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AGREEMENT
between
THE BOARD OF EDUCATION
and
ASSOCIATION OF FERNDALE SCHOOL ADMINISTRATORS
1989 - 1992

Ferndale School District

SCHOOL DISTRICT OF THE CITY OF FERNDALE
725 Pinecrest
FERNDALE, MICHIGAN 48220

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University**

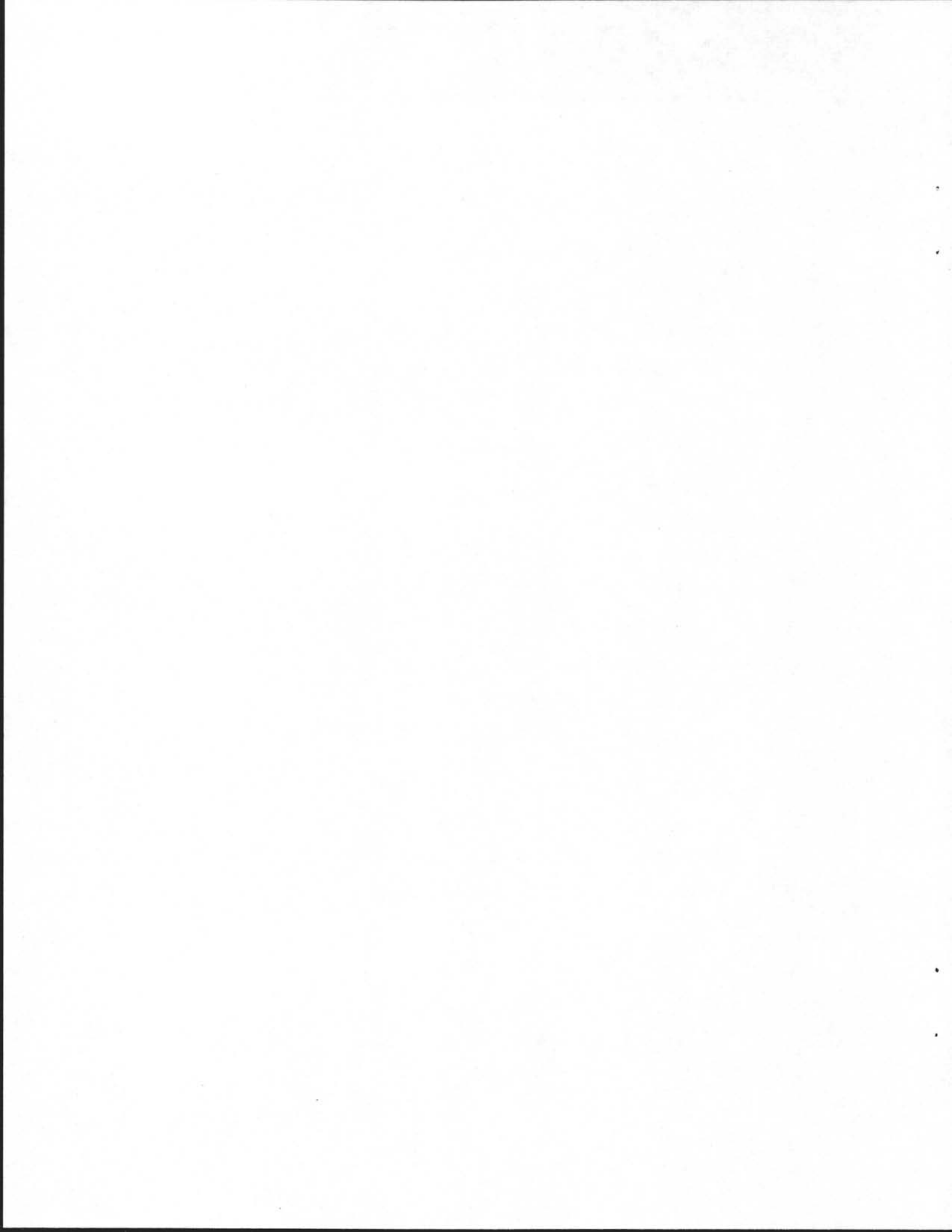
LABOR AND INDUSTRIAL
RELATIONS COLLECTION
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AGREEMENT

THIS AGREEMENT, entered into this 18th day of December, 1989, 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 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 I
RECOGNITION

Section 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 Guidance and Vocational Services
- 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)

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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 II
ASSOCIATION AND EMPLOYEE RIGHTS

Section 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.

Section 2. The Association shall have the right to use school buildings and facilities in conformity with the Board's governing policies and regulations.

Section 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.

Section 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.

Section 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 III
BOARD'S RIGHTS

Section 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 IV
COMPENSATION

Section 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 V
GRIEVANCE PROCEDURE

Section 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.

Section 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.

Section 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 X, 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 VI
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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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."

Section 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.

Section 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.

Section 9.B. (continued)

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.

Section 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 VII
TENURE

Section 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.

Section 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.

Section 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 VIII
LEAVE POLICIES

Section 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.

Section 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).

Section 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.

Section 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.

Section 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.

Section 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.

Section 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 the School District of the City of Ferndale (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

Section 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.

Section 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.

Section 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.

Section 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.

Section 12. Political Leave Political leave will be granted upon election to a governmental office for a period not to exceed one (1) year.

Section 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 IX 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 the School District of the City of Ferndale 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 X
GENERAL

Section 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.

Section 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.

Section 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.

Section 4. Employee Bonus Plan (EBP) The Board of Education agrees to offer to each eligible member an Employee Bonus Plan and make payments according to the following conditions:

An employee, to be eligible for the EBP, must have been employed by the Ferndale School District for eleven (11) continuous years, except where interrupted by leave of absence or other extenuating circumstances which have been approved by the Board of Education. In every case, the employee who opts for EBP must be on the maximum step of Schedule A;

A person under this plan will be ineligible to receive further benefits upon employment in any school district within the State of Michigan;

Persons retiring due to a medical disability which qualifies them for retirement benefits from the Social Security Administration, the State Retirement Board, Workers Compensation, or any Board provided disability insurance, are not eligible to qualify for benefits under this plan. Once a person is receiving benefits through the Early Retirement Incentive Program, no subsequent disability will affect those benefits, except for Workers Compensation disability monies collected because of Workers Compensation claims filed subsequent to retirement shall be deducted from the remaining EBP funds payable to said administrator.

An administrator who receives unemployment benefits shall not be eligible for the EBP.

PAYMENT FOR THE EMPLOYEE BONUS PLAN

<u>Age</u>	<u>Annual Payment</u>	<u>Total Payment</u>
55	\$5,000	\$40,000
56	5,000	35,000
57	5,000	30,000
58	5,000	25,000
59	5,000	20,000
60	5,000	15,000
61	5,000	10,000
62	5,000	5,000

The first yearly payment shall include a payment of \$25.00 for each unused sick day up to a maximum of one hundred (100) days (maximum amount - \$2,500).

It is hereby agreed that participation in the Employee Bonus Plan shall be lowered to age 52, however, there shall be no change in the maximum amount of dollars paid out under this plan.

The payment time under the Employee Bonus Plan shall not exceed eight (8) years.

In order to be eligible for benefits under this plan, the administrator must complete the full school year, if so requested by the Board of Education.

Furthermore, the administrator must give notice of his/her intention to participate in the EBP to the Board of Education no later than 60 days before the end of the school year. This 60 day notification requirement may be waived by the Board of Education if the Board feels there are extenuating circumstances.

For the purposes of computing allowances under this plan, the individual's age will be their actual age on the last day of school of the school year in which notification was given. The first annual lump sum payment will be paid to the individual on or about January 15 immediately following the expiration of the individual's personal contract, or within 30 days following the expiration of the individual contract. (Normally the expiration of the individual work year would be June 30 for 200 or 210 work day employees and later in July for 215 and 225 work day employees.)

Should the payment of funds under this provision be declared illegal, the Board's obligation to any present employee or retired employee shall cease; and the employee has full recall rights under the provisions of this contract and is under no obligation to repay any benefits previously received.

Payment to individuals under this clause shall continue as agreed to in the Master Agreement of the year in which the employee filed for the EBP.

This plan shall expire on midnight, June 30, 1991.

Section 5.

Beginning July 1, 1991, each administrator, upon retirement, shall be entitled to a payment of \$50.00 for each unused sick day, up to a maximum of 100 days (maximum amount, \$5,000.00). Said payment to be made no later than six (6) months from the date of retirement.

Section 6. 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.

Section 7. 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.

Section 8. A committee of the Board or Central Administration and Association representatives may meet once each calendar month during the school year. The purpose of such will be informational and to discuss matters of mutual concern which relate to the operation of the school district.

Section 9. 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".

Section 10. 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.

Section 11. 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.

Section 12. Mileage Compensation

- A. During the 1989-90 school year, administrators will be reimbursed at a rate of \$.22 per mile for all miles driven related to the performance of the administrator's responsibilities. This shall include, but is not limited to, travel to meetings, conferences, special events, and other necessary driving.

- B. Beginning in the 1990-91 and the 1991-92 school years, 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 \$.22 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:

	<u>1990-91</u>	<u>1991-92</u>
Director, Special Education	\$ 200	\$ 250
Director, Athletics	150	250
Director, Adult & Community Education	150	250
Asst. Dir., Adult & Community Ed.	150	250
Principal - Ferndale High	150	250
Assistant Principals - Ferndale High	150	250
Vocational Education	150	250
Director, Reading Center	150	250
Jr. High Principals	150	250
Elementary Principals	150	250

Section 13. 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.

Section 14. Tax Sheltered Annuity Any administrator who is employed during the 1990-91 school year and has not declared to the Board or central administration an intent to retire pursuant to the Employee Bonus Plan and remains in the employment of the school district shall receive a T.S.A. payment of \$500.00 payable in the following manner:

By September 30, 1991, each eligible administrator will complete the enrollment process with a specific T.S.A. company, the company selected being limited to a carrier previously approved by the Board. The Board shall then deposit the \$500.00 amount with the T.S.A. company selected by October 30, 1991.

ARTICLE XI
INSURANCE

For the duration of the Agreement the Board will pay the entire cost to provide for each bargaining unit member, spouse, and eligible dependents:

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 those negotiated in Plan A or Plan B.

ARTICLE XII
MASTER SICK BANK PLAN

Section 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.

Section 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 a 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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 in any form whatsoever by the administrator or the Association when employment has terminated.

Section 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.

Section 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.

Section 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 XIII 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 a per diem rate times the number of days worked on the furlough.

ARTICLE XIV 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 XV

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, 1992, 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, 1992, 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 18th day of December, 1989.

ASSOCIATION OF FERNDALE
SCHOOL ADMINISTRATORS


For the Association:

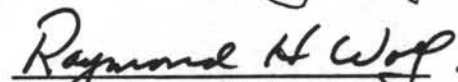

Negotiations Co-Chairperson


Negotiations Co-Chairperson

BOARD OF EDUCATION
SCHOOL DISTRICT OF THE
CITY OF FERNDALE

For the Administration:


Superintendent of Schools


Negotiations Chairperson

SCHEDULE A

ARTICLE I - Days to be worked:

High School Principal	225
Assistant Principal(s)	220
Junior High School Principals	215
Elementary Principals	205; 210 in 90/91 & 91/92
Directors:	
* Physical Education and Athletics	210
Continuing Education	225
Special Education	215
Guidance & Vocational Services	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.

Article II - Salary Schedule

High School Principal - 225 Scheduled Days to be Worked

	<u>1989/90</u>	<u>1990/91</u>	<u>1991/92</u>
Begin	\$63,606	\$67,677	\$72,076
2nd	63,994	68,090	72,516
3rd	64,386	68,507	72,960
4th	64,779	68,925	73,405
5th	65,168	69,339	73,846
6th	68,030	72,384	77,089

Secondary Assistant Principal(s) - 220 Scheduled Days to be Worked

	<u>1989/90</u>	<u>1990/91</u>	<u>1991/92</u>
Begin	\$56,996	\$60,644	\$64,586
2nd	57,393	61,066	65,035
3rd	57,793	61,492	65,489
4th	58,195	61,919	65,944
5th	58,594	62,344	66,396
6th	58,994	62,770	66,850

Junior High School Principals - 215 Scheduled Days to be Worked

	<u>1989/90</u>	<u>1990/91</u>	<u>1991/92</u>
Begin	\$57,199	\$60,860	\$64,816
2nd	57,591	61,277	65,260
3rd	57,981	61,692	65,702
4th	58,373	62,109	66,146
5th	58,764	62,525	66,589
6th	59,436	63,240	67,351

Elementary Principals - 205 Scheduled Days to be Worked

	<u>1989/90</u>	<u>1990/91</u>	<u>1991/92</u>
Begin	\$55,058	\$60,012	\$63,913
2nd	55,448	60,436	64,364
3rd	55,838	60,861	64,817
4th	56,231	61,290	65,274
5th	56,621	61,714	65,725
6th	57,294	62,449	66,508

Director: Continuing Education - 225 Scheduled Days to be Worked

	<u>1989/90</u>	<u>1990/91</u>	<u>1991/92</u>
Begin	\$58,037	\$61,751	\$65,765
2nd	58,429	62,168	66,209
3rd	58,819	62,583	66,651
4th	59,210	62,999	67,094
5th	59,601	63,415	67,537
6th	59,992	63,831	67,980

Director: Special Education - 215 Scheduled Days to be Worked

	<u>1989/90</u>	<u>1990/91</u>	<u>1991/92</u>
Begin	\$55,459	\$59,008	\$62,844
2nd	55,848	59,422	63,284
3rd	56,242	59,841	63,731
4th	56,631	60,255	64,172
5th	57,023	60,672	64,616
6th	57,414	61,088	65,059

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

	<u>1989/90</u>	<u>1990/91</u>	<u>1991/92</u>
Begin	\$54,392	\$57,873	\$61,635
2nd	54,761	58,266	62,053
3rd	55,138	58,667	62,480
4th	55,511	59,064	62,903
5th	55,888	59,465	63,330
6th	56,257	59,857	63,748

Director: Guidance and Vocational Services - 225 Scheduled Days to be Worked

	<u>1989/90</u>	<u>1990/91</u>	<u>1991/92</u>
Begin	\$60,508	\$64,381	\$68,566
2nd	60,914	64,812	69,025
3rd	61,322	65,247	69,488
4th	61,733	65,684	69,953
5th	62,147	66,124	70,422
6th	62,563	66,567	70,894

Director: Reading Center - 200 Scheduled Days to be Worked

	<u>1989/90</u>	<u>1990/91</u>	<u>1991/92</u>
Begin	\$51,992	\$55,319	\$58,915
2nd	52,383	55,736	59,359
3rd	52,772	56,149	59,799
4th	53,166	56,569	60,246
5th	53,555	56,983	60,687
6th	53,948	57,401	61,132

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.

	<u>1989/90</u>	<u>1990/91</u>	<u>1991/92</u>
Begin	\$52,722	\$56,096	\$59,742
2nd	53,114	56,513	60,186
3rd	53,502	56,926	60,626
4th	53,894	57,343	61,070
5th	54,286	57,760	61,514
6th	54,678	58,177	61,959

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

	<u>1989/90</u>	<u>1990/91</u>	<u>1991/92</u>
Begin	\$55,175	\$58,706	\$62,522
2nd	55,585	59,142	62,986
3rd	55,991	59,574	63,446
4th	56,401	60,011	63,912
5th	56,811	60,447	64,376
6th	57,222	60,884	64,841

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

	<u>1989/90</u>	<u>1990/91</u>	<u>1991/92</u>
Begin	\$50,284	\$53,502	\$56,980
2nd	50,676	53,919	57,424
3rd	51,065	54,333	57,865
4th	51,459	54,752	58,311
5th	51,848	55,166	58,752
6th	52,239	55,582	59,195

ARTICLE III

Section 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.

Section 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
10	270
15	405
20	540
25	675
30	810
Earned Educational Specialist	1,500
<u>Post Specialist Credit Hours</u>	
5	1,610
10	1,710
15	1,810
20	1,910
Ed.D or Ph.D	2,010

Section 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.

Section 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
Twenty-one (21) through twenty-five (25) years	2,888
Twenty-six (26) years or more	4,257

The amounts set forth above shall not be cumulative.

Section 5. Reimbursement for Professional Organizations The Board shall reimburse administrators up to a maximum of \$400.00 for the 1989-90 school year and up to \$450.00 per year for subsequent school years toward the cost incurred by the administrator in joining state and/or professional organizations directly associated with the individual administrator's position.

