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8/31/92

AGREEMENT

between

THE BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CITY OF FERNDALÉ

and

THE FERNDALÉ EDUCATION ASSOCIATION

1989 - 1992

Ferndale School District

Ferndale, Michigan

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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

This Collective Bargaining Agreement is entered into this 26th day of February, 1990, and goes into effect at 3:00 a.m., September 11, 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 Ferndale Education Association. The Ferndale Education Association, an affiliate of the MEA and NEA, shall hereinafter be called the "Association" or the "FEA". The FEA is a non-profit Michigan corporation. Original Agreement executed September 6, 1966.

ARTICLE 1

PREAMBLE

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

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

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

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

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

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

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

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

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

ARTICLE 2

RECOGNITION

2.1. Board Recognition

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

Classroom teachers	Head Start teachers ¹
Guidance counselors	Department chairpersons
Librarians	Vocational Education teachers
Occupational and Physical Therapists	Ferndale CASA teachers
School Psychologists	School Social Workers
	Permanent Substitutes

Certificated teachers employed by the Board of Education working on Federal programs, during the regular school day and year

Adult Education counselors
and instructors ²

Driver Education and Summer School teachers,
teaching credit courses, who are also employed in the
Ferndale schools and regular teachers during the normal
school year.

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

Superintendent	Business Manager
Deputy Superintendent(s)	Director(s)
Assistant Superintendent(s)	Principal(s)
Administrative Assistant(s)	Assistant Principal(s)
Director of Personnel	
Adult Education Building and Program Supervisors/Coordinators	
Adult Education Head Counselor	

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

¹See Schedule C.

²See Schedule D.

2.2. Term Definitions

When used in this Collective Bargaining Agreement, Agreement shall mean Collective Bargaining Agreement; F.E.A. shall mean Ferndale Education Association; M.E.A. shall mean Michigan Education Association; N.E.A. shall mean National Education Association; S.O.D.A. shall mean South Oakland Districts Association and Association shall mean M.E.A., N.E.A., F.E.A., and S.O.D.A.

Board of Education shall mean the Board of Education; Board shall mean the Board of Education, Superintendent, Deputy Superintendent, Director of Personnel, Business Manager, Building Administrator or any other agent of the Board of Education.

2.3. Employee Definition

The term "teacher" when used hereinafter in this contract, shall refer to all employees represented by the F.E.A. in the professional negotiating unit as above defined.

2.4. Exclusive Negotiation

The Board agrees not to negotiate on matters covered by Act 336 of the Public Acts of 1947 as amended, including Public Act 379 of 1965, with any teachers' organization other than the F.E.A., for the duration of this Agreement. However, nothing contained herein shall be construed to prevent any individual teacher from presenting an individual grievance and having that grievance adjusted without intervention of the F.E.A. provided that the F.E.A. 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.

2.5. F.E.A. Representation

The F.E.A. is required under the Agreement to represent all of the teachers within the recognized bargaining unit fairly. The terms of this Agreement have been made for all teachers in the bargaining unit who are the recipients of the benefits and are represented by the F.E.A. which was the choice of a majority of the teachers within the recognized bargaining unit.

2.6. No Discrimination

There shall be no discrimination by the F.E.A. or the Board toward any employee(s) because of race, creed, religion, color, sex, age, physical handicap, marital status or number of dependents; except where age, sex, or physical requirements constitute a bona fide occupational qualification necessary for proper and efficient administration. All will be equally considered under the provision of this Agreement and in accordance therewith.

2.7. Representation Fee

In accordance with the terms of this article, each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association.

- A. Association Members. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
- B. Service Fee Payers. Bargaining unit members not joining the Association shall pay a service fee to the Association. However, upon timely objection, no individual required to pay a service fee to the Michigan Education Association (MEA) or a local affiliate shall be required, through the payment of such a fee, to contribute to the financial support of an ideological cause or political activity unrelated to collective bargaining, contract administration, grievance adjustment and lawfully chargeable employee representation. An individual who, in compliance with the administrative procedures established by the Executive Director of the Michigan Education Association, objects to the use of a portion of his/her service fees to support such an ideological cause or political activity shall be required to pay a reduced fee based upon a determination of the percentage of the MEA's annual expenditures for the prior year necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees. Said service fee amount shall be communicated to the district business office prior to requesting a deduction from wages.
- C. Non-payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the Employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

2.8. Dues Deduction.

Upon written authorization by a bargaining unit member or pursuant to paragraph 2.7.C, the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year. Monies so deducted will be transmitted to the Association, or its designee, no later than twenty (20) days following each deduction.

2.9. F.E.A. Notification to Board

Dues, Assessment, and P.A.C. contributions - The F.E.A. shall notify the Board in writing and provide a list of dues, assessments and P.A.C. contributions. The Board shall be obligated to make only one change in dues and one special assessment in any one school year. Each new teacher will not be considered a change.

2.10. Change in Authorization

The Board will automatically renew deductions each year unless notified in the following manner: any teacher desiring to have the Board discontinue deductions he has previously authorized must notify the Board's representative and the F.E.A. in writing by September 1st of each year for that school year's dues.

2.11. No Denial or Restriction of Rights

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

ARTICLE 3

TEACHER RIGHTS AND RESPONSIBILITIES

- 3.1. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective professional negotiations, as defined in Section 11, Act 379 of the Public Acts of 1965, for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.
- 3.2. The F.E.A. or any committee thereof shall be permitted reasonable use of school building facilities and equipment at reasonable hours, without charge, provided that no such permitted use shall interfere with the administration or operation of the school system, and provided further that if the F.E.A. in the enjoyment of such permission shall incur any overtime obligation on the part of other of the Board's employees, such overtime compensation shall be assumed and paid by the F.E.A. Any permission granted to the F.E.A. for the use of school premises shall require prior approval from the Board's representative before exercising such right.
- 3.3. The F.E.A. may use the district's written communication services and teacher mail boxes for its business and social events announcements. Announcements of meetings may be listed in school activity bulletins and the public address system may be used for announcing the date, time, and place of meetings.

- 3.4. The Board agrees to furnish the F.E.A. with all reasonably necessary information that has been compiled and is available concerning the financial resources of the Ferndale School District, tentative budgetary requirements and allocations, and such other information not inconsistent with the provisions of this Agreement.
- 3.5. Copies of the Agenda for Board meetings and minutes of previously held Board meetings will be made available to the F.E.A. representatives prior to each Board meeting, except items relating to personnel changes and other privileged or confidential matters.
- 3.6. Copies of the formal staff study proposals, tax allocation budget, and General Fund Budgets will be made available to the Association. Copies of the Personnel Policy Manual shall be provided for each building library. Updates of the Manual shall be provided within twenty (20) days of printing.
 - A. Prior to Board action to lay off bargaining unit members the Board will provide the F.E.A. with a current seniority list. The list will include all available areas of official certification presented to the Board prior to March 1 of the layoff year. It shall be the teachers' responsibility to notify the Board of changes that occur in their official certification status with the State Department of Education. March 1 shall be the final date for submission of endorsed teaching areas for all purposes relating to layoff and recall, except as noted in Article 12.2.C.

Substitute Teaching. Laid off teachers who desire to substitute shall notify the Board in writing and will be given first preference to substitute teaching positions, including long-term substitute positions. Consideration shall be on the basis of certification, qualifications, and seniority. Appointment to these positions shall be accomplished by using the recall procedures as practiced by the district and denoted in Article 12.

3.7. General Responsibilities

It is the responsibility of the F.E.A. and each individual teacher, as well as the Board, within available resources, to provide the highest quality education program possible for every student in the school district. On the teacher's part this includes:

- A. To strive for excellence in teaching and to take advantage of opportunities for continually improving teaching skills and relationships with students;
- B. Careful daily preparation of lessons, lectures, demonstrations;
- C. Each teacher may be required to serve on one ad hoc building and/or district-wide curriculum study per semester when requested to do so by the Board or a teacher chairperson of a Board approved committee, providing that the committee's function has been posted in writing in advance of the committee selection date and those positions have not already been filled by teacher volunteers;
- D. All teachers shall be expected to be in attendance at open houses held in the building in which they are assigned. Circuit teachers shall not be required to attend more open houses than the regular classroom teacher.

E. Reasonable participation in public-oriented activities of the school such as:

- . P.T.A., P.T.O., and P.T.S.A. meetings;
- . Public performances of students in plays, concerts, athletic activities, chaperoning of dances

F. Promptness in meeting classes, attending building staff meetings unless excused by the building administrator, keeping appointments with parents, students, and other school employees, and in furnishing essential reports and information required by the Board.

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

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

3.10. F.E.A. Released Time

The F.E.A., as a group, shall have a maximum of forty (40) scheduled teaching days of released time as paid personal leave days to allocate to its personnel for F.E.A. business. F.E.A. members will apply for such released time on the regular personal leave application forms in the usual manner but the application must have the approving signature of the F.E.A. president before it is submitted to the Board.

3.11. Review of Personnel File

Each teacher shall have the right, upon written request, to review the contents of his own personnel files maintained at the teacher's school or at the administration building. A representative of the F.E.A. may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files. Privileged information such as confidential credentials and related personnel references normally sought at the time of employment are specifically exempted from review. The administrator shall, in the presence of the teacher's authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the teacher.

All communications, including evaluation by Ferndale administrators, commendations, and validated complaints directed toward the teacher which are included in the personnel file shall be initialed by the person making the entry and shall be called to the teacher's attention at the time of inclusion. A teacher will be given 30 work days to furnish his/her written comment for entry into the file. No anonymous complaints shall be considered as valid. The confidentiality of personnel files shall be maintained.

- 3.12. A teacher shall, at all times, be entitled to have present a representative of the F.E.A. when the teacher is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. Any such reprimand, warning, or disciplining shall be done in private.

When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the F.E.A. is present. The representative shall not delay being present beyond thirty (30) minutes following the close of the school day for students. However, if it is not possible for the representative of the F.E.A. to be present on the day of the occurrence, then the representative shall meet with the parties no later than the following day.

- 3.13. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand or reduction in rank or compensation, asserted by the Board shall be subject to the grievance procedure hereinafter set forth. However, the discharge, demotion or suspension without pay of a tenure teacher shall not be subject to the grievance provisions of this Agreement. (For tenure teachers refer to Article 17, Sections 1 and 5).
- 3.14. The parties seek to educate young people in the democratic traditions, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of their respect for the Constitution and the Bill of Rights. Therefore, teachers shall have reasonable freedom in the implementation of the curriculum. However, this does not exclude the right and the obligation of the administration to question, instruct, and direct, whenever necessary.

The Board and Association recognize that the best educational results for the student are produced when the home and the school (teacher and administrator) work together as partners in the education process.

State test scores, ratings, or other standardized test results shall not be used in the formal evaluation of teachers.

- 3.15. An aggrieved teacher and/or a teacher duly authorized by the F.E.A. and representing the F.E.A. at a meeting or hearing involving grievance matters, including such arbitration as is required under this Agreement, held during a school work day shall be released from the teacher's regular duties without loss of salary or leave days, provided that not more than four such teachers shall be so authorized for each such hearing or meeting unless specific approval is obtained from the superintendent.
- 3.16. It is understood that the bargaining unit members set forth in Article 2, Section 1, have responsibility for performing duties normally associated with those positions. These duties shall not be assigned for more than a two (2) week period to anyone who is not a member of the bargaining unit.

ARTICLE 4

RIGHTS AND RESPONSIBILITIES OF THE BOARD

- 4.1. There is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it by the laws and Constitutions of Michigan and the United States, except where expressly and in specific terms limited by the provision of this Agreement.
- 4.2. It is expressly agreed that the Board retains among others those rights listed below. The Board agrees, however, that prior to the effective date of any such rules or personnel policies established by it related to hours, wages and working conditions of teachers, it shall give the F.E.A. reasonable notice of any proposed rule or policy. Such notification shall be given to afford the F.E.A. 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.
- A. the executive management and administrative control of the school system and its properties, facilities and equipment;
 - B. hire all employees and, subject to the provision of law and the terms of this agreement, to determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion and to promote and transfer all such employees;
 - C. establish levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - D. establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions, which are not inconsistent with the provision of this Agreement or violative of law;
 - E. determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
 - F. determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.
- The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.
- 4.3. The parties will attempt to prevent children from involvement in Association/Board controversies.
- 4.4. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of any rights of management not listed and specifically surrendered therein, whether or not such rights have been exercised by the Board in the past.

ARTICLE 5

JOINT RESPONSIBILITIES

No Strike - No Lockout

- 5.1. Under no circumstances will the F.E.A. cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, recruitment sanctions, sitdown, stay-in or slowdown, in any school buildings or property of the Board or any curtailment of duties or restriction or interference with the operations of the school system.
- 5.2. The School Board will not lock out any employees.

ARTICLE 6

PROFESSIONAL COMPENSATION

- 6.1. The compensatory Schedule A is based upon a normal weekly teaching load during normal teaching hours hereinafter defined in Schedule B (Calendar).
- 6.2. The compensation of teachers covered by this Agreement is set forth in Schedule A, which is attached to and incorporated in this Agreement. All items contained in Schedule A shall remain in effect during the term of this Agreement.
- 6.3. Classroom teachers shall be required to report at the beginning of the school calendar year and render required services during such school calendar year. If time, in addition thereto, is accepted and performed by any teacher, he shall receive extra compensation as provided for extra-contractual work.
- 6.4. The following holidays shall be observed: New Year's Day, Good Friday, Memorial Day, Independence Day (for any teacher employed on such day), Labor Day, Thanksgiving Day, Christmas Day and M. L. King. If a holiday falls on Saturday, the previous Friday shall be observed and if a holiday falls on a Sunday, the following Monday shall be observed.
- 6.5. When a teacher with at least a provisional teaching certificate (except for conditions as listed in Article 22, Section 6b) is initially employed, the Board may, at its discretion, grant up to one (1) step on the current salary schedule for each year of prior teaching experience and work experience credit and up to three (3) years military experience gained in the Armed Forces of the United States since September 1, 1940. When the Board finds it necessary to grant experience credit to interested candidates in fields of teaching where teacher shortages exist, they may go up to, but not exceed the maximum step on the salary schedule. Included in the above may be five (5) years of experience credit for trade, laboratory or technical experience related to the teaching assignment. If experience credit is granted, it shall be computed to the nearest one-half (1/2) year.

- 6.6. In the school system there are certain authorized extra-curricular activities involving a large amount of time and work beyond the routine schedule of classes and regular extra curricular assignments. Teachers accepting such authorized assignments in extra-curricular activities shall receive compensation in addition to their regular salaries according to Schedule A.
- 6.7. A. Upon the receipt of certification by the Superintendent's Office that the requirements for the Master's Degree have been completed, the annual salary rate adjustment shall become effective the first (1st) pay period of the school year, if certification has been received in the Superintendent's Office at least fifteen (15) days prior to that time, or in the first (1st) pay period of the second (2nd) semester, if certification has been received in the Superintendent's Office at least fifteen (15) days prior to that time. The additional pay for the Master's Degree will be paid retroactive to the date requirements were completed and prorated over the remaining pay periods for that school year. If the certification is received after the beginning of the second semester, the added compensation will be paid with the last check of the school year.
- B. As a condition of effectiveness of this section a letter certifying completion of requirements for the Master's Degree or a transcript certifying completion of such requirements is to be submitted to Central Office within thirty (30) days of completion of requirements to qualify for retroactive payment as noted above. Failure to so notify will cause the increase to become effective with the first pay of the following semester.
- 6.8. A. The work of a classroom teacher is unique and different from most jobs in that classroom teaching requires additional time beyond conducting classes. This additional time may cover many activities such as planning, developing tests, maintaining records, correcting papers, curriculum development, previewing films, and other materials, etc. Although some of this work may be formally scheduled, much of it is scheduled at the discretion of each individual teacher.
- B. Each work day of the contractual academic year contains six hours of classroom teaching time. For purposes of computing extra contractual classroom teaching pay it is assumed that the work day is eight hours. In effect, this assumes that twenty minutes of additional time is required for each classroom teaching hour.
- C. For purposes of computing this formula only, we assume that the contractual year involves forty (40) weeks of five (5) days each, for a total of two hundred paid days. Having assumed that each day is equivalent to eight (8) hours, this then means that the contractual year for the purpose of this formula is made up to 1600 hours.

- D. By dividing the annual salary of a teacher by 1600 hours an hourly rate of pay is determined recognizing that each hour of classroom time requires at least twenty minutes (or .333 hours) of additional time. Then the hourly rate is multiplied by 1.333 for each hour of classroom teaching. Activities not requiring additional time outside of that scheduled will be computed at the regular hourly rate (annual salary divided by 1600 hours).
- 6.9. A. Payment of Compensation Teachers will receive their annual salary in accordance with Schedule A of the Agreement in twenty-six (26) equal bi-weekly payments, September through August. Teachers may elect to receive their annual salary in twenty-one (21) equal bi-weekly payments, September through June, provided written notice of such election is received in the business office on or before August 1 of the fiscal year in which such election is to apply.
- B. Teachers who receive their annual salary in twenty-six (26) equal bi-weekly payments may receive a lump sum payment at the end of the regular school year provided they notify the business office, in writing, on or before September 20, of each school year. For new hires after September 20, the option for lump sum payment shall be made on the date of hire.
- C. Teachers who want their checks mailed to a summer address must notify their school office of such address, in writing, prior to the end of each school year.
- D. Scheduled paydays are set forth in Schedule B, Section 2.
- 6.10. Recognizing that some employees must use personal automobiles in the course of their employment the Board of Education hereby agrees to pay to said employees the sum of twenty-two cents (.22) per mile.

ARTICLE 7

HOURS, WORK DAY AND WEEK

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

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

- * (a) FERNDALE HIGH SCHOOL (7:55 a.m. - 3:10 p.m.) All high school teachers shall be entitled to no less than a thirty (30) minute duty-free lunch period.
- * (b) JUNIOR HIGH SCHOOL (8:10 a.m. - 2:56 p.m.) All junior high school teachers shall be entitled to no less than a twenty-eight (28) minute duty-free lunch period. The Board may start school up to one-half hour earlier than 8:10 a.m. The ending time, therefore, shall also be moved up accordingly (i.e., 7:45 a.m. - 2:31 p.m.).
- * (c) ELEMENTARY SCHOOLS (8:25 a.m. - 3:35 p.m.) All elementary teachers shall be entitled to a sixty (60) minute duty-free lunch period, except on rotating duty days, in which case the duty-free lunch period shall be thirty (30) minutes. (See Section c-1 and c-2 below).

c-1 Teacher Starting & Ending Times The starting times for elementary schools may vary between 8:00 a.m. to 9:00 a.m. because of constraints imposed by the student transportation system. The ending times for elementary schools may vary from 3:00 p.m. to 4:00 p.m. The normal starting time is 8:35 a.m. and the normal ending time is 3:35 p.m. The length of the elementary instructional day shall not be longer than it was in the 1977-78 school year.

c-2 Rotation of Duty Days - Elementary Elementary teachers on a rotational schedule, will be available in the buildings for emergencies when the principal is not in the building. It is agreed that administrative supervision will normally be in the building during the students' lunch time. The teacher(s) on rotational duty will notify the principal or lunchroom aide or office monitor where they may be located in the building. Teacher(s) shall not be used for lunchroom duty.

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

7.4. Teachers will not be required to supervise the breakfast program while students are in the breakfast room.

* See Letters of Agreement dated September 1, 1986.

ARTICLE 8

TEACHING LOADS AND ASSIGNMENTS

- 8.1. It is agreed that all teachers have a professional responsibility to provide their students with whatever time and assistance may reasonably be necessary to promote the educational growth of the students. Therefore, the salary schedule reflects not only the above designated time but also the total professional responsibilities of the teachers.
- 8.2. A. The normal weekly teaching load in the senior high school will be no more than twenty (20) teaching periods of fifty-five (55) minutes each and five (5) teaching periods of sixty-five (65) minutes each, and five (5) unassigned preparation periods of fifty-five (55) or sixty-five (65) minutes each depending upon the class hour the preparation period is assigned.
- B. The normal teaching load in the junior high school will be no more than thirty (30) teaching periods or activity periods of forty-five (45) minutes each and five (5) unassigned preparation periods of forty-five (45) minutes each. Preparation time is considered to include conferences with counselors, parent-teacher conferences, relief time, conferences with administration, planning and other related activities. A more definitive agreement concerning the use of time when students are being taught by a special teacher in the elementary schools is covered in Article 25, attached, and made a part hereof.
- C. Teachers in grades seven (7) through twelve (12) will be given class assignments which will provide a limit of no more than three (3) separate and distinct preparations per semester, whenever possible, within the field of competency and skills of the involved staff. Teachers in grades nine (9) through twelve (12) will be assigned in accordance with North Central accreditation requirements.
- D. Department Chairperson - High School Department Chairperson of the Mathematics, English, Science, Social Science, Fine and Practical Arts, and Business Education at Ferndale High School, shall have, in addition to the regular planning period, one period per day designed to provide an opportunity for them to assist the principal with curriculum coordination and other routine department duties.
- E. Department Coordinators - Junior High Schools Department Coordinators of the English, Science, Social Science, and Mathematics Departments at the Junior High Schools shall be provided with released time in addition to the regular preparation period per day designed to provide an opportunity for them to assist the principal with curriculum coordination and other routine department duties.

- 8.3. Split Sections Every effort will be made to develop a master schedule without split sections. Teachers who will be assigned to teach elementary split sections at the beginning of the school year will be given notice of such assignment by June 1 of the prior school year.

Split sections shall have fewer students than regular sections, when possible. Unless an elementary teacher volunteers to accept a split class more often, an elementary teacher shall not be scheduled for a split class more than one (1) year out of any three (3) years in a row.

- 8.4. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be given new assignments outside the scope of their teaching certificates or their major or minor fields of study.
- 8.5. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in the teaching assignments in the secondary school grades will be notified and consulted by their principals as soon as practicable and in no event later than the close of the school year, unless by mutual agreement. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels.
- 8.6. Any departure from teaching loads and assignments as described in the section above will be made only in case of an emergency. Notification of the departure from said loads and assignments shall be sent to the Association as soon as possible.
- 8.7. When it becomes necessary because of space, financial limitations, shifts in student population and/or to provide racial balance of the professional staff, the Board will assign and/or dissolve split sections, and direct the teacher transfers as needed by the second Friday of the new school year. Such action shall take place after full explanation and consultation with the affected teachers and F.E.A. representatives.
- 8.8. Library technicians will be supervised on a part-time basis by fully qualified and certified librarians. The intent of this language is that the librarian will give day-to-day direction to the technician. The school principal and the librarian will be responsible for evaluating the technician(s).

ARTICLE 9

TEACHING CONDITIONS

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

9.2. It is acknowledged the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end. However, the teacher recognizes a responsibility for maintaining proper student conduct and deportment and for taking action whenever violations of school rules are observed. Building administrators will work with teachers in fulfilling this responsibility.

9.3. A. It is agreed that the class size maximum for grades kindergarten through 6th, inclusive, shall not be exceeded by more than two (2) students. If this condition is exceeded then a teacher's aide will be hired for that class until such time as the class limit is properly met.

Elementary circuit teachers in art, physical education, vocal music and library shall be included in the following class size maximums:

Kindergarten - 25

Kindergarten - 24 (beginning 1987-88)

Grades 1,2,3 - 27

Grades 4,5,6 - 30

Elementary vocal music - 36

The teacher's aide may remain for up to a one month period unless the teacher desires to retain the aide for a longer period of time. If at the end of the one month period the teacher no longer desires to have the aide remain in his/her classroom, then the class size limits shall be met.

(a) Under unusual conditions the Association and administration agree to meet to resolve the problem.

B. Special Education students who are mainstreamed into regular classrooms shall be counted as follows in determining the class size for this article:

(a) Elementary learning disabled (L.D.) shall be counted as one (1).

(b) Elementary special education self contained shall be counted as two (2).

(c) Secondary special education students shall be counted as two (2) except for L.D., speech, and language impaired and students assigned to school social worker. They shall be counted as one (1).

C. It is agreed that the class size maximums for special education classes shall not exceed the State of Michigan allowed maximums.

D. In grades 9 - 12, except in certain classes such as physical education (excluding swimming) and music, the total pupil load for teachers shall not exceed 160 pupils per day for the long period day. An individual class shall not exceed 33 students.

In grades 7 and 8, except in certain classes such as physical education and music, the total average pupil load for teachers shall not exceed 170 pupils per day for the short period day. An individual class shall not exceed 33 students.

When the Board, in grades 7 - 12, designates courses as remedial in the English, social studies, mathematics, and science curricular areas, the class size shall not exceed twenty-two (22) students in the remedial classes.

E. Where a number of staff members are involved in a cooperative teaching project the amount of each person's involved time should be counted in computing the individual teacher's load.

- 9.4. The over-all teacher/pupil ratio of 1:24 shall be maintained excluding special education teachers and students.
- 9.5. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. Both parties to this contract will confer through the Professional Relations Committee on such matters from time to time.
- 9.6. The Board shall make available, in each school, adequate restroom and lavatory facilities exclusively for teacher use and at least one room appropriately furnished which shall be used exclusively as a faculty lounge and lunchroom, in which smoking shall be permitted. A typewriter and duplicating machine will be made available in each building for teacher use. The Board agrees to provide a bulletin board in each teachers' lounge. The F.E.A. shall be responsible for assigning a member to supervise each of these bulletin boards. It is agreed that these bulletin boards will be kept neat and the material posted in good taste.

Smoking will not be allowed in staff meetings. The Board agrees to install and maintain a ventilation fan in the rooms designated as staff lunchrooms.
- 9.7. In schools where continuous cafeteria service is not available, on request to the principal, a vending machine for beverages shall be installed. The net profits from the sale of these vending machines shall be made to the Association for Association purposes.
- 9.8. When free public parking is not available, adequate parking facilities shall be made available for the teachers' use.
- 9.9. The private and personal life of any teacher is not within the appropriate concern or attention of the Board as long as it is consistent with the high standards and ethics of the teaching profession.
- 9.10. The provisions of this Agreement and the wages, hours and terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex, marital status or membership in or association with the activities of any lawful employee organization. The Board and the F.E.A. pledge themselves to seek to extend the advantages

of public education to every Ferndale School District student, without regard to race, creed, religion, sex, color or national origin, and to seek to achieve full equality of educational opportunity to all of these pupils.

- 9.11. Ten (10) days prior to the first day of the school year, the P.R.C. will meet to determine the availability of supplies needed by teachers to begin teaching. If any supplies have not been received as of the first day of the school year the Board will decide how to provide such supplies through other sources.
- 9.12. Building Team Building teams are composed of groups of educators within each school building who meet to discuss and attempt to resolve issues pertaining to students who are posing educational problems. The committee composition is decided on a case-by-case basis and is dependent upon the nature of the student's problem. As a minimum the committee includes the classroom teacher and building principal. Other educators who have knowledge of and/or expertise pertaining to the nature of the student's problem should be included such as special teachers (art, music, etc.), reading consultant, math consultant, learning center teacher, school social worker, speech therapist and psychologist. The committee is convened jointly by the classroom teacher and building principal.

The team meets to:

- a. discuss the problems;
- b. review available data pertaining to the student, which may include academic work samples, results of formal and informal tests and observational data (anecdotal record);
- c. propose and discuss possible intervention strategies.

When consensus on intervention strategies are reached, a decision is made regarding who will be involved; when the intervention will take place; and when the team will reconvene to review and evaluate the implemented strategies.

If the strategies are not successful, or if teacher and/or principal desires, or if, in the opinion of the committee, the student is suspected of being impaired, the Special Services Conference Request form is completed and forwarded to the Director of Special Education. Documented information pertaining to the strategies initiated by the Building Team should be available to aid the Director of Special Education in making the appropriate general or special education referral determination.

Subsequent procedures are followed according to the referral procedures outlined in the Blue Log which are in each school building office.

If the Building Team determines that the student should be seen on an individual basis by the psychologist, school social worker, speech therapist, learning center teacher or any other special education person, the Permission for Consultation form must be signed by the parents or legal guardian.

- 9.13. It is further agreed that the principal will make available and accessible in the school office the referral log for any teacher's inspection.

ARTICLE 10

PROMOTIONS & VACANCIES

10.1. Whenever any vacancy in any professional position in the district shall occur during the school year, which position shall be considered to be a promotion as defined in Section 2 below, the Board shall publicize the same by giving written notice of such vacancy to the F.E.A. and providing for appropriate posting in every district school building. Placing a copy of the bulletin in each certificated employee's box shall be considered the equivalent of appropriate posting and a personal notice. The bulletin shall be entitled ANNOUNCEMENT OF VACANCY and shall contain the following information:

- A. Title of the position which is open
- B. Formal requirements of the position and other qualifications to be 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 has been posted for at least ten (10) calendar days.

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

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

10.3. Any teacher may apply for a vacancy in a position considered to be a "Promotion" as defined in Section 2 above. In filling such vacancy, the Board shall consider the professional background and attainments of all applicants along with other relevant facts. Should there be two (2) or more of these applicants with equal qualifications for the position and one (1) or more of these applicants with equal qualifications is a current employee, the current employee with the greatest seniority shall be assigned. Special consideration shall be given to women and/or minority defined as: native American, Asian American, Latino, African American and those of the non-Christian faith, applying in a department with an absence of women or minority persons. However, in all appointments to vacant positions, the Board's decision shall be final.

10.4. If a vacancy shall occur during the summer vacation period, the Board shall notify those teachers who have indicated by written notice dated June 1st or before of that year a desire to be notified by mail of such vacancy. Such vacancy shall not be filled, except on a temporary basis, until ten (10) days after notice has been mailed to the teacher at the indicated address for such mailing. Failure to notify any one or number of teachers through error shall in no way nullify the Board's decisions.

- 10.5. A teacher interested in being notified about a position appearing during summer vacation should, on or before June 1 of each year, submit to the Personnel Director, in writing, his/her decision to be notified.
- 10.6. Any teacher who shall be promoted to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have under this Agreement prior to such transfer to supervisory or executive status, including increments normally accrued.
- 10.7. Whenever new bargaining unit positions are created the Board shall publicize the same by giving written notice of such vacancy to the F.E.A. and shall provide for appropriate posting in all buildings. Said posting shall contain the necessary qualifications pertaining to the job. No such vacancy shall be filled except on a temporary basis until such vacancy has been posted for at least ten (10) calendar days.
- 10.8. If a teacher is interested in receiving postings for other bargaining unit vacancies during the school year, he/she should submit a letter to the Personnel Director so requesting such posting. The Personnel Director shall send posting to those teachers who submit said letter.

ARTICLE 11

1. VOLUNTARY TRANSFERS

- 11.1. A. The Board of Education recognizes that it is desirable to take into consideration the interests and aspirations of its employees with respect to position assignments. Written request may be made for a transfer on school district forms giving the reasons for transfer, the school requested, grade requested and academic qualifications. Such requests should preferably be submitted to the superintendent through the principal; however, if desired, requests may be made directly to the superintendent. If it is desired that the requests be kept active, they should be renewed annually.
- B. In filling a vacancy by voluntary transfer the Board shall interview and give consideration to current teacher employees interested in the vacancy before an applicant from outside the school system is placed. Should there be two (2) or more applicants with equal qualifications for the position and one (1) or more of these applicants with equal qualifications is a current employee, the current employee with the greatest seniority shall be assigned.
- C. The Board shall consider all factors making its best judgment in weighing both the needs of the individual and the school district.
- D. Employees considered by the Board will be informed of approval or denial of the request. The denial of such request may be reviewed by the teacher and Board.

2. INVOLUNTARY TRANSFERS

- 11.2. A. In cases of vacancies or new positions which necessitate an involuntary transfer, it is agreed that certification first, district wide seniority within buildings second, and then qualifications* shall be the deciding factors.
- B. All teachers whose assignments will be changed due to an involuntary transfer for the coming school year shall be given written notice of their assignment no later than the end of the school year, except as noted in 4C of the paragraph below and in cases where a teacher returns from a leave or returns from a layoff.
- C. Involuntary transfers may be effected for justifiable reasons. For purposes of this provision, justifiable reasons are:
- 1) Changes in student enrollment within the affected building or within the district.
 - 2) In order to recall laid off teachers.
 - 3) Program changes.
 - 4) Arbitration awards and grievance settlements between the Association, member, and Board of Education.
- D. An Involuntary Transfer shall be defined as:
- 1) A change from one building to another.
 - 2) A change in department in the secondary.
 - 3) Any change in assignment that is made by the second Friday of the school year. From the second Friday after the beginning of the school year there shall be no involuntary transfers except for the first two weeks of the second semester at the junior high schools and senior high school.
 - 4) A change from lower elementary (K-3) to upper elementary (4-6) or upper elementary to lower elementary except at the third and fourth grade levels a change in either direction of two grade levels may be made.

*Qualifications are defined as:

For K-6 classrooms - at least elementary certification.
For elementary special subject (art, music, physical education, etc.) at least a minor in the subject to be taught.
For junior high - at least a minor in the subject to be taught.
For high school - at least North Central recommendations.

*The above stated qualifications shall apply only to involuntary transfers.

ARTICLE 12

LAYOFF AND RECALL PROCEDURES

- 12.1. Layoff means removal from the payroll with no employment rights other than retention of seniority status, extra duty status, recall rights as noted below, and such other rights as provided for below.
- 12.2. If, because of unforeseen circumstances, such as reduction in student population, changes in curriculum or deficit financial conditions, it becomes necessary to reduce staff, the following layoff recall procedures shall prevail:

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

Teachers with the most seniority in the schools of the School District of the City of Ferndale will be retained to the last. Where seniority is the same, the procedure will be as follows:

Tie breaker for seniority - On a mutually agreed upon date, all teachers and qualified administrators presently employed, on layoff, or on leave of absence shall draw or have drawn for them, if not present, a "tie-breaking number" between "1" and 350. The number drawn becomes their permanent seniority tie-breaking number. Number "1" being the most senior and 350 the least senior.

Employees hired after the mutually agreed upon date shall draw a number between 351 and 500 at the time of their initial employment. The number drawn becomes their permanent seniority tie-breaking number. Number 351 being the most senior and 500 the least senior of the newly hired employees.

- B. The Board will make every effort to find another teaching position for laid-off teachers.
- C. Teachers who are laid off will retain seniority and recall rights for a period of time equal to their length of service as a teacher in the district or eighteen months, whichever is lesser.

Recall will be based on reversal of A. above; i.e., the last laid off will be the first recalled.

Should a teacher who is on layoff receive either recertification and/or a new endorsement he/she shall immediately qualify for placement to an available position in accordance with his/her seniority rights. The parties agree to abide by the Helsom tenure Case (84-82) until it is overturned by the tenure commission or court of competent jurisdiction.

- D. Teachers being recalled will be given ten (10) days from the date of the receipt of a registered letter of recall to indicate their acceptance or rejection of reemployment. Failure to respond within the ten (10) day period will end the employees' seniority rights.

- E. No new teacher shall be hired in a subject area until all laid-off teachers, who are qualified and properly certified for that subject area, have been given an opportunity for recall as per paragraph D. above.
- F. No new teachers shall be hired in a subject area before teachers who are laid off from other subject areas who are qualified and who possess the necessary certification have been given an opportunity for recall as per paragraph D. above.
- G. A teacher shall not be laid off because of curricular change unless such change would render the teacher non-qualified under the State Certification Code, and he/she has refused other assignment opportunities for which qualified, or turned down training provided by the employer (at the employer's expense) to certify him for existing vacancies.

12.3. The Board will continue to provide the insurance as provided elsewhere in this Agreement for any teacher laid off in accordance with this Article for the months of July and August. Teachers who are not recalled by the 15th of September, may continue for twelve (12) months to pay to the Board, in advance, the group rate premium and continue within said groups of current insurance, as permitted by the insurance companies. If the teacher is recalled prior to Thanksgiving, the Board will reimburse the teacher for the premium paid. If a teacher is not recalled prior to Thanksgiving, reimbursement will not be made.

12.4. The Board will reimburse teachers who successfully complete course work as outlined in Schedule A, Section 3, Professional Improvement Plan, while on layoff, if they are recalled prior to Thanksgiving. Teachers who are recalled after Thanksgiving will not be reimbursed for course work completed during the layoff period.

12.5. Reverse Layoff

If the Board is going to lay off teachers pursuant to this Article, teachers with the greatest seniority shall be given the option of taking a selective layoff before involuntary layoffs take effect.* In the event that a sufficient number of selective layoffs are not generated, the above involuntary layoff procedure shall be applicable. Teachers on selective layoff shall retain all layoff rights and responsibilities, including unemployment benefits.

Teachers opting for a selective layoff shall have the right to bump a lesser seniored teacher for the purpose of being recalled the following school year. Selective layoffs shall be for a period of no less than one school year.

* The Board will not lay off a more seniored teacher if, in its judgment, the program will be jeopardized.

Reverse layoff will apply only to MA-10 year and BA-10 year teachers.

- 12.6. A teacher who is laid off under provisions other than Section 5 above and who is paid unemployment compensation benefits (associated with his or her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to the teaching position by the first work day of the next school year, will be paid according to an annual salary rate such that his/her unemployment compensation, minus 15%, plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:
- A. The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had he or she been employed the entire school year.
 - B. The salary earned through employment in the district shall not be less than his or her salary from same for a similar period during the preceding school year.
- 12.7. Once each year, at the request of either party, the Association and the Board shall meet to discuss, if necessary, negotiate the issue of actual job loss as a result of Ferndale's participation in CASA.

ARTICLE 13

ABSENCE POLICIES

- 13.1. Job Related Injury No deduction shall be made from the pay of any teacher for absence resulting from injury received when on duty incidental to such employment, for which a medical report of injury or disability is issued by a physician, 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 workers' 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 issued after an additional examination to establish evidence of continued fitness to work. Further, that in case such injury extends beyond the seven day period, the Board will supplement the compensation award or other payment of an employee up to an amount equaling seventy (70) percent of the employee's regular gross pay during such period.

The above referenced initial medical report of injury or disability is to be issued by a physician in the Board's official medical facility at no cost to the employee. However, the employee who has: 1) notified the Ferndale Business Office and, 2) has obtained the initial medical exam and report from a Board approved medical facility may, after ten days from injury, go to their own physician for care. The Board will not be liable for payments to employees or their doctors, clinics, or hospitals when the above conditions are not met except when serious emergency care is required.

- 13.2. During each year the teacher will earn sick leave at the rate of 1.3 days per month to a maximum of thirteen (13) days per year. At the beginning of every school year, each teacher shall be credited, in advance, the number of days of sick leave for that year plus all previously accrued sick leave, such days to be known as the current allowance. Paid absence will be allowed, up to and including the number of earned days in an employee's current allowance, for personal sickness. Any unused portion of the current allowance will be accumulated and credited to the employee's future sick leave. A teacher employed under extra-contractual agreements during summer months will be allowed to use accumulated sick leave. If unearned sick days have been paid to the employee and the employee is leaving active employment within the district, the overpayment will be deducted from the employee's final check. Sick leave days as provided herein may be used for disability due to pregnancy as further provided in Article XIV, Section 2B.
- 13.3. A returning teacher, absent from school at the beginning of the school year because of illness, physical disability, or pregnancy may draw upon the teacher's current sick leave allowance. The Board may request medical substantiation of the reason for absence prior to the teacher's return to work.
- A new teacher absent from school at the beginning of the school year because of sickness, physical disability, or pregnancy, may draw upon the teacher's current allowance after assuming professional responsibilities. The Board may request that a medical examination be performed. If asked to go to the Board's medical facility, the new teacher will not be liable for the expense of the exam. The exam shall be completed prior to the assumption of duties.
- 13.4. When an employee is absent the day before and/or the day after a holiday without proper authorization the employee shall not receive salary for the days absent unless the absence is due to personal sickness or death in the family. In case of personal sickness he shall receive pay for the day absent providing he submits proof of his illness, for example, a statement by his physician and provided, further, that he is eligible for any compensation during the pay period in which such holiday occurs.
- 13.5. When an employee has been absent four (4) consecutive work days because of illness or when a pattern of absences develops which suggests abuse of the absence policy, the Board may request substantiation of said illness.
- 13.6. Personal Business Days Personal business days to a maximum of three (3) to come from the teacher's personal sick days will be granted to teachers for emergency or exceptional reasons and to attend to urgent and essential personal affairs that cannot be performed outside of the regular school day, provided they fall within the guidelines for personal business as established by the Professional Relations Committee. Except in emergency cases, written application for personal business days must be made in advance and records maintained of days used. The Administration has discretionary authority for ensuring all days fall within the framework of the aforementioned guidelines. Abuses of the intent of the above personal business day policy will result in the loss of pay for those days and a reprimand will be placed in the personnel file of the employee.

- 13.7. Personal Business Day Policy These days should be taken only when it is impossible to conduct pressing personal business outside of the regular school day. This is important. The F.E.A. is not in sympathy with individuals who abuse this policy by taking them as "Mental Health Days" or for trivial reasons. Indeed, we feel this is a breach of the Code of Ethics of the profession. Each teacher is allotted three (3) days which can be used in emergencies or for pressing business. The Director of Personnel, through the building administrator, can refuse to grant the teacher these days if they do not fall within the guidelines or if they are taken before or right after a vacation and/or holiday period. Teachers may be granted additional emergency personal business time provided reasons for such personal business falls within the guidelines.

This additional time will be deducted from the teacher's personal sick bank. Teachers applying for personal business days shall state the reason on the proper form.

Guidelines - Personal Business Days Personal business days will be granted for the following reasons:

- Serious illness in the immediate family (or close relative)
- Death in the immediate family
- Religious holidays
- Moving of residence
- House closing
- Graduation in the immediate family
- Court appearances
- Legal matters of a pressing nature
- Graduate class exams scheduled by the university during working hours
- Household emergencies created by an act of God or accident
- Doctor appointment
- Dentist appointment
- Stated emergency and/or extenuating circumstances such as funerals which cannot be handled outside the hours of the normal work day.

- 13.8. A teacher required to serve as a juror in any proper court of jurisdiction will continue to be paid his regular salary during such term of jury service. To qualify for salary payment the teacher must endorse and deliver all checks of payment for jury duty over to the school district, except those monies paid to the teacher for expenses such as mileage, phone calls, or meals.

ARTICLE 14

LEAVES OF ABSENCE POLICIES

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

- 14.1. 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 type of leave of absence is dependent upon a satisfactory record of at least two years continuous employment by the School District of the City of Ferndale. Except for military leave, health leave, or maternity leave, no leave shall conflict with the employee's contractual obligations with the school district.
- C. A second leave, or an extension of any type of leave, may be granted only with the recommendation of the superintendent.
- D. While on leave an employee shall maintain full continuing tenure status, seniority, or its equivalent; shall maintain all employment rights held before leave was taken, excluding Board paid insurance benefits; and shall return to the point on the salary schedule at which he/she left at the start of the leave; provided, however, that an employee returning from study leave and Peace Corps leave shall be granted increment credit as if he/she had been in school district employment during the period of such leave.
- E. Notice of intention to return or resign from a leave of absence must be made in writing and sent to the Superintendent by March 1 of the leave year; failure to provide such notice shall be the equivalent of resignation.
- F. Teachers returning from leaves of absence will be placed in available positions for which they are certified and qualified to teach in accordance with their seniority within the bargaining unit.

14.2. Leaves of Absence - Types and Specific Conditions

- A. Health Leave, upon recommendation of a physician, shall be granted for a period up to one (1) year. When the employee's health permits return to active employment, the employee shall so request the Board in writing and submit a statement from the attending physician certifying the teacher's fitness to return to full active employment. If the employee's seniority is greater than that of other employees laid off during a reduction in staff, the Board shall place the teacher returning from a Health Leave in the first opening for which the teacher is properly certified and qualified, and in no instance later than the beginning of the following school year. The Board, however, retains the right to request that the employee obtain a second medical opinion from a doctor of the Board's choosing and at the Board's expense. Additionally, when leave is granted, the Board may require a monthly medical report to be filed with the Personnel Office stating the teacher's condition.

- 14.2. B. When a pregnant teacher establishes, by a medical report, that she is verifiably incapacitated and unable as a result of the incapacitation from continuing her normal job duties and assignments, she shall be granted sick leave as provided in Article 23, Section 2, and Article 15, through the post natal examination for as long as she is physically disabled from returning to work, or until such sick leave days are exhausted, whichever is earlier. This clause, 2B, does not relate to the needs of the object child.
- C. Maternity Leave The right of a pregnant employee as defined in the Civil Rights Act of 1964, as amended, and all benefits to and obligations of a pregnant employee as required by law, shall be applicable.
1. The pregnant employee shall be permitted a maternity leave of absence for the duration of the pregnancy.
 2. A maternity leave of absence must be requested, in writing, by the employee no later than the seventh (7th) month of pregnancy and must be substantiated by a physician's statement.
 3. A teacher shall be permitted to continue working as long as she desires, providing, of course, that she performs all the regular and normal duties and functions of the job.
 4. A pregnant teacher who elects to continue working shall provide the Board with a physician's written statement setting forth that she is physically able to continue working as provided in paragraph 3 above.
 5. A teacher returning from a maternity leave shall notify the Board in writing of her intention to return to work at least thirty (30) days prior to the expected return date and shall provide a statement from the attending physician, certifying to the teacher's fitness to return to active employment and to assume the regular, normal duties and functions of the job.
- D. Adoptive Leave, if requested by the foster parent within thirty (30) days after the child is assigned, will be granted for a period not to exceed one (1) year.
- E. Child Care Leave A leave of absence, not to exceed one (1) year, without pay or increment, may be granted to a teacher for the purpose of child care. The granting of such leave shall be at the discretion of the Superintendent.

If a Child Care Leave is requested at the time of or during a pregnancy disability, it will be granted for a period not to exceed one (1) year. All requests for a Child Care Leave shall be in writing and must specify the reasons for said leave.

- 14.2. F. Study or Travel Leave may be granted for a maximum of one (1) year upon the recommendation of the Superintendent.
- G. Peace Corps and/or Vista Leave will be granted for a period not to exceed the original assignment.
- H. Political Leave will be granted for a period not to exceed the term of office.
- I. Association Business Leave will be granted to teachers who are officers of the Association or are appointed to the staff of the Association for the purpose of performing full-time duties for the Association.
- J. Overseas Teaching with the Armed Forces Leave will be granted to any teacher for the period of the assignment not to exceed two (2) school years.
- K. Extenuating Reasons Leave A leave of absence for extenuating reasons may be granted at the discretion of the Superintendent.
- L. Association Approved Leaves The district agrees to grant one (1) year leaves of absence upon request for a maximum of four (4) teachers. The association shall bring to the Board the names of teachers recommended for such leave. The Board shall grant the leave request unless one of the following conditions exist:
1. The teacher has less than four (4) years of seniority.
 2. The request is not made by April 1 of the school year.
 3. Dismissal procedures are pending against the teacher. First evidence of such procedures shall be the administration's recommendation to the superintendent for nonrenewal of contract.
 4. Any reason which the Board and Association mutually agree is justified.
 5. The teacher will be employed in another school district, public or private, during the leave.
- M. Effective with the 1985-86 school calendar, any teacher who qualifies for Long Term Disability (LTD) under the Long Term Disability provisions of this Agreement shall be considered to be on a leave of absence. During said leave the employee on LTD may accrue seniority to a maximum of three (3) years. The employee shall retain re-entry rights as described in the first paragraph of the health leave provision (Article 14, Section 2A). It is further understood that in order to qualify for

other benefits provided in this Agreement such as the Employee Bonus Plan (Article 27), the returning teacher who satisfies the requirements to return to active service outlined in Section 2A of Article 14 above must be reemployed on an active full-time basis for a minimum of two years.

All of the above mentioned leaves of absence except Political Leave, Association Business Leave, Peace Corps and/or Vista Leaves or Overseas Teaching with the Armed Forces, which are for the term of the office, may be for a period not to exceed one (1) year.

A teacher on a Maternity/Child Care Leave may request an additional one school year extension when extenuating circumstances justify such leave. Approval of said extension is subject to the Superintendent's recommendation and Board approval.

Teachers returning from any leave should refer to Article 14, Section 1E and 1F.

N. Military Leave Any employee covered by the terms of this Agreement who terminated employment in the school district to perform active service in the Armed Forces of the United States is entitled to re-employment rights in the position vacated, or one of like status and pay scale provided:

- a. The position vacated is other than temporary.
- b. Is discharged from the Armed Services with not other than honorable conditions.
- c. Applies for reemployment within ninety (90) days after discharge or from hospitalization continuing after discharge.
- d. Is still qualified to perform the duties of the position.
- e. Is at the end of the teacher's military obligation, if drafted, or at the end of the first voluntary enlistment. If the teacher reenlists under either of the above mentioned conditions, this section does not apply.

In the event of reemployment, the following provisions shall apply:

- f. Accrual of seniority shall be granted.
- g. Increments shall be added as if the employee had been in the school district employ during the time of such active service in the forces; but
- h. In the case of a certified employee, his status under the Michigan Teachers' Tenure Act Plan shall be the same as when employment was terminated at the time military leave was granted. Furthermore, all provisions of this policy shall be in accordance with state and federal laws governing military leaves of absence.

14.3. Health & Life Insurance During Leave of Absence

Teachers shall be granted the opportunity to continue their hospitalization-medical insurance and other current insurances to the extent the insurance companies will allow, while on authorized leaves of absence, for a period of twelve (12) months provided they make arrangements to pay the required premiums to the school district in advance of the due dates for group premium payment. If the employee is removed from the insurance group for failure to remit payments as required and agreed to, the Board shall not be held responsible nor liable for expenses incurred by such employee because of the termination of the employee's insurance coverage. If the employee allows the insurance to lapse, the employee may not re-enroll until such time as reinstated from the authorized leave of absence.

ARTICLE 15

MASTER SICK BANK PLAN

15.1. Master Sick Bank Plan

The procedure for the establishment and administration of the Master Sick Bank shall be in accordance with the following provisions and shall be for the use and benefit of all eligible teachers who apply and their applications are subsequently approved for sick day benefits.

15.2. Funding of Sick Bank

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

- A. Teachers newly employed by the school district shall have two (2) sick days of their advanced ten (10) days of current allowance transferred to the Master Sick Bank at the beginning of the school year. Teachers employed subsequent to February 1 of the school year shall have only one (1) day of their current allowance transferred to the Master Sick Bank. The additional day of the two (2) day requirement will be transferred from their current allowance at the beginning of the new school year in September.
- B. The maximum number of sick days in the Master Sick Bank shall be twice the number of teachers in the bargaining unit.
- C. The above two (2) sick days transferred to the Master Sick Bank from the current allowance of a teacher, or any other sick days so transferred, shall not be deducted from the days remaining in the Master Sick Bank at the time a teacher terminates his employment with the school district.
- D. If the number of days in the Master Sick Bank falls below 30% of the maximum funding of days prior to the end of any school year, the Association will notify the Board to make a transfer of one (1) more day from each teacher's current allowance to the Master Sick Bank.

- E. In the event the above one (1) sick day transferred from the current allowances of the teachers is insufficient to maintain the 30 percent of maximum funding, the Board of Education shall deposit the number of days required to maintain the level.
- F. The Board of Education shall deposit into the Master Sick Bank fifteen percent (15%) of the days remaining in the current allowance for sick days of teachers retiring from teaching under the Michigan Public School Employees' Retirement Program.

15.3. Eligibility - Master Sick Bank

Any teacher shall be eligible to make application to the Sick Bank Committee for sick days of benefit after he has been incapacitated for fifteen (15) consecutive working days and has used all of his own current allowance. If a teacher is incapacitated for at least fifteen (15) working days in any one (1) year and there is a further incapacitation which appears to be a recurrence of the same illness or accident and the same doctor who handled the case originally verifies by written statement that such incapacitation is a recurrence, then the fifteen (15) day eligibility requirement could be waived in this instance at the discretion of the Sick Bank Committee.

15.4. Application

Each application for sick days of benefit from the Master Sick Bank must be submitted on the Sick Bank application form to the Sick Bank Committee, and such application will be approved or rejected on the basis of the individual teacher's circumstances. All applications must be accompanied by supporting doctor's statements.

15.5. Sick Bank Committee

The Sick Bank Committee shall be composed of five (5) teachers to be selected in any manner determined by the Association who shall hold membership on the committee for such terms as the association may determine. Any application approval by the committee shall be by a majority vote of the entire committee.

15.6. Administration

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

- A. No teacher shall be allowed more than ninety (90) days from the Sick Bank.
- B. The form authorizing an award of sick days from the Master Sick Bank to a teacher which is sent to the Board for payment must be accompanied by supporting doctor statements used by the committee in making their decision (for Board review) and signed by three (3) members of the Sick Bank Committee and one of the following:
 - a. President of Ferndale Education Association
 - b. Executive Secretary of Ferndale Education Association

- C. The administration records of the Master Sick Bank shall be audited at the end of each school year by a committee composed of three (3) members, with one member each to be appointed by the Board, by the Association and by the Sick Bank Committee.
- D. This plan and its application to the current allowance of teacher sick days shall be retroactive to September 6, 1966.

15.7. Board Retention of Sick Days

All sick leave days accumulated by any teacher in his current allowance or those days transferred to the Master Sick Bank from his current allowance shall be subject only to the contingent liability of actual sick claim use by the teacher or the Master Sick Bank. All sick leave days which are not used by the teacher or the Master Sick Bank during the period of his employment shall not be subject to any other type or kind of claim in any form whatsoever by the teacher or the Association when his employment has terminated.

15.8. Board Indemnification

The Association will indemnify and hold harmless the Board and assume and discharge the full and complete liability of the Board arising out of or in connection with the administration of the Master Sick Bank, by their duly designated Sick Bank Committee as well as any and all claims for payment of compensation involving litigation or proceedings brought against the Board, by any teacher or group of teachers who had sick days transferred from their current allowance, or were the recipient of or were denied an award of sick days from the Master Sick Bank.

15.9. No Increase in Board Liability

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

15.10. 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 16

HEALTH EXAMINATIONS

- 16.1. For the protection of children it is the policy of this Board of Education to require health examinations of employees as provided below:
- A. A pre-employment health examination, as determined by the Board, shall be given all persons offered employment by an agent or agency designated by the Board. The candidate must be approved for employment by the medical agent or agency of the Board before the teacher's hire is legally binding on the Board.
 - B. Require every employee to have a tuberculin skin test and/or a chest x-ray as required by the Oakland County Health Department and filed with the school district prior to the start of school, if applicable.
 - a. Negative tuberculin test reports will be accepted in lieu of x-ray reports.
 - b. If the initial tuberculin test results in a positive reaction, it should not be repeated and a chest x-ray must be obtained.
 - c. Any female employee in the first three (3) or four (4) months of pregnancy is advised to have her doctor's approval before having a chest x-ray.
 - d. Other exceptions may be considered upon the written recommendation of the employee's private physician.
- 16.2. All costs of the above examinations shall be paid by the Board through the Board of Education agent; if a teacher elects to follow the procedure under (Bc) above, through the teacher's private physician, the teacher will be responsible for paying the costs.
- 16.3. All employees absent for two (2) weeks or more because of sickness or injury, or when showing definite signs of impaired physical or emotional health, shall at the request of the Board, obtain a physician's certificate to establish evidence of fitness to return to work or continue working. Said exam shall be performed by a physician of the teacher's choosing and at Board expense. If, however, there is a disagreement with the physician's statement, the Board may request that the teacher obtain a second physician's certificate from a medical facility of the Board's choice and expense.
- 16.4. All reports from the above shall be filed in the Board of Education Office, and shall become a part of the employee's confidential personnel record.

ARTICLE 17

TENURE

- 17.1. All provisions of this personnel policy are to be in compliance with the MICHIGAN TEACHERS' TENURE ACT, so-called, i.e., Act Number 4 of the Public Acts of the Extra Session of 1937, as amended, through the life of this Agreement, said Act having been adopted in this school district by referendum vote on June 8, 1943.
- 17.2. A teacher may receive probationary contracts and the scheduled increments for the teacher's first two (2) years of employment. The teacher shall be rated on the official rating form each semester by the principal of the building in which the teacher is employed. Such rating shall be accomplished prior to seventy-five (75) days prior to the end of the second semester (approximately April 1). Such rating shall be discussed with and presented to the teacher prior to presenting to the Board of Education*.
- 17.3. Any teacher deemed satisfactory as indicated by the reports presented to the Board of Education* shall, after two (2) years of cumulative service in this school district, be placed on continuing tenure. It is further provided that the Board of Education may grant a third year of probation for any probationary teacher upon notice to the State Tenure Commission. (See Article II, Section 2 of the MICHIGAN TEACHERS' TENURE ACT).
- 17.4. At least sixty (60) days before the close of each school year, the Board shall provide the probationary teacher with a definite written statement as to whether or not the teacher's work has been satisfactory: provided that failure to submit a written statement shall be conclusive evidence that the teacher's work is satisfactory, and: provided, further, that any probationary teacher or teacher not on continuous tenure shall be employed for the ensuing year unless notified at least sixty (60) days before the close of the school year that the teacher's services will be discontinued. A probationary teacher not recommended for employment for the following school year will be given a performance evaluation not later than twenty (20) calendar days prior to final action by the Board. If termination of any teacher(s) is necessitated by reason of school finances or reduced enrollment, the teacher(s) shall be notified at least sixty (60) days before the close of the school year.
- 17.5. A teacher on a continuing tenure contract whose work is not satisfactory shall be dismissed in accordance with the provisions of Article IV of the MICHIGAN TEACHERS' TENURE ACT.

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

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

ARTICLE 18

EVALUATION

18.1. Evaluation Instrument Committee

The Board and the F.E.A. will continue the committee comprised of three administrators selected by the Board and three teachers, selected by the F.E.A. for the purpose of designing an evaluation instrument. Said instrument shall first go to the superintendent for his approval and then to the Board of Education for final adoption.

Any future changes in the instrument will come out of said committee, be sent to the superintendent for approval and then to the Board of Education for final adoption.

- 18.2. (a) The work of all teachers shall be evaluated in writing by the Board by December 1 and April 1 of the probationary years and by March 1 each third year thereafter.
- (b) More frequent evaluations may be required by the Board, if considered necessary.
- (c) The evaluation shall be completed at a conference with the teacher and shall be based in part upon objective evidence of the principal's observations of classroom and other activities.
- (d) The evaluation conference shall result in a summary statement signed by both the teacher and principal. This statement shall be completed in triplicate, with one copy for the teacher, one for the principal's office and one for the Superintendent of School's office.
- (e) The teacher shall sign the summary statement and may prepare his own statement for forwarding to the principal and superintendent. The signature of said teacher only indicates that the teacher has received a copy of the summary statement.
- 18.3. Monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Closed circuit television, public address or audio systems, and similar surveillance devices shall be used only with the full knowledge and consent of the teacher and shall not be used in the evaluation of a teacher.

ARTICLE 19

PROTECTION OF TEACHERS

- 19.1. It is agreed that the teacher's authority and effectiveness requires administrative backing and support. The administration recognizes its responsibility and will give all reasonable support and assistance to the teacher with respect to the teacher's work obligations.
- 19.2. The Board will reimburse teachers for damage or destruction of clothing or personal property of the teacher while on duty in the school up to an amount of \$250.00, if it is determined to be the result of the action of students, parents, or outsiders, or physical conditions in the building. This provision does not include theft of personal property unless the teacher was requested by an administrator to bring said personal property to the school building. Neither does it include damage or destruction which results from teacher negligence. It is understood that the employee will first seek reimbursement through his/her personal insurance policy. The Board's liability will be the amount of the policy deductible up to a maximum of \$250.00. Total annual liability under this Agreement shall not exceed \$5,000.00.

A joint committee, comprised of two administrators selected by the Board and two (2) teachers selected by the F.E.A., shall rule on the validity of all claims. In the event the committee cannot reach a majority decision, the superintendent shall review the claim and submit his vote which shall be counted in reaching a simple majority decision. The decision reached by this process shall be binding on both parties and cannot be grieved under the provisions of this Agreement.

19.3. Teacher Liability Protection

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

- 19.4. Any case of physical assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to the teacher if it is determined that the teacher was acting in accordance with and within the scope of teacher's duties and authority and Board policy. The Board will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. Time lost by a teacher in connection with legal matters or injury resulting from any incident mentioned in this section shall not be charged against the teacher.

ARTICLE 20

PROFESSIONAL RELATIONS COMMITTEE

- 20.1. The Board and the F.E.A. will establish a Professional Relations Committee not to exceed eight (8) members (four [4] from the Association and four [4] from the administration). The Committee will meet within

ten (10) days of a request by either of the parties or by mutual agreement of the co-chairpersons. The purpose of this committee is to discuss and study matters of mutual interest concerning the Ferndale Schools which fall within the provisions of this contract and the personnel policies.

20.2. The purpose of these meetings shall be to provide a means whereby:

A. the items of concern to the F.E.A. may be brought to the attention of the Board representatives for consideration;

B. items of concern to the Board representatives may be brought to the attention of the F.E.A. for consideration;

C. information may be exchanged; and

D. a high level of mutual understanding may be maintained.

20.3. The operating procedures and meeting times for discussion of the committee shall be determined by the committee and reflected in the minutes of the initial meeting. The committee shall be co-chaired by a member of the Association and a member of the administration.

ARTICLE 21

INSERVICE TRAINING

21.1. In the event the Board determines that curriculum changes require inservice training, the Board will provide for such training and assume all expenses for inservice training for which participation is required including extra-contractual pay at the rate of seven dollars and twenty-five cents (\$7.25) per hour, when such pay is required.

Staff members who cannot attend required inservice training due to employment, college classes, university classes or other significant personal commitments will be excused by administration.

ARTICLE 22

GENERAL

22.1. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call as soon as they find that they are unavailable for work, in no case later than 7:00 a.m.

22.2. 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 teacher contracts which are contrary to or conflict with the expressed provisions of this Agreement.

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

- 22.4. 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.
- 22.5. This Agreement is subject in all respects to the Constitution and laws of the United States and the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the F.E.A. and employees in the bargaining unit, and in the event that any provision of this Agreement shall, at any time, be in conflict with state and/or federal administrative decrees and/or judgments or decrees of a court of competent jurisdiction, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect. However, prior to the effective date of compliance to such decrees or judgments (as noted above) related to working conditions of teachers, the Board shall give the F.E.A. reasonable notice in order to afford the F.E.A. 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.
- 22.6. While it shall continue to be the policy to employ on the instructional staff persons with a bachelor's degree, every reasonable effort will be made to obtain teachers holding either a provisional, permanent or life certificate. It is expected that career teachers will obtain a master's degree. Only those persons holding a master's degree will be employed on the counseling staff.

The School District of the City of Ferndale and the F.E.A. are in agreement that a reasonable attempt should be made to acquire persons with at least a baccalaureate degree, at least a provisional teaching certificate and who are vocationally certifiable for subject(s) taught in the Vocational Department at the Ferndale High School. However, it is not the intent of the parties to deny meaningful education and courses of study to students when such teaching candidates are not available.

When consideration is being given candidates for filling a position in the Vocational Education Department, the first hired shall be a candidate holding the proper vocational certificate or who is vocationally certifiable in the specialized vocational area and has both a baccalaureate degree and a teaching certificate when such a candidate is available. When such candidates, as noted above, are not available the district shall hire a candidate meeting requirements of the State Department of Vocational Education for the proper vocational certification whether or not a holder of a baccalaureate degree.

Minimum qualifications for a candidate not holding a baccalaureate degree and/or a regular teacher certificate shall be as follows:

- (a) Must hold a license, registration or journeyman's card in the craft or field of work in which he or she shall teach, if such is available to persons in such craft or field of work.
- (b) Must have a minimum of three years on-the-job experience in the craft or field of work.

- (c) Must agree to begin study toward permanent vocational certification and to complete such requirement within three (3) years.
- 22.7. Teachers shall be allowed to leave their buildings during their planning period on school business, provided they have notified the proper authority. The F.E.A. president, vice-president and secretary may leave the building for F.E.A. business during their preparation periods; however, the F.E.A. agrees this shall not be abused.
- 22.8. Retirement of all teachers shall be mandatory at the age of seventy (70) years, effective on June 30th of the fiscal year during which they reach their seventieth (70th) birthday.
- 22.9. No permanent time changes shall be made in the length of the teaching day without prior negotiations and agreement with the F.E.A.
- 22.10. Shop and/or Laboratory Coats
The Board will purchase two (2) shop aprons and/or lab coats for teachers scheduled into shop or laboratory class sections and will provide laundering of these garments.

ARTICLE 23

GRIEVANCE PROCEDURE

23.1. Definitions:

- (a) A "grievance" is a dispute or claim involving the application or interpretation of this Agreement and/or the personnel policies issued from time to time.
- (b) The term "teacher" may include a group of teachers who are similarly affected by a grievance.
- (c) The term "days" when used in this section shall, except as otherwise indicated, mean Monday through Friday, inclusive. However, legal holidays and recesses, except the summer recess, shall not be considered as days under this section.

23.2. 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. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

23.3. Structure:

- (a) There shall be one school representative for each elementary building, two for the junior high schools and three for the senior high school, to be selected in a manner determined by the F.E.A.; in case of absences an alternate may be appointed.

- (b) The Board hereby designates as its representative the principal in each building.
- (c) The Board of Education hereby designates as its representative the superintendent, or his designee, when the particular grievance arises in more than one school building.

23.4. Procedure:

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

(a) Level One:

The teacher with a grievance shall first discuss the matter with the immediate supervisor, either individually or with an F.E.A. representative, with the objective of resolving the matter informally. The immediate supervisor shall make the decision known to the teacher within five (5) days. Any grievance not filed within ten (10) days of its occurrence shall be automatically closed.

(b) Level Two:

In the event the grievance is not satisfactorily resolved at Level One, the grievance shall be reduced to writing, signed by the grievant and submitted within ten (10) days to the Director of Personnel; a grievance similarly affecting a group of teachers and/or more than one school building and signed by a representative for the F.E.A. and/or a grievance which arises out of Board of Education action and signed by the grievant, or an F.E.A. representative may be directly instituted at this level. The Director of Personnel and an F.E.A. representative shall, within ten (10) days following receipt of the grievance, arrange for and hold a grievance hearing. The Director of Personnel shall give a written disposition within five (5) days of the conclusion of the hearing.

- (c) If the grievance is not satisfactorily resolved at Level Two, only the F.E.A. may request, within fifteen (15) days, that the matter be submitted to impartial arbitration. If the grievance is to be submitted to impartial arbitration, a request shall be sent to the American Arbitration Association requesting their services. The selection of an arbitrator and the conducting of the hearing will be in accordance with their procedures. The decision of the impartial arbitrator shall be final and binding on all parties. The impartial arbitrator shall have no power to add to, subtract from, disregard, alter, change or modify any of the terms of this Agreement. The expenses and fee, if any, of the impartial arbitrator shall be shared equally by both parties.

23.5. Rights to Representation:

A teacher may be represented at all meetings and hearings at all levels of the grievance procedure, excluding arbitration, personally, by another teacher or by another person; provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the F.E.A. Provided, further, when a teacher is not represented by the F.E.A., the F.E.A. shall have the right to be present and to state its view at all stages of the grievance processing. All essential witnesses may be required to attend grievance meetings.

23.6. Time Limits:

The time limits set forth above shall be strictly observed. Any grievance not processed to the next level within the time limits shall be considered automatically closed. If the Board fails to render the disposition within the time limits, the F.E.A. may automatically process it to the next step in the procedure.

The foregoing time limits may be extended by written agreement between the F.E.A. and the Director of Personnel.

23.7. Miscellaneous:

- (a) The Director of Personnel and the F.E.A. may request that a grievance or potential grievance be discussed at a Professional Relations Committee meeting(s) in an attempt to resolve the matter. It is expressly understood that if a grievance, or potential grievance, is discussed by the Professional Relations Committee the time limits for filing, responding and appealing shall not run while the issue is before the Professional Relations Committee.
- (b) All meetings involving grievances will be held during either unassigned time during the school day or after school hours. Meetings may be held, if necessary, during the school day by mutual agreement.
- (c) During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
- (d) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- (e) Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate operation of the procedures set forth herein.

ARTICLE 24

EXTRA-CONTRACTUAL TEACHER OPENINGS

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

ARTICLE 25

PREPARATION TIME

- 25.1. The Board and the Association agree that the most efficient use of the school day to improve the total education program for all children will best be served when the parties work together to achieve this goal.
- 25.2. It is the principal's responsibility to insure that all teachers, special and regular, are knowledgeable about each other's program.
- 25.3. The regular teacher and the special teacher are mutually responsible for the special curriculum areas of art, music, physical education and library as each affects the children in the schools. This implies that both teachers (regular and special) assume the responsibility for being knowledgeable about each other's program. This should insure that there is the appropriate correlation between the regular and special teacher's program and that the regular teacher will be competent to satisfactorily teach art, music, physical education and library to his class.
- 25.4. In order to implement the above concept, each regular teacher will be personally responsible for using his weekly preparation time when his children are being taught by a special teacher, except for a reasonable amount of time for educational activity. The principal and teacher will plan together the use of this activity time for educational programs that will directly benefit teacher effectiveness and all the children in the school. Some of these educational activities might include:

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

25.5. It is the objective that teachers working with their principal will see many more uses of this time to do a more effective job of teaching children in our schools. Each regular classroom teacher, first through sixth grade, is assured that he/she will have a minimum of one hundred fifty (150) minutes weekly preparation time in blocks of not less than twenty (20) minutes per day. On three (3) of the five (5) days, planning time shall be provided in blocks of not less than thirty (30) minutes.

For the 1989-90 school year, kindergarten planning time shall remain as stated in the 1986-89 bargaining agreement. (A minimum of 120 minutes weekly in blocks of 30 minutes per day, for 4 days out of each week.)

Effective with the 1990-91 school year, kindergarten teachers shall be provided with one hundred fifty (150) minutes of planning time in blocks of not less than twenty (20) minutes.

Exceptions would be:

- A. Snow days
- B. Activities listed in Schedule B
- C. School activities which necessitate the regular teacher's attendance because of program continuity or whose attendance may be required by the unique circumstances of a particular event
- D. End of year activities for circuit teachers
- E. Unavailability of substitutes

Should a regular classroom teacher miss three (3) preparation periods through the unavailability of substitutes for circuit staff, the district will hire a substitute teacher to make up all the lost planning periods as outlined above.

25.6. Circuit teachers (art, music, physical education, foreign language, library, etc.) shall have One hundred fifty (150) minutes of planning time per week with a minimum of one (1) twenty (20) minute block of planning time each day.

ARTICLE 26

EMPLOYEE BONUS PLAN

(See controlling and governing Addendum below)

The Board of Education agrees to offer to each eligible member an Employee Bonus Plan (EBP) 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 salary 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 teacher.

A teacher who receives unemployment benefits shall not be eligible for the Employee Bonus Plan.

PAYMENT FOR THE EMPLOYEE BONUS PLAN

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

The first yearly payment shall include an additional payment of \$25.00 for each unused sick day remaining in the teacher's personal accumulated sick leave allowance (excludes Master Sick Bank) up to a maximum of one hundred (100) days (maximum amount \$2,500).

The payment time under the EBP shall not exceed eight (8) years.

In order to be eligible for benefits under this plan, the teacher must complete the full school year of teaching, if so requested by the Board of Education. Furthermore, the teacher 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 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 the January 15th immediately following this effective date (July 1), or within 30 days following July 1.

Should the payment of funds under this provision be declared illegal, the Board's obligation to any present employee or retired employee shall cease, however the parties to this Agreement shall renegotiate the provisions of the Plan to make it legal and operative for current employees and retired employees who elected or will elect to participate.

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.

May 1st of the school year of retirement shall serve as the notification date for entrance into this program unless an extension is acceptable to the Board. June 30 of the year of retirement shall serve as the effective last day of employment unless an extension is acceptable to the Board.

No Increase in Board Liability. Nothing contained in this Article shall alter or extend, or in any manner increase, the liability of the Board to any teacher, retiree, or spouse and/or dependents of a retiree in respect to benefits presently existing in any plan or agreement to which the Board is a party.

Hold Harmless. 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 collection and remittance of insurance funds payable to the Board. The Association and Board further agree that if legal action is brought against the Board and/or the Association by any teacher or group of teachers, retiree or group of retirees, their spouses and/or dependents, who were the recipients of or were denied an award of compensation or health benefits pursuant to this article, such legal action or proceedings brought by a claim of discrimination or illegality of any plan, all costs shall be shared by the parties to this Agreement.

Employee Bonus Plan Addendum. The Employee Bonus Plan shall remain in effect during the 1989-90 school year. This program for employees ages 55 through 62 shall terminate on 6-30-90.

During the 1990-91 school year a special provision shall be in effect for employees ages 48 through 55. These teachers (provided they are eligible under MPSERS) shall qualify for the same benefits as previously provided to persons ages 55-62.*

On June 30, 1991, the EBP in its entirety shall cease to be a benefit to which bargaining unit members are entitled.

* See Letter of Understanding B.

ARTICLE 27

RETIREMENT SICK DAY BONUS

Upon retirement* from the Ferndale School District, bargaining unit members shall receive thirty (\$30) dollars per day for accumulated sick leave up to a maximum of one hundred twenty-five (125) days. The maximum payout under this provision is \$3,750.00.

*Retirement - Qualifies for the Michigan Public School Employees Retirement Fund and does not retire under the provisions found in Article 26 (EBP).

ARTICLE 28

SHARED AND PART-TIME TEACHING

The Board of Education and Ferndale Education Association agree that in order to return teachers from layoff, the following understandings have been reached concerning shared teaching assignments:

A. Shared teaching duties occur when two (2) teachers, one (1) of whom is a laid-off teacher, agree to teach on a reduced time schedule basis, thus effectively recalling the laid-off teacher. Teachers recall shall follow the terms of the Master Agreement. Two (2) full-time teachers who agree to share a position that has the effect of recalling a third teacher shall also qualify under this understanding. Lastly, any one (1) teacher who agrees to part-time teaching shall qualify under this plan.

B. Salary will be prorated. By way of illustration:

Ferndale High = 3/5 day = 3/5 pay
Junior High = 1/2 day = 1/2 pay
Elementary = 1/2 day = 1/2 pay

C. The fringe benefit program for teachers enrolled in the shared and part-time teaching program shall be as follows:

1. 1986-87 - the full fringe benefit program as provided for on page 10A of the Master Agreement will be given to all shared and part-time teachers.
2. 1987-88 - fringe benefits shall be prorated* according to the amount of time worked, for those employed in this program who work less than half time.
3. 1988-89 - the fringe benefits for teachers newly hired for employment during the 1988-89 school year shall be prorated* based on their working half time or less.

* Proration shall be equal to the amount of time worked and those teachers who have prorated fringe benefits shall be allowed to use those monies on the fringe benefits of their choice as allowed by the policies of the participating companies.

28. D. Responsibilities of a teacher on a shared time assignment will be outlined in Article 3, Section 7, of the Master Agreement. Section 7F shall be modified as follows: The shared time teacher shall gain knowledge of and shall carry out the tasks discussed and initiated at staff meetings and department meetings.
- E. Sick days and personal business days shall be granted at one-half (1/2) the rate provided for in Article 13.
- F. All personnel involved will be assigned to a block of teaching time unless agreement is reached between the teacher and building administrator.

Written request for shared time duties should be sent to the Director of Personnel on or before May 8 of each school year to be eligible for the next school year.

- G. All such approvals are for one (1) full school year unless the teacher and administration agree to alter this condition.
- H. In cases where a substitute is needed for a part of the work day, the shared time teacher would be the first offered the opportunity to take over the substituting duties if they wish. The payment for those hours would be the same as a substitute would receive for those hours. Teachers shall notify the substitute office if they are interested in substituting.

If an opening occurs, the person electing shared time has the right of increasing the number of hours worked within the meaning and scope of the Master Agreement. Article 12 dealing with the layoff and recall of teachers will be followed to fill any remaining staffing needs in the involved department.

- I. Employees who participate in the shared time program shall retain all rights, benefits, and responsibilities of the Master Agreement unless modified herein.

Shared time teachers will follow the same guidelines concerning parent-teacher conferences as those cited in the Master Agreement: Teacher Rights and Responsibilities, Article 3, Section 7d; Schedule B, Article 1, Section 4A and B.

Those teachers on shared time will also show responsibility for their portion of curriculum half days time. Those who, for reasons outside their control, cannot be in attendance, will consult the Administration to be excused.

Any bargaining unit member who works less than full time and complies with the conditions of Schedule A, Article 4, Section 1, shall receive full reimbursement for tuition and books subject to the provisions of sub-sections A and B. This provision applies to tuition and books only and has no carry-over to payments beyond the Masters Degree where part-time work shall earn part-time pay.

- J. Final approval of requests to enroll in the shared teaching program shall be at the discretion of the administration. The decision of the administration shall not be deemed a judgment of the teacher's ability or performance and shall not be grievable.

ARTICLE 29

DURATION

1. This Agreement represents the entire agreement between the Board of Education and the Ferndale Education Association and supersedes all prior Agreements between them and shall become of full force and effect with the beginning of the 1989-90 school year, and shall continue in full force and effect until 11:59 p.m., August 31, 1992, and shall continue in effect from year to year thereafter unless either party hereto shall give the other party written notice by or before June 1, by regular mail or direct delivery before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to terminate the same or to change or amend any of its provisions.

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

FERNDALE EDUCATION ASSOCIATION

BOARD OF EDUCATION
SCHOOL DISTRICT OF THE CITY OF FERNDALE

For the FEA:

For the Board:

Michael S. Miller
President, FEA

William G. Coyne
Superintendent of Schools

Aun W. Stevenson
Negotiations Committee Member

Raymond H. Wolf
Chairperson of Negotiations

Jerry A. Mankinney
Negotiations Committee Member

[Signature]
President of the Board

Sidney J. Heikstein
Negotiations Committee Member

Richard P. Elling
Secretary

John P. Dixon
Negotiations Committee Member

Dated: February 26, 1990

SCHEDULE A

ARTICLE A-1

A-1.A. Salary Schedule

1989-90

<u>STEP</u>		<u>BA</u>	<u>MA</u>
1	(0)	\$23,011	\$25,591
2	(.5)	23,508	26,198
3	(1)	23,998	26,799
4	(1.5)	24,493	27,431
5	(2)	24,989	28,062
6	(2.5)	25,538	28,833
7	(3)	26,089	29,603
8	(3.5)	26,635	30,371
9	(4)	27,184	31,138
10	(4.5)	27,785	31,910
11	(5)	28,393	32,681
12	(5.5)	28,996	33,446
13	(6)	29,603	34,214
14	(6.5)	30,342	35,202
15	(7)	31,085	36,192
16	(7.5)	31,961	37,179
17	(8)	32,842	38,168
18	(8.5)	34,050	39,322
19	(9)	35,260	40,474
20	(9.5)	37,566	42,781
21	(10)	39,870	45,090

1990-91

<u>STEP</u>		<u>BA</u>	<u>MA</u>
1	(0)	\$24,484	\$27,229
2	(.5)	25,013	27,875
3	(1)	25,534	28,514
4	(1.5)	26,061	29,187
5	(2)	26,588	29,858
6	(2.5)	27,172	30,678
7	(3)	27,759	31,498
8	(3.5)	28,340	32,315
9	(4)	28,924	33,131
10	(4.5)	29,563	33,952
11	(5)	30,210	34,773
12	(5.5)	30,852	35,587
13	(6)	31,498	36,404
14	(6.5)	32,284	37,455
15	(7)	33,074	38,508
16	(7.5)	34,007	39,558
17	(8)	34,944	40,611
18	(8.5)	36,229	41,839
19	(9)	37,517	43,064
20	(9.5)	39,970	45,519
21	(10)	42,422	47,976

1991-92

<u>STEP</u>	<u>BA</u>	<u>MA</u>
1 (0)	\$26,075	\$28,999
2 (.5)	26,639	29,687
3 (1)	27,194	30,367
4 (1.5)	27,755	31,084
5 (2)	28,316	31,799
6 (2.5)	28,938	32,672
7 (3)	29,563	33,545
8 (3.5)	30,182	34,415
9 (4)	30,804	35,285
10 (4.5)	31,485	36,159
11 (5)	32,174	37,033
12 (5.5)	32,857	37,900
13 (6)	33,545	38,770
14 (6.5)	34,382	39,890
15 (7)	35,224	41,011
16 (7.5)	36,217	42,129
17 (8)	37,215	43,251
18 (8.5)	38,584	44,559
19 (9)	39,956	45,863
20 (9.5)	42,568	48,478
21 (10)	45,179	51,094

Non-degree bargaining unit members shall earn ninety (90) percent of the appropriate B.A. degree amount listed above.

B. For the duration of the Agreement the Board of Education agrees to pay into the Michigan Public School Employees' Retirement System, five (5) percent of all compensation received by teachers.

C. LONGEVITY PAY

1. For the duration of this Agreement the Board of Education agrees to pay to eligible teachers the appropriate dollar amount listed below. This pay is in addition to the maximum step of the B.A. or M.A. salary schedule on which the teacher is paid, for continuous years of service in the district, as follows:

	<u>B.A.</u>	<u>M.A.</u>
Sixteen (16) through twenty (20) years	\$1,361	\$1,519
Twenty-one (21) through twenty-five (25) years	2,571	2,888
Twenty-six (26) years or more	3,782	4,257

2. Payment shall be divided equally among the total number of paychecks received by the teacher for the appropriate longevity year.

3. Entry onto step 1, 2, or 3 shall begin on the teacher's anniversary date of hire and payment shall be prorated if the anniversary date of hire is other than the first day of the school year.

ARTICLE A-2

COUNSELORS AND SCHOOL PSYCHOLOGISTS, SCHOOL SOCIAL WORKERS, SPECIAL EDUCATION, DEPARTMENT CHAIRPERSONS, DEPARTMENT COORDINATORS, DISTRICT CURRICULUM COORDINATORS, AND PROGRAM COORDINATORS

A-2.1. Special Increment

Counselors, School Psychologists, and Department Chairpersons, except for Junior High Department Coordinators, shall receive an additional 5% of their salary step in recognition for the following special functions or duties. All percentages for 1989-90 will be based on the 1984-85 Schedule A. (for 1990-91 and 1991-92, see #10)

- A. For leadership within the school in curriculum, instruction and guidance;
- B. For responsibilities for the health, welfare, and growth of students,
- C. For representing the school in community affairs;
- D. For additional time required beyond the normal working day and year except for Department Chairpersons.

A-2.2. Experience

For every year of experience, counselors and school psychologists will receive an additional 1% of their salary step not to exceed 5%. Percentages for 1989-90 will be based on the 1984-85 Schedule A. (For 1990-91 and 1991-92, see #10)

A-2.3. Department Chairpersons

Ferndale High School: Applied Arts, Business Education, English, Mathematics, Science, Social Studies, and Special Education.

A-2.4. Department Coordinators

- A. Junior High School(s): Language Arts, Mathematics, Science, Social Studies. Junior High Department Coordinators shall receive for 1989-90, 2.5% of their salary step based on Schedule A of 1984-85. (For 1990-91 and 1991-92, see #10)

One (1) Language Arts Coordinator per junior high building

One (1) math, one (1) science, and one (1) social studies coordinator to be shared by both junior high buildings

Each coordinator shall be provided with ten (10) days of released time per year in addition to their regular daily teacher prep periods. Released days are to be approved and scheduled by the building administrator.

A-2.5. Head Counselors - Junior High School(s), Ferndale High School, Elementary Schools

The head counselor at the elementary level, junior high level, and senior high level will be paid an additional \$500 per year.

A-2.6. School Social Workers

School social workers shall receive additional compensation in the amount of an extra step on the Master's salary schedule above the step for which they are eligible. If they are eligible to receive the Master's maximum, they shall be entitled to receive additional compensation, the amount to be the average of the step increases on the Master's salary schedule. The 1984-85 salary schedule shall be used for determining this additional compensation for 1989-90. (For 1990-91 and 1991-92, see #10)

A-2.7. Special Education

All teachers who are certified and approved by the State of Michigan to teach special education in the school district and are so employed shall receive additional compensation in the amount of two hundred (\$200) dollars. Teachers assigned as classroom teachers in special education shall receive an additional amount of fifty (\$50) dollars above the two hundred (\$200) dollars.

A-2.8. Program Coordinators

A. Program coordinators shall receive an additional 2.5% of their salary step in recognition that additional time is required beyond the school day in order to perform the duties of the position. All percentages for 1989-90 will be based on the 1984-85 Schedule A. (For 1990-91 and 1991-92, see #10)

<u>B. Program Coordinator</u>	<u>Released Time</u>
* Math	Full
* Open Classroom	Full
Special Needs, FHS (if funded)	4/5ths
Computer	1/2 time
Writing, K-6	1/2 time
Writing, 7-12	2/5ths
P.A.C.E., FHS	2/5ths

* Note Letter of Agreement dated 9/1/86 regarding Math and Open Classroom Program Coordinators.

A-2.9. District Curriculum Coordinators

A. District Curriculum Coordinators shall receive an additional 5.0% of their salary step in recognition that additional time is required beyond the school day in order to perform the duties of the position. All percentages for 1989-90 will be based on the 1984-85 Schedule A. (For 1990-91 and 1991-92, see #10)

<u>B. Curriculum Coordinator</u>	<u>Released Time</u>
Art, K-12	1/5th
Foreign Language, K-12	1/2 time, if elementary 2/5ths, if secondary
Music, K-12	1/5th
Science, K-12	1/5th

A-2.10 1990-91 and 1991-92 Salary Computations:

A. In the 1990-91 school year, the percentages mentioned in Sections 1, 2, 4, 6, 8, and 9 of Schedule A, Article 2, shall be based on the 1985-86 Schedule A.

B. In the 1991-92 school year, the percentages mentioned in Sections 1, 2, 4, 6, 8, and 9 of Schedule A, Article 2, shall be based on the 1986-87 Schedule A.

ARTICLE A-3

VOCATIONAL EDUCATION COMPENSATION

- A-3.1. A teacher, in any vocational education assignment for which state certification and approval are necessary, shall receive extra compensation in the amount of \$350.00 annually above the salary schedule. Vocational teachers who have completed the requirements for a permanent vocational certificate and have been issued such certificate shall receive in place of the \$350.00 stated above an amount of compensation above the salary schedule, determined by adding the BA minimum to the MA maximum, dividing by two (2) and multiplying by 6%. Those on a special certificate will be paid for no more than five (5) years on such certificate. The extra compensation percentage shall be based as follows:
- for 1989-90 the percentage shall be based on the 1984-85 Schedule A;
 - for 1990-91 the percentage shall be based on the 1985-86 Schedule A;
 - for 1991-92 the percentage shall be based on the 1986-87 Schedule A.
- A-3.2. Any teacher who has a journeyman's card, the requirements for which involve both formal classroom training and on-the-job experience, and has a teaching assignment involving the use of the trade skills covered by the journeyman's card shall receive, as part of the basic salary, one hundred dollars (\$100) for each year required to qualify for the journeyman's card, except that the minimum number of years required to earn the journeyman's card shall determine the amount of payment for which the teacher shall be eligible.

ARTICLE A-4

PROFESSIONAL IMPROVEMENT PLAN

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

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

A-4.1. Additional pay for credits beyond the Bachelor's Degree but prior to the Master's Degree

Full tuition costs will be reimbursed up to a limit of thirty (30) semester credit hours for successfully completed credit courses leading to a Permanent Teaching Certificate or to a Master's Degree. To be eligible for this reimbursement the teacher must have prior approval from Ferndale District administration and be following an approved plan of work leading to a Permanent Teaching Certificate or to a Master's Degree. Cost of required textbooks for the above will be paid if the textbooks are turned in for use in the teachers' professional library at the Ferndale High School.

Payment will be made subject to the following restrictions:

- A-4.1. A. Not more than four hours of credit shall be compensated for in any one semester, except summer school. A credit hour shall be interpreted to mean one hour per week of attendance in a college/university course. In view of the fact that there are semesters, quarters, and trimesters, the credits will be reduced to semester hours; and if it can be established that during the period covered in the said semester, quarter, or trimester, the student did not attend more than four (4) hours per week in a class, (except for accelerated scheduled program of 5 hours of attendance for 4 hours of credit or for compacted program of seven (7) hours of attendance for four (4) hours of credit), the credit shall be recognized and without regard to the number of semesters, quarters, or trimesters covered by the student in the school year (September through June).

The Board shall not be obligated to pay more for the tuition expenses of teachers than the highest rate charged at any one of the following state assisted universities: 1) Wayne State, 2) Oakland University, 3) Eastern Michigan or 4) University of Michigan.

The highest rate charged at one of these four universities becomes the limit of the Board's obligation. The rates for tuition shall be determined on a "per hour of credit" basis. Any teacher enrolled with an approved plan of work at a private higher educational institution as of 1981-82 shall be grandparented under the 1982-83 Agreement (Schedule A, Article IV, Section 1).

Failure of the teacher to request reimbursement before the end of the following semester will render such course work taken ineligible for reimbursement.

- B. A teacher, not on a Master's Degree program, who has completed thirty (30) or more graduate semester hours of credit in his/her teaching discipline (major) for which prior approval was received from Ferndale District administration can submit a request to the Professional Improvement Committee, through the Personnel Office, for consideration of Master's schedule equivalency pay. If approval is granted by the Professional Improvement Committee, the teacher will, at that date, begin receiving compensation at his step on the Master's Salary Schedule for a period not to exceed three (3) years. At the end of the third year, unless requirements for a Master's Degree have been completed, compensation will be returned to the amount of the Bachelor's salary schedule step. The decision of the Professional Improvement Committee shall be final and not grievable under the terms of this Agreement. This section shall become null on August 31, 1989.

6A

A-4.1. C. Juris Doctorate Degree Payment

A JD Degree held by a teacher will be recognized on the salary schedule if the Board determines that the JD Degree closely relates to the person's teaching area. A teacher with a BA Degree plus a JD Degree will be paid on the MA schedule. A teacher with a MA Degree plus a JD Degree will be paid for a maximum of 30 semester hours, at \$27 per hour - (27 x 30 hrs. = \$810) above the MA schedule.

Any and all provisions of this Article IV, dealing with prior approvals, committees, tuition/books, partial payment, time limitations, etc., shall not apply to the JD Degree.

A-4.2. Additional pay for credits beyond the Master's Degree

For each semester hour of successfully completed credit beyond the Master's Degree, in any given year, for which prior District administrative approval was received, and taken at an institution accredited by the North Central Association of Colleges and Secondary Schools or a reciprocal accrediting agency, including such approved courses as may have been earned prior to employment here and officially certified on or before October 1, by the institution granting the credit, twenty seven (\$27) dollars shall be paid annually subject to the following limitations:

<u>Semester Hours</u>	<u>Time Limitation</u>
1-9 (inclusive)	Five year period
10 None	
11-19 (inclusive)	Five year period
20 None	
21-29 (inclusive)	Five year period
30 None	

- A. Not more than four (4) hours of credit shall be compensated for in any one semester except summer school.
- B. A credit hour shall be interpreted to mean one hour per week of attendance in a college/university course. In view of the fact that there are semesters, quarters, and trimesters, the credits will be reduced to semester hours; and if it can be established that during the period covered in the said semester, quarter, or trimester, the teacher did not attend more than four (4) hours per week in a class (except the accelerated scheduled program of five (5) hours of attendance for four (4) hours of credit or for compacted programs of seven (7) hours of attendance for four (4) hours of credit), the credit shall be recognized and without regard to the number of semesters, quarters, or trimesters covered by the teacher in the school year (September through June).
- C. Not more than 30 hours are to be counted at any time.

A-4.2. D. Prior to their enrollment in a college/university course, for which additional pay will be claimed, teachers shall submit to the Superintendent of Schools a statement indicating: (1) intention to take a course or courses for credit beyond the Master's Degree, name and location of the institution, course number, course title and description (obtained from catalog) and semester hours of credit; (2) teacher's objective in taking the course or courses; and (3) benefit which should accrue to the school district as a result of the teacher's successful completion of the course.

The statement, when submitted to the Superintendent, may be referred to the Professional Improvement Committee. All matters pertaining to the approval of courses shall be approved by the Superintendent and may be referred to this committee but in any event, the recommendation of the committee is not binding on the Superintendent.

A-4.3. Additional compensation for credits completed above the Master's Degree plus 30 hours leading to an advanced degree

A. Eligibility

A teacher who has attained at least 30 hours of credit beyond his Master's Degree and is interested in obtaining additional hours which will lead to an Educational Specialist, Ed.D. or Ph.D. Degree in the field of education may apply to the Professional Improvement Committee for their approval of the degree plan and receive compensation from the Board for semester hours completed in accordance with the following provisions.

B. Committee Approval of Degree Plan Before approval can be obtained from the committee the teacher applicant must meet the following requirements:

1. The teacher must discuss with the principal his/her degree objectives and the subject area in which the teacher expects to do research. The teacher will be expected to establish a proposed study and research plan with the principal that will provide some tangible related benefits to his/her teaching area and subsequently to the school district, subject to the approval of the plan by the college/university that it will meet the requirements for an advanced degree.
2. The committee shall formally review the teacher applicant's advanced degree plan with the teacher and the principal and recommend any alterations or changes which it believes necessary. Following this review the committee may at its option interview the applicant as to effectiveness as a teacher and also evaluate the teacher's attainments within the classroom. The committee shall either grant approval for the teacher applicant to proceed with the degree plan or withhold approval. In the event the committee denies approval of the degree plan, the applicant shall receive a written explanation of the reason(s) for the denial.

BA

A-4.3. C. Pursuit of the Degree Plan by Teacher Applicant

In meeting the requirements of the various courses in the plan as approved by the committee and the college/university, the teacher applicant will be expected to relate and tie in, wherever possible, papers, projects and research which will have meaningful benefit and value to his/her course area, teaching assignment and the school district. This will require continuing consultation with his/her principal and/or members of the committee once the teacher is made aware of the requirements of any course.

D. Review of Progress

The committee shall be responsible for reviewing the progress of the teacher applicant and ask the teacher to report verbally, or in writing, read or make available certain parts of the course requirements to the committee or Board of Education relative to some important unit of work or research completed in his approved plan.

E. Time Limitation

No limitation will be in effect as to the number of semester hours of work that can be taken by the teacher at any time during the school year. The teacher may have five (5) years from the date of acceptance in the program to complete the requirements for the degree. Extensions of this five year period may be obtained from the committee for extenuating circumstances.

F. Recognition of Current Employees

Any employee currently employed by the school district who has completed more than thirty (30) semester hours of credit beyond the Master's level shall be eligible to apply to the committee for their approval of a college/university approved advanced degree plan above the Master's plus thirty (30) semester hours.

When the committee has approved the teacher's plan he/she will then be eligible to receive reimbursement for the semester hours already completed above the Masters plus thirty (30) semester hours providing such semester hours can be applied to the semester hours requirement of the plan leading to an advanced degree. A statement of certification from the college/university that such semester hours completed can be applied against the degree requirement will be necessary when submission is made for payment.

G. Semester Hours Prior to Employment

Semester hours of credit above the Masters plus thirty (30) semester hours which have been completed prior to the teacher's employment by the school district will be eligible for payment by the Board as soon as they are accepted by the college/university and the committee as a part of the teacher's semester hours requirement leading to an advanced degree.

A-4.3. H. Compensation

Semester hours received from courses approved by the committee under teachers' advanced degree plans as indicated above shall be compensated at the rate of twenty dollars (\$20) a semester hour when such semester hours from an accredited college/university are completed by the applicant, certified by the institution as completed, and submitted through the Superintendent's office for payment by the Board prior to October 1 of each year. Teachers with approved degree plans may receive compensation for forty (40) semester hours above the Master's plus thirty (30) hours which would be a maximum of seventy (70) semester hours. An additional four hundred dollars (\$400) in compensation will be added when the teacher receives the Ed.D. or Ph.D. Degree. Compensation will be paid for only one (1) Specialist Degree.

I. Compensation Reduction

In the event the teacher does not complete the advanced degree requirements in the prescribed five (5) year period as provided in paragraph (E), ten (10) semester hours will be deducted from the teacher's continuing annual salary payment, leaving a maximum of sixty semester hours above the Master's Degree as the continuing part of his/her annual salary.

A-4.4. Professional Improvement Committee

The Professional Improvement Committee shall be composed of two (2) administrators appointed by the Superintendent and two (2) teachers to be selected in any manner determined by the F.E.A. who shall hold membership on the committee for such terms as the Superintendent and the F.E.A., individually, may determine. Any application submitted for approval by the committee shall only be approved by a majority vote of the committee.

The decision of the Professional Improvement Committee, except where specifically stated otherwise, shall be binding on the F.E.A., its members and the Board of Education and is not grievable under the terms of this Agreement beyond Level Three of Article XXIII, Section 4(c).

ARTICLE A-5.

SABBATICAL LEAVE

A-5.1. Definition

Sabbatical Leave shall be interpreted as a leave from active duty granted to any teacher after seven (7) consecutive years of professional service in the School District of the City of Ferndale, (military leave and government leaves shall not be interpreted as interrupted service), for the purpose of improving instruction in the Ferndale Schools. A sabbatical leave shall not be granted to work toward or complete a first Master's Degree. Sabbatical leaves may be granted for one school year.

A-5.2. Qualifications

An application for sabbatical leave of absence may be filed with the Superintendent provided the following conditions are fulfilled.

- A. The applicant possesses a Michigan life or permanent certificate.
- B. The applicant has been employed by the Board as a teacher for at least seven consecutive years.
- C. The applicant has not been granted sabbatical leave of absence from the Ferndale Board of Education during the seven consecutive years of service immediately preceding current application.
- D. The applicant signs an agreement to return to service with the Ferndale Board of Education immediately upon termination of sabbatical leave and continue in such service for a period of two years, or to refund all/or a prorated share of compensation received from the Board while on leave.

A-5.3. Application

Application for sabbatical leave of absence must be filed in the office of the Superintendent not later than March 1, preceding the school year when it is desired that the leave become effective. No more than two (2) teachers may be granted leave in any one year. It is further agreed that said application must state what the person will be doing on the leave and what value will accrue to the district as a result of the leave.

A-5.4. Salary Provisions

The teacher on sabbatical leave shall receive as compensation, during the period of absence from regular duties, one-half (1/2) regularly scheduled salary that would have been received during the leave period and insurance benefits to the extent permitted by the insurance companies.

ARTICLE A-6.

INSURANCE

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

A-6.1. MESSA-PAK which shall include the following:

A. Plan A for employees needing health insurance:

Super Care I

Long Term Disability:	60% \$3,000 maximum 180 Calendars Days - Modified Fill Freeze on Offsets Alcohol/Drug and Mental/Nervous - Same as any other illness COLA
Delta Dental Plan E-07:	80/80/80:\$800 or 50/50/50:\$500
Negotiated Life Ins.	\$30,000 AD&D (plus \$5,000 life from Super Care I policy)
Vision Insurance	VSP-3

B. Plan B for employees not needing health insurance policy:

Delta Dental Plan	100:90/90/90:\$1,500 or 50/50/50:\$500
Negotiated Life Ins.	\$50,000 AD&D
Vision	VSP-3
Long Term Disability	60%; Same as Above
Tax Deferred Annuity	\$50.00 per month, up to 12 months (See Letter of Understanding A)

A-6.2. The Board shall provide for payroll deduction for employees who select MESSA options other than those negotiated in Plan A or Plan B.

ARTICLE A-7.

COMPENSATION FOR EXTRA-CURRICULAR ACTIVITIES

The rates listed below are payable for a single position. When the position is held by two or more individuals the percent of step shall be applied against the higher of the salary steps involved. This amount shall then be divided equally between the participants. Should two people be appointed to the student council position at Ferndale High School, both will earn the amount shown for student council in the list of rates below.

A. High School

<u>Position</u>	<u>Percent of Step</u>
Band Director	10.1%
Choir Director	5.8%
Dramatics-Stage Crew	10.0%
Orchestra Director	5.8%
Debate	4.6%
Forensics	4.6%
Annual (Yearbook)	5.0%
Newspaper	5.0%
Student Council	5.0%
National Honor Society	4.0%
Foreign Student Exchange	5.0%
<u>Class Chairpersons</u>	
9th Grade	1.2%
10th Grade	1.2%
11th Grade	1.5%
12th Grade	2.6%

B. Junior High School(s)

Band Director	3.5%
Orchestra Director	2.5%
Student Council	2.0%
Choir Director	2.5%
National Honor Society	2.0%

Compensation for Junior High School extra-curricular music positions require that a minimum of four performances per compensated extra-curricular area occur during the school year, except for performances cancelled by someone other than the teacher. A performance is defined as a public performance occurring outside of regular school hours or days for a non-student audience.

C. Elementary School

Safety Patrol Sponsor	2.0%
Service Squad Sponsor	2.0%

ARTICLE A-8.

COMPENSATION FOR EXTRA-CURRICULAR ATHLETIC ACTIVITIES

Salaries of the teachers in the following positions shall be the percentage, as follows, applied to their step on the Salary Schedule.

1. Ferndale High School Boys' Sports

Classification

Head Coach:	Football, Basketball	10.1%
Asst. Coach:	Football, Basketball	7.1%
Head Coach:	Swimming, Wrestling	9.4%
Asst. Coach:	Swimming, Wrestling	7.1%
Head Coach:	Soccer, Baseball, Track	8.1%
Asst. Coach:	Soccer, Baseball, Track	6.2%
Head Coach:	Cross Country, Tennis, Golf	6.2%
Head Coach:	Skiing	4.5%

Girls' Sports

Classification

Head Coach:	Basketball, Gymnastics, Volleyball	10.1%
Asst. Coach:	Basketball, Volleyball	7.1%
Head Coach:	Swimming	9.4%
Head Coach:	Track	8.1%
Asst. Coach:	Track	5.2%
Head Coach:	Softball	7.1%
Asst. Coach:	Softball	4.6%
Head Coach:	Tennis	6.2%

- | | |
|-------------------------|-------|
| 2. Athletic Coordinator | 9.1% |
| 3. Cheerleader Sponsor | 8.5% |
| 4. Intramural Program | |
| Synchronized Swimming | 6.5% |
| Modern Dance | 3.25% |
| Fencing | 1.25% |

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

6. Junior High School(s) Boys' Sports

Classification

Coach(es): Basketball, Football, Baseball, Track 5.1%

Girls' Sports

Classification

Coach(es): Basketball, Volleyball, Softball 5.1%

7. Athletic Program Coordinator 9.1%

8. Cheerleader Sponsor 1.7%

ARTICLE A-9.

COMPENSATION FOR EXTRA-CONTRACTUAL ASSIGNMENTS

A-9.1. Summer school and driver education teachers teaching credit courses shall be paid according to the following rate:

1989-92 \$14.15

SCHEDULE B

ARTICLE B-1

Section B-1.1.

The Board and Association agree to the concept of 185 teacher work days and 181 student days as fair and equitable. It is recognized, however, that in any given year conditions for reducing the aforementioned days may exist.

When state or federal law requires the rescheduling of snow days and/or Act of God days, the parties agree to reschedule as follows:

The required additional student and teacher days will be added to the June calendar unless mutual agreement is reached on alternate dates. The first method of rescheduling snow days and/or Act of God days shall be to reduce the record day(s) at the end of the year to half day(s) of student attendance and half day(s) of teacher records.*

Employees shall not lose pay because of cancelled days nor shall employees be paid for rescheduled days mandated by state law.

* Except where students fall below minimum number of days or hours required by law.

Section B-1.1A.

School Calendar - 1989-90

Monday, September 11, 1989	Pre-Opening Conference - no students
Tuesday, September 12, 1989	Classes begin, 1/2 day with students (a.m.)
Wednesday, November 22, 1989	Thanksgiving Recess begins at end of day
Monday, November 27, 1989	Classes resume
Friday, December 1, 1989	Probationary evaluations due
Friday, December 22, 1989	Winter Recess begins at end of day
Tuesday, January 2, 1990	Classes resume
Monday, January 15, 1990	Martin Luther King, Jr. Birthday - no school
Friday, January 26, 1990	Records Day - no students
Wednesday, January 31, 1990	Notification of certification changes
Thursday, March 1, 1990	Notification of return from leaves of absence; tenure evaluations due
	Shared and part-time teaching notifications due
Friday, March 30, 1990	Association leave applications and probationary evaluations due
Thursday, April 12, 1990	Spring Recess begins at end of day
Monday, April 23, 1990	Classes resume
Tuesday, May 1, 1990	Employee Bonus Plan notification
Monday, May 28, 1990	Memorial Day - no school
Thursday, June 14, 1990	Records Day - students a.m.
Friday, June 15, 1990	Records Day - school year ends.

Teachers paid - 200 days

Teacher days - 184

Student days - 181

Section B-1.1B.

School Calendar - 1990-91

Tuesday, August 28, 1990	New Teacher Orientation
Wednesday, August 29, 1990	Teachers report - no students
Thursday, August 30, 1990	Teachers Day - no students
Monday, September 3, 1990	Labor Day
Tuesday, September 4, 1990	Classes begin, 1/2 day with students (a.m.)
Wednesday, November 21, 1990	Thanksgiving Recess begins at end of day
Monday, November 26, 1990	Classes resume
Friday, November 30, 1990	Probationary evaluations due
Friday, December 21, 1990	Winter Recess begins after a.m. classes
Wednesday, January 2, 1991	Classes resume
Friday, January 18, 1991	Records Day - no students
Monday, January 21, 1991	Martin Luther King, Jr. Birthday - no school
Thursday, January 31, 1991	Notification of certification changes
Friday, February 15, 1991	Mid-Winter Recess begins at end of day
Monday, February 25, 1991	Classes resume
Friday, March 1, 1991	Notification of return from leaves of absence; tenure evaluations due
	Shared and part-time teaching notifications due
Thursday, March 28, 1991	Spring Recess begins at end of day
	Association leave applications and probationary evaluations due
Monday, April 8, 1991	Classes resume
Wednesday, May 1, 1991	Employee Bonus Plan notification
Monday, May 27, 1991	Memorial Day - no school
Friday, June 14, 1991	Records Day - p.m.
Monday, June 17, 1991	Records Day
Tuesday, June 18, 1991	Records Day a.m. - school year ends.

Teachers paid - 200 days

Teacher days - 185

Student days - 181

Section B-1.1C.

School Calendar - 1991-92

Tuesday, August 27, 1991	New Teacher Orientation
Wednesday, August 28, 1991	Teachers report - no students
Thursday, August 29, 1991	Teachers Day - no students
Monday, September 2, 1991	Labor Day
Tuesday, September 3, 1991	Classes begin, 1/2 day with students (a.m.)
Wednesday, November 27, 1991	Thanksgiving Recess begins at end of day
	Probationary evaluations due
Monday, December 2, 1991	Classes resume
Friday, December 20, 1991	Winter Recess begins at end of day
Monday, January 6, 1992	Classes resume
Monday, January 20, 1992	Martin Luther King, Jr. Birthday - no school
Friday, January 24, 1992	Records Day - no students
Friday, January 31, 1992	Notification of certification changes
Friday, February 14, 1992	Mid-Winter Recess begins at end of day
Monday, February 24, 1992	Classes resume
Friday, February 28, 1992	Notification of return from leaves of absence; tenure evaluations due
	Shared and part-time teaching notifications due
Wednesday, April 1, 1992	Association leave applications and probationary evaluations due
Thursday, April 16, 1992	Spring Recess begins at end of day
Monday, April 27, 1992	Classes resume
Monday, May 25, 1992	Memorial Day - no school
Thursday, June 18, 1992	Records Day - school year ends.
Teachers paid - 200 days	Teacher days - 185 Student days - 181

SCHEDULE B

ARTICLE 1

Section B-1.2.

Scheduled Pay Days - 1989-90

September 11, 1989	March 9, 1990
September 22, 1989	March 23, 1990
October 6, 1989	April 6, 1990
October 20, 1989	April 20, 1990
November 3, 1989	May 4, 1990
November 17, 1989	May 18, 1990
December 1, 1989	June 1, 1990
December 15, 1989	June 15, 1990 * (21st pay)
December 28, 1989	June 29, 1990
January 12, 1990	July 13, 1990
January 26, 1990	July 27, 1990
February 9, 1990	August 8, 1990
February 23, 1990	August 24, 1990

Scheduled Pay Days - 1990-91

September 7, 1990	March 8, 1991
September 21, 1990	March 22, 1991
October 5, 1990	April 5, 1991
October 19, 1990	April 19, 1991
November 2, 1990	May 3, 1991
November 16, 1990	May 17, 1991
November 30, 1990	May 31, 1991
December 14, 1990	June 14, 1991
December 28, 1990	June 28, 1991 * (21st pay)
January 11, 1991	July 12, 1991
January 25, 1991	July 26, 1991
February 8, 1991	August 9, 1991
February 22, 1991	August 23, 1991

Scheduled Pay Days - 1991-92

September 6, 1991	March 6, 1992
September 20, 1991	March 20, 1992
October 4, 1991	April 3, 1992
October 18, 1991	April 16, 1992 (Thursday)
November 1, 1991	May 1, 1992
November 15, 1991	May 15, 1992
November 27, 1991	May 29, 1992
December 13, 1991	June 12, 1992 * (21st pay)
December 27, 1991	June 26, 1992
January 10, 1992	July 10, 1992
January 24, 1992	July 24, 1992
February 7, 1992	August 7, 1992
February 21, 1992	August 21, 1992

* This pay may be divided into 2 parts, the second part payable on the last scheduled day of work.

B-1.3. Professional Organization Meeting Calendar - 1989-90, 1990-91, 1991-92

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

The last Tuesday of each month there will be time set aside after school that will not be jeopardized by an administration meeting for the use of building representatives, directors of the F.E.A. and those required to attend the F.E.A. Council meeting.

Dates for General
Membership Meetings
1989-90

A minimum of three (3) general membership meetings will be planned each year - dates to be announced later

Dates for F.E.A.
Council Meetings *
1989-90

September 26, 1989
October 24, 1989
November 28, 1989
December 12, 1989 **
January 30, 1990
February 27, 1990
March 27, 1990
April 24, 1990
May 29, 1990

Dates for General
Membership Meetings
1990-91

A minimum of three (3) general membership meetings will be planned each year - dates to be announced later

Dates for F.E.A.
Council Meetings
1990-91 *

September 25, 1990
October 30, 1990
November 27, 1990
December 11, 1990 **
January 29, 1991
February 26, 1991
March 26, 1991
April 30, 1991
May 28, 1991

Dates for General
Membership Meetings
1991-92

A minimum of three (3) general membership meetings will be planned each year - dates to be announced as needed

Dates for F.E.A.
Council Meetings
1991-92 *

September 24, 1991
October 29, 1991
November 26, 1991
December 10, 1991 **
January 31, 1992
February 25, 1992
March 31, 1992
April 28, 1992
May 26, 1992

* All Council dates are tentative

** 2nd Tuesday - so as not to conflict with Winter Recess

B-1.4. Parent-Teacher Conferences

- A. In the elementary grades parent-teacher conferences will be encouraged. Each teacher will be given compensatory time for conferences scheduled by the Board outside of the normal school day. Two (2) evenings will be scheduled in any school year with a third additional evening conference possible, provided the building staff and building administrator determine there is a need for such additional evening conference.
- B. All conferences will be scheduled by the building staff, including the administrator, within time limits set by the Board.

B-1.5. Released Time for Curriculum Development

A. Ferndale High School and Junior High School(s)

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

B. Elementary and Secondary Schools

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

B-1.6. Elementary and Junior High Records Half-Days

Three half (1/2) days shall be provided to elementary and junior high teachers. The first half (1/2) day will be provided near the end of the first marking period; the second half (1/2) day will be provided near the end of the third marking period; the third half (1/2) day will be provided near the end of the fourth marking period. In addition, one-half (1/2) of the full records day occurring at the end of the first semester will be set aside for marking report cards. On all of the above occasions the records half (1/2) day will occur prior to the report cards being due in the principal's office.

B-1.7. Performance Objectives - Special Education

Each special education teacher who is required to develop performance objectives for students shall have one-half additional records day in the fall and one-half day in the spring. Two additional days, one in the fall and one in the spring shall be granted, if mutually agreed to, by the Director of Special Education and the special education teacher.

SCHEDULE C

HEAD START TEACHERS

ARTICLE C-1
PURPOSE AND APPLICABLE LANGUAGE

- C-1.1. Schedule C, an attachment to the Collective Bargaining Agreement, serves the purpose of defining the wages, hours and conditions of employment for Head Start teachers working in the Head Start program. The Agreement shall apply to Head Start teachers unless amended in Article 2 of this Schedule C.
- C-1.2. The parties to this Head Start agreement recognize that conflicting language may exist between this Schedule C and the amended, as well as unamended, language found in the Agreement. All conflicts, whether direct, indirect, or inferred, shall be resolved through the use of the language found in this Schedule C which shall control and govern.

ARTICLE C-2
AMENDMENTS

C-2.1. The following list of Articles, Sections, and Schedules in Section 2 below are contained in the Collective Bargaining Agreement and are hereby amended.

<u>C-2.2. Amended Contract</u>	<u>Applicable Schedule C,</u>
<u>Articles & Schedules</u>	<u>Article III Sections</u>
Article 6, Sections 1, 2	
Article 6, Sections 3, 4	Section 1.F
Article 6, Sections 8A,B,C,D	Section 6
Article 6, Sections 9A,B	Section 5
Article 7, Sections 1,2,4	Section 1A,B,C,D,E
Article 9, Sections 3A,B,C,E	Section 7
Article 11, Involuntary Transfer, Sections 1,2,3,4	Section 10
Article 12, Section 2	Section 2 & Letter of 7/7/83
Article 12, Section 2	Section 4
Article 22, Sections 1;6;9	Section 11; Federal Guidelines; Section 1
Article 25	Section 1E
Schedule A, Article 1	Pay Scale
Schedule A, Article 6	Section 3B
Schedule B, Article 1, Sections 1,2,4,5,6	Section 1B, 5, 1E

ARTICLE C-3

HEAD START WAGES, HOURS AND CONDITIONS OF EMPLOYMENT

- C-3.1. The work year, work week, and work day for the Head Start program shall be established by the Board of Education subject to the following conditions:
- A. Head Start teachers shall be paid for 1066 hours of work if performed, which includes eight (8) paid holidays. The pay for these hours shall be equally divided over 21 or 26 pays at the option of the teacher.
 - B. The calendar on page B-1 of the Agreement shall serve as a guideline within which the Board will determine the length of the Head Start program;
 - C. Head Start teachers shall begin their work day no earlier than 8:00 a.m. and end their normal work day no later than 4:00 p.m.;
 - D. Head Start teachers shall be entitled to an unpaid, duty free lunch hour.
 - E. In 1983-84 the planning time and conference time for Head Start teachers shall not be altered from that enjoyed in 1982-83. In 1985-86 the planning time and conference time shall be determined by the Board but shall not be less than two hours per week.
 - F. The following holidays shall be observed and paid if said teacher is employed on such days: Labor Day; Thanksgiving Day; Day after Thanksgiving; Christmas Day; New Years Day; Good Friday, Memorial Day and M. L. King.

C-3.2. Seniority

Seniority for Head Start teachers shall be the same as that enjoyed by K-12 teachers except as provided in a letter of agreement dated July 7, 1983.

C-3.3. Salary and Fringe Benefits

- A. Salary. The salary for Head Start teachers shall be computed in the following manner: Head Start teachers will be placed on the proper step of Schedule A according to the number of years of teaching service in Ferndale. The step amount shall be divided by 1200 hours to calculate the correct hourly rate. Head Start teachers will be guaranteed at least 800 hours per year of pay. (See modified Schedule A attached and made a part of this Schedule C).
- B. Fringe Benefits. Head Start teachers shall choose one of the following two options:
 - (1) Health insurance, life insurance, and long term disability insurance
 - (2) Dental insurance, Vision Care II (option to health), life insurance and long term disability insurance

C-3.3.

The desired option shall be chosen during the first month of each school year. Health insurance shall be as provided in Schedule A, Article 6, Sections 1A or 1B of the Agreement. The other insurance policies outlined above shall be as provided in Sections 2, 3, 4, or 5 of Schedule A, Article 6 of the Agreement except as modified in the above selection process.

C-3.4. Sick Leave

Sick leave days and personal business days shall be prorated to provide 1.2 days per month with an annual maximum of 12 days per year. All other aspects of sick day and personal business day use shall be as provided in Article 13 of the Agreement.

C-3.5. Scheduled Pay Dates

Pay dates shall follow the dates listed in Schedule B, Section 2, except modification will occur due to the hourly rate basis for Head Start teachers and the possible altered beginning and ending dates for the program.

C-3.6. Head Start teachers shall be required to report at the beginning of the Head Start program and render required services during such program year. If time, in addition thereto, is accepted and performed by any teacher, the teacher will receive compensation at their hourly rate.

C-3.7. Class Size

The class size of the program will be governed by the Head Start policy manual.

C-3.8. Qualifications

Certified personnel eligible for the Head Start program shall be teachers who possess the necessary Early Childhood endorsement on their teaching certificate, a C.D.A. certificate, or an Early Childhood degree.

C-3.9. Non-certified Head Start teachers shall possess the C.D.A. certificate and shall receive compensation based on the non-degree schedule attached. This schedule is based on the computation formula found in 3A of this Article 3 except the salary schedule shall be 90% of that found in Schedule A of the Agreement prior to the computation reducing the step amounts to an hourly rate basis.

C-3.10. Head Start teachers are excluded from the involuntary transfer language found in Article 11, pages 20 and 21 of the Master Agreement.

C-3.11. Substitutes and call-in-time for substitutes will be handled as done in prior years.

C-3.12. Head Start teachers may be required to supervise a breakfast program if it is part of the Head Start program and begins after 8:00 a.m.

SCHEDULE C

Head Start Teachers - Hourly Rates

<u>STEP</u>	<u>1989-90</u>		<u>1990-91</u>	
	<u>BA</u>	<u>MA</u>	<u>BA</u>	<u>MA</u>
1 (0)	\$19.18/hr	\$21.33/hr	\$20.40/hr	\$22.69/hr
2 (.5)	19.59	21.83	20.84	23.23
3 (1)	20.00	22.33	21.28	23.76
4 (1.5)	20.41	22.86	21.72	24.32
5 (2)	20.82	23.39	22.16	24.88
6 (2.5)	21.28	24.03	22.64	25.57
7 (3)	21.74	24.67	23.13	26.25
8 (3.5)	22.20	25.31	23.62	26.93
9 (4)	22.65	25.95	24.10	27.61
10 (4.5)	23.15	26.59	24.64	28.29
11 (5)	23.66	27.23	25.18	28.98
12 (5.5)	24.16	27.87	25.71	29.66
13 (6)	24.67	28.51	26.25	30.34
14 (6.5)	25.29	29.34	26.90	31.21
15 (7)	25.90	30.16	27.56	32.09
16 (7.5)	26.63	30.98	28.34	32.97
17 (8)	27.37	31.81	29.12	33.84
18 (8.5)	28.38	32.77	30.19	34.87
19 (9)	29.38	33.73	31.26	35.89
20 (9.5)	31.31	35.65	33.31	37.93
21 (10)	33.23	37.58	35.35	39.98

<u>STEP</u>	<u>1991-92</u>	
	<u>BA</u>	<u>MA</u>
1 (0)	\$21.73/hr	\$24.16/hr
2 (.5)	22.90	24.74
3 (1)	22.66	25.31
4 (1.5)	23.13	25.90
5 (2)	23.60	26.50
6 (2.5)	24.12	27.23
7 (3)	24.64	27.95
8 (3.5)	25.15	28.68
9 (4)	25.67	29.40
10 (4.5)	26.24	30.13
11 (5)	26.81	30.86
12 (5.5)	27.38	31.58
13 (6)	27.95	32.31
14 (6.5)	28.65	33.24
15 (7)	29.35	34.18
16 (7.5)	30.18	35.11
17 (8)	31.01	36.04
18 (8.5)	32.15	37.13
19 (9)	33.30	38.22
20 (9.5)	35.47	40.40
21 (10)	37.65	42.58

Longevity pay as found in Schedule A shall be done on a prorated basis.

Letter of Understanding - A

The Tax Deferred Annuity implementation procedures of \$50.00 per month, for up to 12 months per year as negotiated as part of Plan B of the MESSA PAK shall be treated in the same manner as the previous Tax Deferred Annuity program which was taken in lieu of a Health Insurance program for several years prior to the 1989-90 school year.

This Letter will expire on the day prior to the beginning of the 1992-93 school year.

For the Board of Education:

Ray Wolf

For the F.E.A.:

Sidney J. Dickstein

Date: 9-11-89

Date: 9/11/89

Ltr/A

LETTER OF UNDERSTANDING - B

The employees who retire under the Employee Bonus Plan in 1990-91 shall qualify for full benefits as outlined in Article 26. Their treatment shall be just as if they were 55 years of age (i.e., \$40,000 over eight years, etc.).

This Letter will expire on the day prior to the beginning of the 1992-93 school year.

For the Board of Education:

Ray Wolf

Date: 9-11-89

For the F.E.A.:

Sidney J. Dickstein

Date: 9/11/89

Ltr/B

LETTER OF AGREEMENT - 1

LUNCH PERIODS

Elementary -

Mike Miller and Glen Brackenbury will develop the staff vote process for a possible shortened elementary lunch (45 minutes). (Intention is to have a 4 or 6 member committee.)

The vote will be held during November 1989. A majority of teachers shall decide the issue.

If the decision is to shorten the lunch, the implementation shall be second semester, 1989-90.

Voting teachers shall be those elementary teachers affected by the change (i.e., half-time teachers shall not have a vote).

The district decision shall be for the balance of the contract -- June 1992.

The 1989-90 school year shall begin status-quo.

The vote shall be on a district basis rather than a building basis. A favorable vote means all schools move to shortened lunch. A negative vote means all schools return to a 60-minute lunch.

High School - Regardless of the result of the Elementary vote, the Ferndale High School lunch period will be treated as follows:

During the 1989-90 school year, the high school shall have a 43-minute lunch. Should the lunch period be shortened during the 1990-91 or 1991-92 school years, the school day shall be reduced by the amount of time the lunch is shortened, up to 13 minutes (43 to 30).

This Letter will expire on the day prior to the beginning of the 1992-93 school year.

For the Board:

Ray Wolf

Date: 9-11-89

For the F.E.A.:

Sidney J. Khelestani

Date: 9/11/89

Ltr/Agree - 1

LETTER OF AGREEMENT - 2

SITE-BASED DECISION-MAKING

The Board and the Association recognize the value of site-based decision-making arrangements. Both parties believe that increased employee responsibility for decision-making can foster the collegial exchange of ideas necessary for effective professional practice and improved education process. In order to encourage the development and implementation of site-based decision-making arrangements in the school district, the parties agree to the following:

A district Site-based Decision-making Committee will be established during the 1989-90 school year and will consist of eight (8) members, four (4) of whom will be appointed by the Superintendent and four (4) of whom will be appointed by the Association. Co-chairpersons shall be appointed by the Association and the Board.

The Committee shall have three functions:

1. Conduct an orientation program for interested schools in order to explain the theory and practice of site-based decision-making.
2. Provide assistance to the school site-based decision-making committees (School Improvement Action Teams).
3. Review all School Improvement Action Team proposals prior to implementation. The review and report to the building shall have two major purposes:
 - A. To consider the effects of the proposed plan on district personnel and other schools;
 - B. To identify proposed actions which might be in conflict with the collective bargaining agreement and/or district policy.

By four (4) votes, the SDC may annually select building plans for ongoing review to determine appropriateness related to 3A and B.

The Board and the Association agree that the collective bargaining agreement will remain in effect for employees who participate in site-based decision-making activities. However, the two parties recognize that the process may produce innovative proposals which could call for new contract interpretation and application, (as referred to in the SDC function 3-B above). Therefore, the Superintendent and Association President agree to jointly review any proposal that modifies the collective bargaining agreement, and to seek resolutions to assist the building plan. Final approval of proposals that modify the collective bargaining agreement shall require the approval of the Superintendent and Association President.

Letter of Agreement - 2 (continued)

The Site-based Decision-making Committee (SDC) will establish its own meeting schedule. Such meetings may take place during the regular workday; in which event, employees who are members of the SDC will be released from their regular duties without loss of pay.

This Letter will expire on the day prior to the beginning of the 1992-93 school year.

For the Board:

Ray Wolf

Date: 8-23-89

For the F.E.A.:

Sidney J. Wicksten

Date: 8/23/89

Ltr/Agree - 2

Letter of Agreement - 3

Work Station Facilities

The Ferndale Board of Education and the Ferndale Education Association agree that the improvement of work station facilities for employees is a goal both parties will attempt to accomplish during the 1989-91 school years.

Therefore, it is agreed that the Board and the Association will encourage each building to establish a teacher-administrator committee to review the building's work station facility(ies) and to develop a written plan for improvement.

Further, the Board and the Association agree to establish a District Work Station Committee. The committee's responsibility shall be to review the proposals submitted by school committees and decide which programs or parts of programs will be implemented. The District Committee shall have six (6) members. Three (3) members shall be appointed by the Board and three (3) shall be appointed by the Ferndale Education Association.

The Board agrees to expend a sum of not less that \$22,000 during the first year of implementation. In addition, the Board agrees to expend a sum of not more than \$3,000 for the installation of telephone communications in those areas so designated by school committees and approved by the District Work Station Committee. If this sum of money is not expended, any excess will be added to the operating budget of the District Work Station Committee. The 1990-91 expenditure will be \$20,000.

This Letter will expire on the day prior to the beginning of the 1991-92 school year.

For the Board of Education:

Ray Wolf

Date: 8-22-89

For the Ferndale Education Association:

Sidney M. Mlickstein

Date: 8/22/89

Ltr/Agree - 3

LETTER OF AGREEMENT

The conditions to allow the Ferndale School District to operate the high school and two junior high schools in a manner other than found in Article 7, Sections 2a and b are agreed to as follows:

- A. The Board will notify staff of their intent to offer classes before and/or after school. Such notification shall include the specific classes and the proposed time.
- B. Teachers may volunteer for such assignments. The Administration shall assign staff to before and/or after school classes from among those who volunteer.
- C. It is understood that the total hours worked by the teacher volunteers shall not be any longer than that of other teachers in the high school or junior high school.
 - 1. For teachers who volunteer in the high school to begin the work day one hour earlier than the regularly scheduled time, their work day will be 6:55 a.m. - 2:00 p.m. If teachers volunteer to continue the work day one hour later than the regularly scheduled time, they will have a work day of 8:55 a.m. - 4:00 p.m.
 - 2. For teachers who volunteer in the junior high school to begin their work day one instructional hour earlier than regularly scheduled time of 8:10 a.m., their work day will be 7:25 a.m. - 2:11 p.m. If teachers volunteer to complete their work day one instructional hour later than 2:56 p.m. end of day, they will have a work day from 8:55 a.m. - 3:41 p.m.
- D. The Board agrees to supply all necessary teaching equipment and supplies.
- E. It is hereby understood and agreed that this letter of agreement will not in any way alter or modify other terms or conditions of employment contained in the Master Agreement. Provisions in this letter of agreement shall be grievable under Article 23 of the Master Agreement.
- F. This letter of agreement shall expire with the expiration of the 1989-1992 Master Agreement.

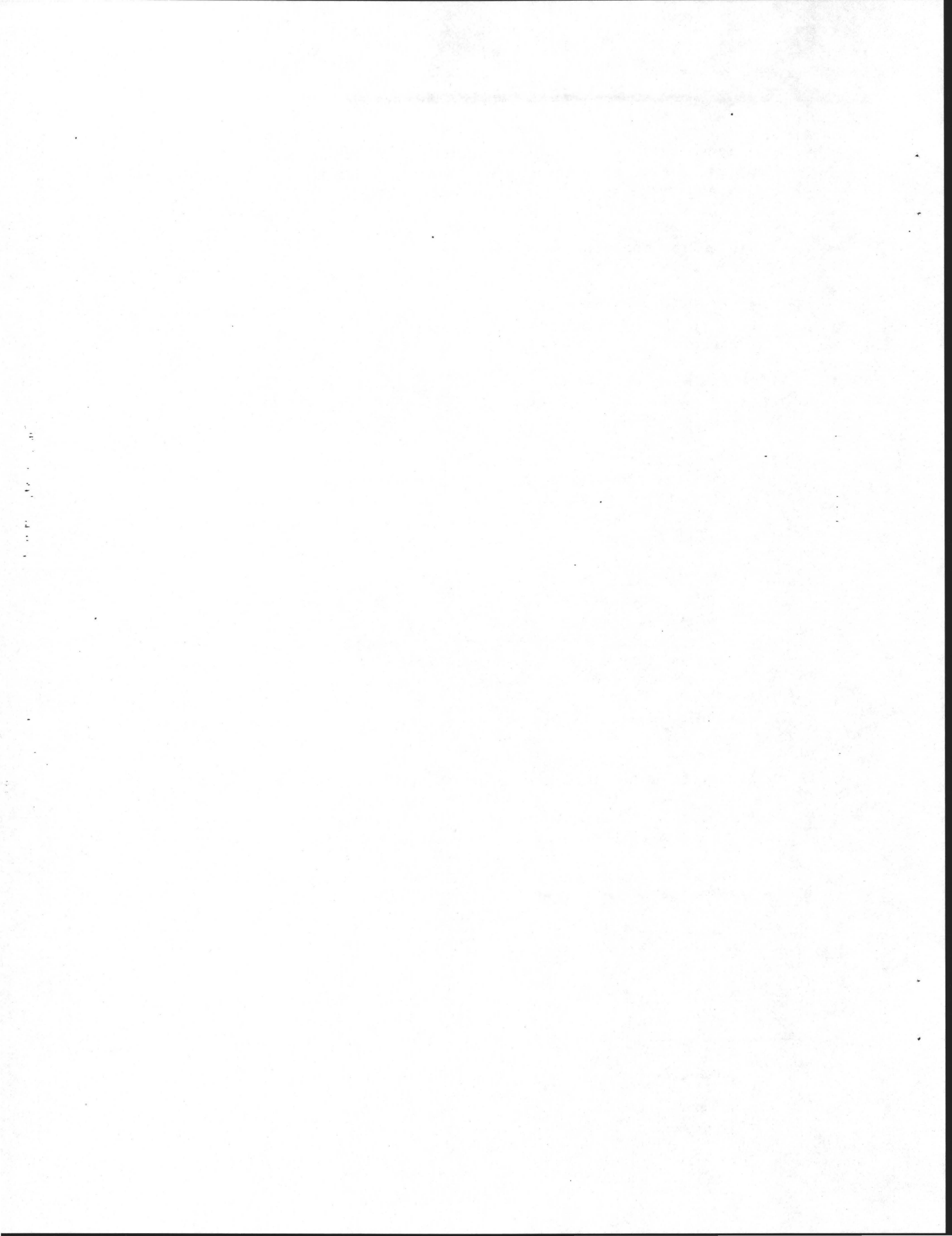
FOR THE BOARD:

William G. Coyne

FOR THE ASSOCIATION:

Joyce A. Mawhinney

DATE: May 30, 1990



SCHEDULE D

ADULT EDUCATION TEACHERS AND COUNSELORS

This Schedule D is an addendum to the Master Agreement reached by the Board of Education and the Ferndale Education Association. It shall be the source of information related to that part of the Agreement that deals with adult education except for Article 2, Section 1, which is the Recognition language that defines the bargaining unit covered by this addendum.

ARTICLE D-1

RECOGNITION

D-1.1. Board Recognition

The Recognition clause dealing with Schedule D can be found in Article 2.1. of the K-12 Agreement.

D-1.2. Term Definitions

When used in this Collective Bargaining Agreement, Agreement shall mean Collective Bargaining Agreement; F.E.A. shall mean Ferndale Education Association; M.E.A. shall mean Michigan Education Association; N.E.A. shall mean National Education Association; S.O.D.A. shall mean South Oakland Districts Association and Association shall mean M.E.A., N.E.A., F.E.A., and S.O.D.A.

Board of Education shall mean the Board of Education; Board shall mean the Board of Education, Superintendent, Deputy Superintendent, Director of Personnel, Business Manager, Building Administrator or any other agent of the Board of Education.

D-1.3. Employee Definition

The term "teacher" when used hereinafter in this contract, shall refer to all employees represented by the F.E.A. in the professional negotiating unit as above defined.

D-1.4. Exclusive Negotiation

The Board agrees not to negotiate on matters covered by Act 336 of the Public Acts of 1947 as amended, including Public Act 379 of 1965, with any teachers' organization other than the F.E.A., for the duration of this Agreement. However, nothing contained herein shall be construed to prevent any individual teacher from presenting an individual grievance and having that grievance adjusted without intervention of the F.E.A. provided that the F.E.A. 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.

D-1.5. F.E.A. Representation

The F.E.A. is required under the Agreement to represent all of the teachers within the recognized bargaining unit fairly. The terms of this Agreement have been made for all teachers in the bargaining unit who are the recipients of the benefits and are represented by the F.E.A. which was the choice of a majority of the teachers within the recognized bargaining unit.

D-1.6. No Discrimination

There shall be no discrimination by the F.E.A. or the Board toward any employee(s) because of race, creed, religion, color, sex, age, physical handicap, marital status or number of dependents; except where age, sex, or physical requirements constitute a bona fide occupational qualification necessary for proper and efficient administration. All will be equally considered under the provision of this Agreement and in accordance therewith.

D-1.7. Representation Fee

In accordance with the terms of this article, each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association.

- A. Association Members. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
- B. Service Fee Payers. Bargaining unit members not joining the Association shall pay a service fee to the Association. However, upon timely objection, no individual required to pay a service fee to the Michigan Education Association (MEA) or a local affiliate shall be required, through the payment of such a fee, to contribute to the financial support of an ideological cause or political activity unrelated to collective bargaining, contract administration, grievance adjustment and lawfully chargeable employee representation. An individual who, in compliance with the administrative procedures established by the Executive Director of the Michigan Education Association, objects to the use of a portion of his/her service fees to support such an ideological cause or political activity shall be required to pay a reduced fee based upon a determination of the percentage of the MEA's annual expenditures for the prior year necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees. Said service fee amount shall be communicated to the district business office prior to requesting a deduction from wages.
- C. Non-payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the Employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

D-1.8. Dues Deduction.

Upon written authorization by a bargaining unit member or pursuant to paragraph 1.7.A., the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year. Monies so deducted will be transmitted to the Association, or its designee, no later than twenty (20) days following each deduction.

D-1.9. F.E.A. Notification to Board

Dues, Assessment, and P.A.C. contributions - The F.E.A. shall notify the Board in writing and provide a list of dues, assessments and P.A.C. contributions. The Board shall be obligated to make only one change in dues and one special assessment in any one school year. Each new teacher will not be considered a change.

D-1.10. Change in Authorization

The Board will automatically renew deductions each year unless notified in the following manner: any teacher desiring to have the Board discontinue deductions he has previously authorized must notify the Board's representative and the F.E.A. in writing by September 1st of each year for that school year's dues.

D-1.11. No Denial or Restriction of Rights

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

ARTICLE D-2

ADULT AND COMMUNITY EDUCATION CATEGORIES OF EMPLOYMENT

All teachers and counselors recognized by the parties shall be placed in one of the following categories of employment for purposes related to this Schedule D. Subsequent Schedule D references to a Category A, B, C, D, E, or F teacher shall be defined by using the appropriate definition in the following list:

Categories:

- A. Certified teachers (in positions for which certification is required for state aid) who teach 30 or more hours per week.
- B. Certified teachers (in positions for which certification is required for state aid) who teach 25 or more, but less than 30, hours per week.
- C. Certified teachers (in positions for which certification is required for state aid) who teach 15 or more, but less than 25, hours per week.
- D. Certified teachers (in positions for which certification is required for state aid) who teach less than 15 hours per week.
- E. Preschool, child care teachers:
 - E-1 Head certified teacher
 - E-2 Other certified teachers
 - E-3 Non-certified teachers
- F. All other teachers - enrichment.

Sections A, B, C, and D include counselors.

*

ARTICLE D-3

TEACHER RIGHTS AND RESPONSIBILITIES

D-3.1. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective professional negotiations, as defined in Section 11, Act 379 of the Public Acts of 1965, for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.

4D

- D-3.2. The F.E.A. or any committee thereof shall be permitted reasonable use of school building facilities and equipment at reasonable hours, without charge, provided that no such permitted use shall interfere with the administration or operation of the school system, and provided further that if the F.E.A. in the enjoyment of such permission shall incur any overtime obligation on the part of other of the Board's employees, such overtime compensation shall be assumed and paid by the F.E.A. Any permission granted to the F.E.A. for the use of school premises shall require prior approval from the Board's representative before exercising such right.
- D-3.3. The F.E.A. may use the district's written communication services and teacher mail boxes for its business and social events announcements. Announcements of meetings may be listed in school activity bulletins and the public address system may be used for announcing the date, time, and place of meetings.
- D-3.4. Just Cause. Any teacher (categories A, B, C, D, and E-1) not on probation shall not be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand or reduction in rank or compensation of a non-probationary teacher asserted by the Board shall be subject to the grievance procedure hereinafter set forth. However, the discharge, demotion or suspension without pay of a tenure teacher shall not be subject to the grievance provisions of this agreement. (For tenure teachers, refer to Article 13 of this addendum.)
- D-3.5. Any bargaining unit member on probation or who is a Category E-2 or E-3 employee shall have access to the grievance procedure of this Schedule D for the adjustment of grievances arising from the application or interpretation of this Schedule D. However, in any such matter dealing with the discipline, discharge, reprimand, or reduction in rank or compensation of probationary or Category E-2 or E-3 employees, the arbitrator shall be limited to the issue of whether the action by the Board was arbitrary and capricious and shall base the award upon such determination.
- D-3.6. Sections 4 and 5 above do not apply to Category F instructors.
- D-3.7. F.E.A. Released Time
The F.E.A., as a group, shall have a maximum of forty (40) scheduled teaching days of released time as paid personal leave days to allocate to its personnel for F.E.A. business. F.E.A. members will apply for such released time on the regular personal leave application forms in the usual manner but the application must have the approving signature of the F.E.A. president before it is submitted to the Board.

ARTICLE D-4

RIGHTS AND RESPONSIBILITIES OF THE BOARD

D-4.1. There is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it by the laws and Constitutions of Michigan and the United States, except where expressly and in specific terms limited by the provision of this Agreement.

D-4.2. It is expressly agreed that the Board retains among others those rights listed below. The Board agrees, however, that prior to the effective date of any such rules or personnel policies established by it related to hours, wages and working conditions of teachers, it shall give the F.E.A. reasonable notice of any proposed rule or policy. Such notification shall be given to afford the F.E.A. 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.

- A. the executive management and administrative control of the school system and its properties, facilities and equipment;
- B. hire all employees and, subject to the provision of law and the terms of this agreement, to determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion and to promote and transfer all such employees;
- C. establish levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- D. establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions, which are not inconsistent with the provision of this Agreement or violative of law;
- E. determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
- F. determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

D-4.3. The parties will attempt to prevent students from involvement in Association/Board controversies.

D-4.4. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of any rights of management not listed and specifically surrendered therein, whether or not such rights have been exercised by the Board in the past.

ARTICLE D-5

NO STRIKE - NO LOCKOUT

D-5.1. Under no circumstances will the F.E.A. cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, recruitment sanctions, sitdown, stay-in or slowdown, in any school buildings or property of the Board or any curtailment of duties or restriction or interference with the operations of the school system.

D-5.2. The School Board will not lock out any employees.

ARTICLE D-6

COMPLIANCE WITH THE LAW

D-6.1. 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.

D-6.2. This Agreement is subject in all respects to the Constitution and laws of the United States and the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the F.E.A. and employees in the bargaining unit, and in the event that any provision of this Agreement shall, at any time, be in conflict with state and/or federal administrative decrees and/or judgments or decrees of a court of competent jurisdiction, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect. However, prior to the effective date of compliance to such decrees or judgments (as noted above) related to working conditions of teachers, the Board shall give the F.E.A. reasonable notice in order to afford the F.E.A. 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.

D-6.3. General Responsibilities

It is the responsibility of the F.E.A. and each individual teacher, as well as the Board, within available resources, to provide the highest quality education program possible for every student in the school district. On the teacher's part this includes:

- A. To strive for excellence in teaching and to take advantage of opportunities for continually improving teaching skills and relationships with students;
- B. Careful daily preparation of lessons, lectures, demonstrations;
- C. Each teacher may be required to serve on one ad hoc building and/or district-wide curriculum study per semester when requested to do so by the Board or a teacher chairperson of a Board approved committee, providing that the committee's function has been posted in writing in advance of the committee selection date and those positions have not already been filled by teacher volunteers;
- D. All teachers shall be expected to be in attendance at open houses held in the building in which they are assigned. Circuit teachers shall not be required to attend more open houses than the regular classroom teacher.
- E. Reasonable participation in public-oriented activities of the school such as:
 - . P.T.A., P.T.O., and P.T.S.A. meetings;
 - . Public performances of students in plays, concerts, athletic activities, chaperoning of dances

ARTICLE D-7

EVALUATIONS, PERSONNEL FILES, TENURE

- D-7.1. Probationary teachers shall have two (2) evaluations per year. The first evaluation shall be in the late fall and shall be in the "formative" style. Its purpose is to provide for advice and improvement suggestions. The second evaluation, given in mid-spring, will be in the "summative" form. It will include notice of rehire, further probation or dismissal.
- D-7.2. Non-probationary teachers may have evaluations as required by the Board.
- D-7.3. Teachers, at their option, and by appointment, may examine their own personnel files in the Adult and Continuing Education Office. An administrator or designee shall have the authority to be present during such examinations.

ARTICLE D-8

WORKING CONDITIONS AND CONDITIONS OF EMPLOYMENT

D-8.1. Bumping Rights

- A. A.C.E. teachers shall not have the contractual right to bump into the Ferndale regular pre-kindergarten or kindergarten through grade 12 programs. Regular pre-kindergarten and K-12 teachers shall not have the contractual right to bump into the A.C.E. program. Further, there shall be no contractual rights for A.C.E. teachers to bump between centralized and decentralized A.C.E. programs.
- B. A teacher whose class is canceled because of insufficient enrollment shall have no contractual bumping rights into another teacher's class.

D-8.2. General Working Conditions

- A. Lunch Periods. Category A teachers scheduled to teach six (6) consecutive hours may take a one-half (1/2) hour lunch break per day.
- B. Class Cancellations. No class will be canceled for insufficient enrollment after the end of the second week following the fourth Friday of each semester. In order for a class to be canceled on or before the above referenced time, there has to be less than fifteen (15) students who count toward state aid. The decision to keep a class open with less than fifteen (15) students who count toward state aid shall be at the discretion of the Board of Education.
- C. Seniority. Seniority shall be maintained separately within each of the A.C.E. programs. As of 1989-90, there are three (3) separate programs:
 - 1. Ferndale/Oak Park
 - 2. Southfield
 - 3. Clarenceville

Seniority shall be defined as the date of hire within each specific A.C.E. program.

- D. Layoff and Reduction of Hours - A.C.E. The concept and intent of the parties is to protect the highest seniored teachers (as defined in the seniority clause) by laying off or reducing the hours of the lower seniored teachers. Bumping by certification, seniority and qualifications that are dictated by external forces shall be allowed when reduction² of hours or layoffs take place. Recall shall be by inverse order of layoff.

² Reduction - does not include cancellation of classes because of not enough FTE students.

- D-8.2. E. The Board shall not circumvent providing the insurance package by arbitrarily and/or capriciously reducing the numbers of hours that category A and B teachers are working. This shall begin with the teachers who were employed in 1988-89.
- F. Maximum Work Time. At no time shall any teacher receive more than 40 hours per week of pay.
- G. Substitutes. The Board will maintain a list of substitutes for Category A and B teachers. The Board will provide, contact, and pay for substitutes for teachers in Categories A and B. The Board will provide C and D teachers with this list. The C and D Category teachers will be responsible for getting their substitutes. The Board shall pay for all substitutes for those teachers whose sick day benefits are in effect.
- H. Lavatories and Lunchrooms. The Board agrees to provide a lavatory for the exclusive use of A.C.E. teachers at the F.A.C.E. location. The Board shall also provide for an adequate place to eat lunch.

ARTICLE D-9

PROTECTION OF TEACHERS

- D-9.1. It is agreed that the teacher's authority and effectiveness require administrative backing and support. The administration recognizes its responsibility and will give all reasonable support and assistance to the teacher with respect to the teacher's work obligations.
- D-9.2. The Board will reimburse teachers for damage or destruction of clothing or personal property of the teacher while on duty in the school up to an amount of \$250.00, if it is determined to be the result of the action of students, parents, or outsiders, or physical conditions in the building. This provision does not include theft of personal property unless the teacher was requested by an administrator to bring said personal property to the school building. Neither does it include damage or destruction which results from teacher negligence. It is understood that the employee will first seek reimbursement through his/her personal insurance policy. The Board's liability will be the amount of the policy deductible up to a maximum of \$250.00. Total annual liability under this Agreement shall not exceed \$5,000.00.

A joint committee, comprised of two administrators selected by the Board and two (2) teachers selected by the F.E.A., shall rule on the validity of all claims. In the event the committee cannot reach a majority decision, the superintendent shall review the claim and submit his vote which shall be counted in reaching a simple majority decision. The decision reached by this process shall be binding on both parties and cannot be grieved under the provisions of this Agreement.

D-9.3. Teacher Liability Protection. Teachers shall exercise reasonable care with respect to the safety of pupils and property and shall not be individually liable for any damage or loss to person or property except in case of negligence and/or neglect of duty.

D-9.4. Any case of physical assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to the teacher if it is determined that the teacher was acting in accordance with and within the scope of teacher's duties and authority and Board policy. The Board will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. Time lost by a teacher in connection with legal matters or injury resulting from any incident mentioned in this section shall not be charged against the teacher.

ARTICLE D-10

GRIEVANCE PROCEDURE

D-10.1 Definitions:

- A. A "grievance" is a dispute or claim involving the application or interpretation of this Agreement and/or the personnel policies issued from time to time.
- B. The term "teacher" may include a group of teachers who are similarly affected by a grievance.
- C. The term "days" when used in this section shall, except as otherwise indicated, mean Monday through Friday, inclusive. However, legal holidays and recesses, except the summer recess, shall not be considered as days under this section.

D-10.2 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. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

D-10.3 Structure:

- A. There shall be F.E.A. representatives for A.C.E. locations to be selected in a manner determined by the F.E.A.
- B. The Board hereby designates as its representative at Level One the supervisor of each building or program; and at Level Two the Director of A.C.E.
- C. The Board of Education hereby designates as its representative the superintendent, or his designee, when the particular grievance arises at Level Three.

D-10.4 Procedure:

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

A. Level One:

The teacher with a grievance shall first discuss the matter with the immediate supervisor, either individually or with an F.E.A. representative, with the objective of resolving the matter informally. The immediate supervisor shall make the decision known to the teacher within five (5) days. Any grievance not filed within ten (10) days of its occurrence shall be automatically closed.

B. Level Two:

The following grievances may be filed, in writing, at Level Two:

- 1) An unresolved grievance from Level One;
- 2) Grievances which similarly affect a group of teachers and/or school buildings and signed by an F.E.A. representative; and
- 3) Grievances which arise out of Board of Education action which are signed by the grievant or an F.E.A. representative.

The grievance shall be reduced to writing, and submitted within ten (10) days to the Director of the A.C.E. program. The Director within ten (10) days of receipt of the grievance shall arrange for a hearing. Within five (5) days of the conclusion of the hearing, the Director shall give a written disposition to the grievant.

C. Level Three:

In the event the grievance is not satisfactorily resolved at Level Two, the grievance shall be signed by the grievant and submitted within ten (10) days to the Director of Personnel. The Director of Personnel and an F.E.A. representative shall, within ten (10) days following receipt of the grievance, arrange for and hold a grievance hearing. The Director of Personnel shall give a written disposition within five (5) days of the conclusion of the hearing.

D. Level Four:

If the grievance is not satisfactorily resolved at Level Three, only the F.E.A. may request, within fifteen (15) days, that the matter be submitted to impartial arbitration. If the grievance is to be submitted to impartial arbitration, a request shall be sent to the American Arbitration Association requesting their services. The selection of an arbitrator and the conducting of the hearing will be in accordance with their procedures. The decision of the impartial arbitrator shall be final and binding on all parties. The impartial arbitrator shall have no power to add to, subtract from, disregard, alter, change or modify any of the terms of this Agreement. The expenses and fee, if any, of the impartial arbitrator shall be shared equally by both parties.

D-10.5. Rights to Representation:

A teacher may be represented at all meetings and hearings at all levels of the grievance procedure, excluding arbitration, personally, by another teacher or by another person; provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the F.E.A. Provided, further, when a teacher is not represented by the F.E.A., the F.E.A. shall have the right to be present and to state its view at all stages of the grievance processing. All essential witnesses may be required to attend grievance meetings.

D-10.6. Time Limits:

The time limits set forth above shall be strictly observed. Any grievance not processed to the next level within the time limits shall be considered automatically closed. If the Board fails to render the disposition within the time limits, the F.E.A. may automatically process it to the next step in the procedure.

The foregoing time limits may be extended by written agreement between the F.E.A. and the Director of Personnel.

D-10.7. Miscellaneous:

- A. The Director of Personnel and the F.E.A. may request that a grievance or potential grievance be discussed at a Professional Relations Committee meeting(s) in an attempt to resolve the matter. It is expressly understood that if a grievance, or potential grievance, is discussed by the Professional Relations Committee the time limits for filing, responding and appealing shall not run while the issue is before the Professional Relations Committee.
- B. All meetings involving grievances will be held during either unassigned time during the school day or after school hours. Meetings may be held, if necessary, during the school day by mutual agreement.
- C. During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
- D. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- E. Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate operation of the procedures set forth herein.
- F. An aggrieved teacher and/or a teacher duly authorized by the F.E.A. and representing the F.E.A. at a meeting or hearing involving grievance matters, including such arbitration as is required under this Agreement, held during a school work day shall be released from the teacher's regular duties without loss of salary or leave days, provided that not more than four such teachers shall be so authorized for each such hearing or meeting unless specific approval is obtained from the superintendent.

ARTICLE D-11

WORKERS' COMPENSATION

- D-11.1 No deduction shall be made from the pay of any teacher for absence resulting from injury received when on duty incidental to such employment, for which a medical report of injury or disability is issued by a physician, 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 workers' 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 issued after an additional examination to establish evidence of continued fitness to work. Further, that in case such injury extends beyond the seven day period, the Board will supplement the compensation award or other payment of an employee up to an amount equaling seventy (70) percent of the employee's regular gross pay during such period.
- D-11.2 The above referenced initial medical report of injury or disability is to be issued by a physician in the Board's official medical facility at no cost to the employee. However, the employee who has: 1) notified the Ferndale Business Office and, 2) has obtained the initial medical exam and report from a Board approved medical facility may, after ten days from injury, go to their own physician for care. The Board will not be liable for payments to employees or their doctors, clinics, or hospitals when the above conditions are not met except when serious emergency care is required.

ARTICLE D-12

LEAVES OF ABSENCE

- D-12.1 Maternity. At the teacher's option, the teacher may go on an unpaid maternity leave for up to one school year. Verification of pregnancy by the teacher's physician is necessary.

Application. The teacher shall notify the employer of said leave by sending notification to the A.C.E. Director by the beginning of the ninth (9th) month of pregnancy. Such notification shall give the approximate date, or definite date if known, when the leave is to begin. It shall also state the expected date of return. Said return shall be at the beginning of the second semester or at the beginning of the new school year, as determined both by the availability of a position for which the teacher is certified and qualified and the teacher's choice of either of these return times.

D-12.2 Health Leave. Upon verification of medical disability by the teacher's physician, the teacher may go on a health leave of absence for up to one school year. The leave shall be unpaid except for the use of current sick days and sick days which have been accumulated. Such days shall be used at the beginning of the health leave.

Application. The teacher shall notify the employer of said leave by sending notification to the A.C.E. Director. Such notification shall give the approximate date, or definite date if known, when the leave is to begin. It shall also state the expected date of return. Said return shall normally be at the beginning of the new school year or the beginning of the second semester, depending upon the availability of a position for which the teacher is qualified and certified and the teacher's choice of either return time. The above stated restrictions shall not prevent a teacher from returning at another time if a position for which the teacher is certified and qualified is available. The teacher will notify the Director of A.C.E. of intent to return and provide medical verification that the teacher's recovery is complete or will be complete by the return date.

ARTICLE D-13

TENURE

D-13.1 There shall be no tenure in position. However, the Tenure Act shall apply to adult education teachers in Categories A, B, C and D, provided the law continues to allow A.C.E. teachers to be covered under the Tenure Act.

D-13.2 Per the above section 13.1, all provisions of this personnel policy are to be in compliance with the MICHIGAN TEACHERS' TENURE ACT, so-called, i.e., Act Number 4 of the Public Acts of the Extra Session of 1937, as amended, through the life of this Agreement, said Act having been adopted in this school district by referendum vote on June 8, 1943.

D-13.3 A teacher on continuing tenure whose work is not satisfactory shall be dismissed in accordance with the provisions of Article IV of the MICHIGAN TEACHERS' TENURE ACT.

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

ARTICLE D-14

MISCELLANEOUS

D-14.1 Master Agreement.

A. The Board at their expense shall provide copies of this agreement to each member of the bargaining unit and 50 copies to the F.E.A. Said copies shall be distributed within 30 days of ratification by both parties.

ARTICLE D-15

PAY SCHEDULES AND PAY DATA

D-15.1 A. Ferndale/Dak Park programs for Categories A, B, C, D and E-1:

	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
1.	13.50	13.70	13.85
2.	14.37	14.57	14.72
3.	15.23	15.43	15.58
4.	--	15.85	16.00
5.	--	--	16.47

B. Ferndale/Dak Park Category E-2 teachers:

	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
1.	8.50	8.60	8.70
2.	11.15	11.25	11.35
3.	13.80	13.90	14.00

C. Ferndale/Dak Park Category E-3 teachers:

	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
1.	6.90	7.00	7.10
2.	7.50	7.60	7.70
3.	8.20	8.30	8.40

D. Category F teachers shall be paid a minimum of \$5.00 per hour.

D-15.2 One retroactive pay adjustment for teachers employed in the 1989-90 school year will be made for teachers in the Ferndale/Dak Park program according to their work schedule in 1988-89. The amounts shall be as follows:

Category A -- 39 cents (.39) per hour @ 1,105 hours = \$431.00

Category B -- 39 cents (.39) per @ 918 hours = \$358.00

Category C -- 39 cents (.39) per hour @ 633 hours = \$259.00

Category E-1 -- One E-1 teacher who worked 25 hours or more will be paid retroactive rate according to the above Category B of this section; one Category E-1 teacher who worked 15 hours or more will be paid according to Category C above of this section.

16D

D-15.3 Paid Non-Instructional Time for all Programs:

A. Category A: 5 hours paid additional non-instructional time per week.

Category B: 3.5 hours paid additional non-instructional time per week.

Category C: 2 hours paid additional non-instructional time per week.

Category D: 64 hours of pay for each 60 hours of instruction per semester taught.

Category E-1, E-2 and E-3 will be paid additional non-instructional time as follows:

- . Teachers working 30 or more hours per week:
3 additional hours per week.
- . Teachers working 20 or more, but less than 30:
2 additional hours per week.
- . Teachers working 10 or more, but less than 20:
1 additional hour per week.
- . Teachers working less than 10 hours per week:
0 additional hours per week.

Category F: None.

Sections 15.3.B and C are exceptions to the above (15.3.A.).

B. English as a Second Language teachers who were teaching ESL classes in 1988-89 and continue to be in that program in 1989-90 shall be paid for 25 hours per week and shall not receive additional non-instructional pay time as listed in the above Categories.

C. A teacher teaching in both the day time and evening A.C.E. programs shall be placed in the category which will reflect the program in which the larger number of hours are worked. (i.e., Teacher X is teaching 23 hours per week in the day time program and 3-3/4 hours in the night program. Teacher X shall then be in Category C.)

D-15.4 Southfield and Clarenceville programs for Categories A, B, C, D, (and E and F if the Ferndale Board of Education operates the program).

	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
1.	13.50	open	open
2.	14.37	open	open
3.	15.23	open	open

- D-15.5 Pay Periods. Teachers in Categories A and B may have a choice as to the number of pay periods per school year if accounting and equipment will allow.
- D-15.6 Credit Unions. Teachers shall have the right to select payroll deductions for Credit Union One and/or SOC Credit Union.
- D-15.7 Jury Duty. A teacher required to serve as a juror in any proper court of jurisdiction will continue to be paid his regular salary during such term of jury service. To qualify for salary payment the teacher must endorse, and deliver all checks of payment for jury duty over to the school district, except those monies paid to the teacher for expenses such as mileage, phone calls, or meals.
- D-15.8 Parking Costs. The Board will pay for parking costs when such costs are incurred because free parking facilities are not available, except that the Board will not be liable for illegal parking violations.

ARTICLE D-16

INSURANCE

- D-16.1 The Board shall provide MESSA Care I for teachers in Ferndale/Oak Park programs only and in the following Categories and manner:
- A. In Category A the Board shall pay the total premiums for the employee (single subscriber) in 1989-90. In 1990-91 the Board shall pay the total premiums for the employee, spouse and eligible dependents.
 - B. In Category B the Board shall pay the total premium for the employee only (single subscriber) beginning with the start of the 1991-92 A.C.E. program.
- Insurance premiums shall be paid for the summer months (June, July and August): 1) if the employee has taught the entire program year, or 2) finished the program year and is planning on returning to the A.C.E. program for the next school year, and 3) has taught one day in final month of the program for that year and has also taught a majority of the days of that year's A.C.E. program.
- D-16.2 Category B and C teachers may buy in, at their option, if allowed by carrier.
- D-16.3 Category A and B can buy "up" (i.e., from single subscriber to two (2) people or full family) as allowed by the carrier.

ARTICLE D-17

SICK AND PERSONAL DAYS *

D-17.1 Category A and B Employees:

During the 1989-90 A.C.E. school year, Category A and B employees shall be entitled to three (3) paid days per semester for his/her use as follows:

<u>1st Semester</u> 3 Sick Days or 2 Sick Days and 1 Personal Day	<u>2nd Semester</u> 3 Sick Days or 2 Sick Days and 1 Personal Day
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During the 1990-91 and 1991-92 A.C.E. school years, Category A and B employees shall be entitled to four (4) paid days per semester for his/her use as follows:

<u>1st Semester</u> 4 Sick Days or 3 Sick Days and 1 Personal Day	<u>2nd Semester</u> 4 Sick Days or 3 Sick Days and 1 Personal Day
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D-17.2 Category C Employees and E Employees

During each of the 1989-92 A.C.E. school years, Category C employees and E employees who work at least 20 hours/week shall be entitled to two (2) paid days for his/her use as follows:

<u>1st Semester</u> 2 Sick Days or 1 Sick Day and 1 Personal Day	<u>2nd Semester</u> 2 Sick Days or 1 Sick Day and 1 Personal Day
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D-17.3 Category D, E-2, E-3, and F do not have any paid sick or personal days.

D-17.4 Unused sick days may accumulate in employee's personal sick bank up to ten (10) days. An interruption of service (leave, unemployment for a semester or more, etc.) discontinues accumulation.

* Article D-17 is derived from Article D-2. except Section D-17.2 which references Article D-15.3, Category E-1, E-2 and E-3.

