar days has elapsed, whichever comes first.*

In witness hereto we have set our signatures to indicate our acceptance and agreement with the provision contained herein.

For the Board of Education:

Glenn Brockenburg
Marcee Martin

For the Association of Ferndale School Administrators:

[Signature]
Kayla Balak

Dated: 6-30-97

