

AGREEMENT

between

**THE BOARD OF EDUCATION
OF
FERNDALE PUBLIC SCHOOLS**

and

THE FERNDALE EDUCATION ASSOCIATION

**2012-2013
Extended through 2017**

This agreement was implemented for the 2012-2013 school, and extended through the 2016-2017 school year through separate agreements in 2013 and 2014. The original document, and the actual agreements from 2013 and 2014, are the governing agreements between the Association and the District. This document reflects the changes made by the agreements for the sake of clarity.

FERNDALE PUBLIC SCHOOLS



TOGETHER

Ferndale Public Schools

2920 Burdette
Ferndale, MI 48220


Blake J. Prewitt

Jim O'Donnell

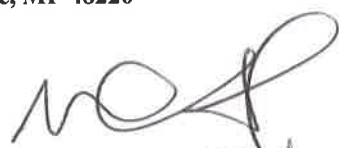

Maurice Telesford

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF THE
FERNDALE PUBLIC SCHOOLS
AND
THE FERNDALE EDUCATION ASSOCIATION

This Collective Bargaining Agreement is entered into this 1st day of July 2012, and goes into effect at 12:01 a.m., July 1, 2012, by and between the Board of Education for Ferndale Public Schools, 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 Ferndale Public Schools, 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
- Instructional Lead Teachers
- Media Specialists
- Vocational Education teachers
- Occupational and Physical Therapists
- Ferndale CASA teachers
- School Social Workers
- School Psychologists
- Speech and Language Pathologists
- 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 Public Schools as regular teachers during the normal school year.
- Academic Case Managers ³

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
- Deputy Superintendent(s)
- Director of Human Resources
- Business Manager
- Director(s)
- Assistant Superintendent(s)
- Associate Superintendent(s)
- Principal(s)
- Administrative Assistant(s)
- Assistant Principal(s)
- Adult Education Building and Program Supervisors/Coordinator
- Adult Education Head Counselor

Also excluded are office and clerical employees and such other personnel represented by other bargaining units.

¹See Schedule C.

²See Schedule D.

³See Schedule E.

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, Assistant/Associate Superintendent, 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. Wages and mandatory terms of employment for FEA members in any new program shall be negotiated with the FEA.

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, sexual preference, age, disability or other legally protected classification, 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 protected classes will be equally considered under the provision of this Agreement and in accordance therewith.

2.7 Dues Deduction

MCL 423.210(1) provides that school districts may no longer collect or assist in collecting union dues. Therefore, all references to dues deduction in this Master Agreement have been removed. However, the District agrees that, if this law prohibiting payroll deduction of union dues is changed to permit such collection of dues, the District will be willing to enter into a Letter of Agreement to reinstate dues collection as provided in the parties' 2009-2011 Master Agreement. .

2.8 No Denial or Restriction of Rights

Nothing contained herein shall be construed to deny or restrict 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 **Right to Associate**

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/her membership in the Association, his/her participation in any activities of the Association, or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.

3.2 **Use of School Facilities**

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 **Communication Services**

The F.E.A. may use the districts communication services and teacher mailboxes for its business and social event 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 **Financial Information**

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. Information regarding instructional budget allocations for schools and programs shall be made available to staffs.

3.5 **Board Agenda Information**

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 **Miscellaneous Information**

Copies of the formal staff study proposals 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.

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 annual 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. The shared time teacher shall gain knowledge of and shall carry out the tasks discussed and initiated at staff meetings and department meetings.

3.8 Membership Pins

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 Responsibility to Perform Duties

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 or vice president before it is submitted to the Board.

The Ferndale Education Association, hereinafter called the "Association," and the Ferndale Board of Education, hereinafter called the "Board," in good faith, have reached this Agreement. The effect of this Agreement is to release the Association President from teaching duties one-half of the teacher workdays prescribed in the collective bargaining agreement, Schedule B. The release time shall begin on the first day of the first semester and shall end the last day of the second semester in the year of expiration of the President's term of office. In the event of a change in the Presidency, the President-elect shall contact the Director of Human Resources to make arrangements for released time. The Past-president will return to a full-time teaching position for which qualified and certified.

The President shall serve the needs of the Association as well as assist the Board of Education in developing district-wide collaboration mechanisms and structures that are not limited to but include site-based decision making, school improvement plan(s), explore in detail the concept of win/win bargaining, and other examples of collaborative action.

The Association President shall be released without loss of salary, insurance protection, seniority, or other benefits, provided for in this Agreement or by law. Elementary teachers shall be released on a one-half time basis; junior high teachers shall be released three (3) out of six (6) classes each semester; secondary teachers shall be released on the basis of one-half time which may be made up of a class load of three (3) out of five (5) classes one semester and two (2) out of five (5) classes the second semester, or any other mutually agreeable pattern. The Board may employ substitute teachers in the class(es) affected by the release of the FEA President. The parties understand and agree that all normal duties associated with teaching shall be retained by the released President for the class(es) retained.

Since the Association President performs services which are of value to both the Association and the Board, the Board accepts the foregoing as reimbursement for payment of these items referred to in MCLA 38.1371(5)(8).

3.11 Review of Personnel File

Each teacher shall have the right, upon written request; to review the contents of the 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 or the teacher's authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the teacher.

All communications, including evaluations by the 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 a copy sent to the teacher within ten (10) work-days of its inclusion. A teacher will be given thirty- (30) workdays to furnish written comment for entry into the

file. Anonymous complaints shall not be considered valid. The confidentiality of personnel files shall be maintained.

3.12 Right to Representation

A teacher shall, at all times, be entitled to have a representative of the F.E.A. present when the teacher is being warned, reprimanded, or disciplined for any infraction of discipline or delinquency in professional performance. Any such warning, reprimand, or disciplining shall be done in a private meeting. There is no entitlement to representation for performance evaluation meetings.

When a request for such representation is made, no action shall be taken with respect to the teacher until a 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 meeting, then the representative shall meet with the parties no later than the following day.

3.13 Standard for Disciplinary Decisions

Any discipline, reduction in rank or compensation or discharge asserted by the Board against an employee subject to the Michigan Teacher Tenure Act, as amended, shall not be arbitrary and capricious. With regard to employees who are not subject to the Michigan Teacher Tenure Act, as amended, including, but not limited to, occupational therapists, physical therapists, speech therapists, and social workers, such employees shall not be disciplined, reduced in rank or compensation, or discharged without just cause. For all employees, such discipline shall be subject to the grievance procedure as set forth in Article 23 of this Master Agreement. However, when dealing with dismissals or suspensions without pay of a tenured teacher, Level Four (4) of the grievance procedure as modified in Article 23.4(d), paragraphs 2 and 3 shall apply.

3.14 Academic Freedom

The parties seek to educate young people in the democratic traditions, to foster 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.

3.15 Assignment of Duties

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 Statement of Board Rights

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 List of Board Rights

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 unless the subject of the rule or policy is a prohibited subject of bargaining. Written notification of any proposed change of a rule or policy shall be given to the President of the F.E.A. prior to any Board action. (The intent is to give approximately one (1) month to react.) 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, training or evaluation of performance of bargaining union 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 Non-Involvement of Students

The parties will attempt to prevent children from involvement in Association/Board controversies.

4.4 Non-Waiver of Rights

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 the Board has exercised such rights in the past.

ARTICLE 5—JOINT RESPONSIBILITIES

5.1 No Strike

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, sit-down, 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 No Lockout

The School Board will not lock out any employees.

ARTICLE 6—PROFESSIONAL COMPENSATION

6.1 Compensation of Teachers

The Board will develop a performance based method of compensation for teachers as required by law. Total compensation includes Schedule A as negotiated by the parties. The compensatory Schedule A is based upon a normal weekly teaching load during normal teaching hours hereinafter defined in Schedule B (Calendar). Compensation of teachers covered by this Agreement is set forth in the performance base method of compensation developed by the Board and 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.

6.2 Reporting of Teachers

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.

6.3 Holidays

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.

6.4 Prior Experience

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.

6.5 Extra-Curricular

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.

6.6 Master's Degree Earned

- A. Upon the receipt of certification by the Deputy Superintendent of Administrative Services 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 Deputy Superintendent of Administrative Services 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 Deputy Superintendent of Administrative Services 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.
- A. 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.

6.7 Work Schedule

- 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 workday of the contractual academic year contains six hours of classroom teaching time. For purposes of computing extra contractual/extra curricular classroom teaching pay, it is assumed that the workday is eight hours. In effect, this assumes that twenty minutes of additional time is required for each classroom-teaching hour.
- B. For purposes of computing this formula only, we assume that the contractual year involves forty- (40) weeks of five (5) days each, for a total of two hundred paid days. Having assumed that each day is equivalent to eight (8) hours, this then means that the contractual year for the purpose of this formula is made up of 1600 hours.
- C. 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).

6.8 Payment of Compensation

- A. For the 2009-2010 and 2010-2011 school years, teachers will receive their annual salary in accordance with Schedule A of the Agreement in twenty-six (26) equal bi-weekly payments. Teachers may elect to receive their annual salary in twenty-one (21) equal bi-weekly payments, 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. For the 2011-12 school year, teachers will receive their annual salary in accordance with Schedule A of the Agreement in either twenty-one (21) equal bi-weekly payments which will represent full payment of salary for the contract year or twenty-two (22) pay periods which shall be twenty-one (21) pays of a twenty-six (26) pay cycle with the twenty second payment being a lump sum of the balance due. Teachers who elect to receive their annual salary in twenty-one (21) equal bi-weekly payments must provide

written notice of such election to the payroll office on or before August 1 of the fiscal year in which such election is to apply. Such election shall remain perpetual unless request for change by employee is submitted in writing to the payroll office prior to August 1 of the current year.

- 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. (Applies to 2009-2010, 2010-2011)
- 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. (Applies to 2009-2010, 2010-2011 school years)
- D. Scheduled paydays are set forth in Schedule B, Section 2. For the 2009-10, 2010-11 school years FEA members may select one the following options for direct deposit of compensation: 1) receive a payroll check with no direct deposit, 2) receive a payroll check and also make a payroll deposit to one institution or 3) not receive a payroll check and choose direct deposit to two institutions. Nothing in this section is intended to change current procedures for TSA (403B/457) deposits. Beginning with the 2011-12 school year, teachers will receive their annual salary and any additional compensation in accordance with Schedule A of the Agreement through Direct Deposit.

6.9 **Mileage Reimbursement**

Mileage shall be paid to the K-12 education teachers at the current IRS rate if they are teaching consecutive assignments at more than one location during the same day or if they are directed to go to a building in which they do not usually teach by an administrator for the purpose of conducting school business.

ARTICLE 7—HOURS, WORK-DAY AND WEEK

7.1 **Work Week**

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

7.2 **Work-day**

Each workday of the contractual academic year contains at least the State minimum of required instructional hours. 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 materials, etc. Teachers will be advised of the bell schedules in each of the buildings by letter at the beginning of the school year. The teacher's workday shall start five (5) minutes prior to the start of the student workday, and end fifteen (15) minutes following the last class of the day. Building PRC committees in collaboration with the building principal can modify the start and end times for their building within the 20-minute parameters referenced above. Accordingly, the normal teaching day inclusive of the aforementioned starting and ending times shall be:

- A. **HIGH SCHOOL (Grades 9-12)** The high school work day will be seven hours and twenty minutes. All high school teachers shall be entitled to no less than a thirty- (30) minute duty-free lunch period.
- B. **FERNDALE MIDDLE SCHOOL (Grades 7-8)** The work day at Ferndale Middle School will be seven hours and twenty minutes All middle school teachers shall be entitled to no less than a twenty-eight-- (28) minute duty-free lunch period.
- C. **COOLIDGE INTERMEDIATE SCHOOL (Grades 4-6)** The workday at the Intermediate School will be seven hours and twenty minutes. All intermediate schoolteachers shall be entitled to no less than a twenty-eight-(28) minute duty-free lunch period.
- D. **ELEMENTARY SCHOOLS** The workday at the Elementary Schools will be seven hours and twenty minutes.

All elementary teachers shall be entitled to a fifty- (50) minute duty-free lunch period, except on rotating duty days, in which case the duty-free lunch period shall be twenty-five (25) minutes. (See Section d.1 and d.2 below).

1. Teacher Starting & Ending Times--The starting times for elementary schools may vary between 7:55 a.m. and 8:55 a.m. because of constraints imposed by the student transportation system. The ending times for elementary schools may vary from 2:50 p.m. to 4:00 p.m. The normal starting time is 8:10 a.m. and the normal ending time is 3:20 p.m.

2. **Rotation of Duty Days/Elementary**-- Elementary teachers on a rotational schedule, will be available in the buildings for emergencies during the lunch hour when the principal is not in the building. It is agreed that administrative supervision will normally be in the building during the students' lunchtime. 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 Professional Development Days

In addition to the regularly scheduled professional development days provided by the district during the 2014-2015 school year members will work two additional professional development days. These days will not impact the number of students days with both days scheduled at the discretion of the employee, with prior notification to the principal and consistent with the school improvement plan of the member's respective school and with documentation of completion provided to the district.

7.4 Records Days

Members will be allowed to work at home on two records days (one at semester break and one at year end).

7.5 Annual Work Days

During the 2015-2016 school year, total teacher work days will be 185 days.

7.6 Special Education Lunch Coverage

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.

7.7 Breakfast Supervisors

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

ARTICLE 8—TEACHING LOADS AND ASSIGNMENTS

8.1 Teacher Availability to Students

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 Class Period/Preparation*

- A. The normal weekly teaching load in the senior high school will be no more than twenty (20) teaching periods of fifty-seven (57) minutes each and five (5) teaching periods of sixty-four (64) minutes each, and five (5) unassigned preparation periods of fifty-seven (57) or sixty-four (64) minutes each depending upon the class hour the preparation period is assigned.
- B. The normal weekly teaching load in the middle school will be no more than thirty (30) teaching periods or activity periods of forty-eight (48) minutes each and five (5) unassigned preparation periods of forty-eight (48) minutes each and five period of sixty-eight (68) minutes which include a twenty (20) unit room. 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. The normal weekly teaching load in the intermediate school will be no more than twenty (20) teaching periods of fifty one (51) minutes and five (5) unassigned preparation periods of fifty one (51) minutes.
- D. 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.

*Use/purpose of prep time, see Article 25

8.3 Elementary 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. Each building through its Site-based Decision Making/School Improvement Committees will propose alternate solutions to split sections.

8.4 Teacher Qualifications

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. Teachers must be certified and highly qualified in the subjects they teach according to state and federal law.

8.5 Grade Level/Subject Assignments

The grade level and subject assignment of teachers will be solely made by the Board. Teachers will be notified of their assignments as soon as practicable.

ARTICLE 9—TEACHING CONDITIONS

9.1 Optimum School Facility Usage Policy

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/her review and approval.

9.2 Teacher's Use of School Day

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 Class Size

- A.** It is agreed that the class size limit for grades kindergarten through sixth, inclusive, shall be kindergarten: 28 students; grades 1, 2 and 3: 31 students; grades 4, 5 and 6: 34 students; elementary vocal music: 40 students. Elementary circuit teachers in art, physical education, vocal music, and library shall be included in the above listed class size limits. Under unusual conditions the Association and Administration agree to meet to resolve the problem.
- B.** It is agreed that class size limits will not be used to prohibit or restrict offerings to handicapped students or to cause them to be transferred from the neighborhood school without parental consent. Special Education students who are mainstreamed into regular classrooms shall be counted as follows in determining the class size for this article:
 - (1) Elementary learning disabled (L.D.) shall be counted as one (1).
 - (2) Elementary special education self-contained shall be counted as two (2).
 - (3) 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 limits for special education classes shall not exceed the current State of Michigan allowed limits.
- 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 Teacher/Pupil Ratio

The over-all teacher/pupil ratio of 1:24 shall be maintained excluding special education teachers and students.

9.5 Supplies

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

9.6. Facilities for Teacher's Use

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 not be permitted. A computer will be made available in each building for teacher use. The Board agrees to provide a bulletin board in each teacher's 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.

9.7 Parking Facilities

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

9.8 Privacy

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.

9.9 Without Discrimination to Staff or Student

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, disability or other legally protected classification, 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, national origin, disability or other legally protected classification, marital status or membership in or association with the activities of any lawful employee organization, and to seek to achieve full equality of educational opportunity to all of these pupils.

9.10 Supplies Needed

Ten (10) days prior to the first day of the school year, the building P.R.C. may 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.

9.11 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.

9.12 Referral Log

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

9.13 Training/Limitations Regarding Medically Fragile Students

The Administration shall provide training for all teachers having to serve the medically fragile student. Regular classroom teachers will not be required to administer tracheotomy/suctioning, catheterization (including clean intermittent catheterization) or tube feeding to students. Any and all medical services to students who are medically/physically fragile shall be performed by aides and/or other qualified professionals.

ARTICLE 10—PROMOTIONS & VACANCIES

10.1 Announcement of Vacancy

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. Notice of available openings will be transmitted to all employees via the email system. 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 Promotion

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 Vacancy

Any teacher may apply for a vacancy in a position considered to be a "Promotion" as defined in Section 2 above. In filling a bargaining unit position 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. However, in all appointments to vacant positions, the Board's decision shall be final.

10.4 Summer Postings

If a vacancy shall occur during the summer vacation period, the Board shall notify those teachers who have indicated by written notice to the Human Resources Office, dated on or before the last work-day of the teachers' regular school 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 Promotion/Return to Teacher Status

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, subject to the following conditions:

- A. Current Ferndale School District administrators shall have their FEA bargaining unit seniority frozen as of June 1993 and there shall not be any additional accrual of bargaining unit seniority.
- B. Effective July 1, 1993, any bargaining unit member who becomes an administrator shall cease to accrue seniority from the time he/she leaves the bargaining unit.
- C. Administrators who have never been a member of the bargaining unit shall not accrue bargaining unit seniority.
- D. Bargaining unit members assigned to an administrative intern position shall accrue bargaining unit seniority for a period not to exceed one year.

10.6 Posting of New Bargaining Unit Positions and Vacancies

- A. 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.
- B. 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 Deputy Superintendent of Administrative Services requesting such posting. The Deputy Superintendent of Administrative Services shall send posting to those teachers who submit said letter.

ARTICLE 11—TRANSFERS

11.1 Voluntary Transfers

- 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 for position transfers must be made by April 15, stating the positive reasons for the transfer and stating the grade(s) requested. Such requests should preferably be submitted to the Deputy Superintendent of Administrative Services through the principal; however, if desired, requests may be made directly to the Deputy Superintendent of Administrative Services. If it is desired that the requests be kept active, they should be renewed annually.
- B. **Approval or denial of the request is at the sole discretion of the Board.** Employees considered by the Board will be informed of approval or denial of the request.

11.2 Involuntary Transfer

- A. 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.
- B. Involuntary transfers may be affected 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.
 - 5) **And for any other reason as deemed appropriate by the Board.**
- C. 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 of assignment that is made by the Friday after count day for the first semester after the school year begins for students. Any transfer within a building or within certification is not an involuntary transfer except at Kennedy Magnet School or 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 the certifications and endorsement regulations required by Federal and State laws.	
K-6 classrooms	At least elementary certification and as required by State or Federal law or regulations.
Elementary special subject (art, music, physical education, etc.)	At least a minor in the subject to be taught and as required by State or Federal law or regulations.
Middle school	At least a minor in the subject to be taught and as required by State or Federal law or regulations.
High schools	At least North Central recommendations and as required by State or Federal law or regulations.

ARTICLE 12—LAYOFF AND RECALL PROCEDURES

12.1 Definition of Layoff

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 Procedure of Layoff

- A. Layoff and/or recall shall follow the policies and procedures established by the Board in its sole discretion.
- B. 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. February 1 shall be the final date for submission of endorsed teaching areas for all purposes relating to layoff and recall.

- C. **Substitute Teaching**--Laid off teachers who desire to substitute shall notify the Board in writing and will be given preference to substitute teaching positions, including long-term substitute positions.

12.3 Insurance During Layoff

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 Unemployment Benefits

A teacher who is laid off 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 reimburse the Board 85% of the unemployment compensation received.

A teacher who is responsible for reimbursing the Board 85% of his/her unemployment compensation will repay the Board according to Option 1, described below, unless they notify the Board they prefer Option 2 within 15 days of receipt of Notification to Repay. The Board will notify the teacher of its intention to recover 85% of the employment compensation once the district receives notice of the amount of unemployment compensation received.

- Option 1.** The 85% repayment will be made on a bi-weekly basis through payroll deduction over the remaining scheduled pay periods for the employee with the full debt repaid by June 30 of each year.
- Option 2.** The teacher may write a check to the school district to repay 85% of the unemployment compensation received.

The Board agrees to reference this section in the initial layoff letter.

12.5 CASA

Once each year, at the request of either party, the Association and the Board shall meet to discuss and, 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/Worker's Compensation

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 Sick Days Earned

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 14.2.B.

13.3 Absences at Start of School Year

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 Absences Prior/After Holiday

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/she shall receive pay for the day absent providing he/she submits proof of his/her illness, for example, a statement by his/her physician and provided, further, that he/she is eligible for any compensation during the pay period in which such holiday occurs.

13.5 Absence Abuse

When an employee has been absent because of illness and/or when a pattern of absences develops which suggests abuse of the absence policy, the Board may require, at no expense to the employee, 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 District Professional Relations Committee as indicated in the guidelines found in Article 13.7. 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 as indicated in the guidelines found in Article 13.7.

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 for unwarranted reasons 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 Deputy Superintendent of Administrative Services, 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. However, members will be allowed to use one of the three (3) annual personal days without providing rational to administration. The use of personal business days for extenuating reasons may be granted at the discretion of the Superintendent. 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 stated emergency and/or extenuating circumstances, which cannot be handled outside the hours of the normal workday, such as:

- Serious illness in the immediate family (or close relative)

- Death in the immediate family
- Funerals
- 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
- Personal family emergency

13.8 Religious Holidays

Three (3) religious holidays shall be added for teachers who observe religious holidays provided the teachers report these days to the building administrator at the beginning of the school year. The days used will not be deducted from the teacher's personal business bank nor will the teacher be docked for these days.

13.9 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.

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:

- 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 Ferndale Public Schools. Except for military leave, health leave, or maternity leave, no leave shall conflict with the employee's contractual obligations with the school district.
- C. All 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.

A second leave, or an extension of any type of leave, may be granted only with the recommendation of the Superintendent.

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

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, at no cost to the employee, to be filed with the Human Resources Office stating the teacher's condition.
- 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 13, Section 13.2 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, 14.2.B, 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 Leaves**
1. **Long Term Child Care Leave** is defined as a leave of absence that is without pay or increment and does not exceed one (1) year. There are two (2) types of Long Term Childcare Leave defined in a) and b) below. In both a) and b), the requesting teacher shall return to work at the beginning of one of the following: 1) the next semester; or 2) the next school year. This decision is made by the teacher at the time of the initial, written request.
 - a) A leave of absence for childcare that begins when a pregnancy disability leave ends (see 14.2.B. above). This childcare leave is requested at the time of or during a pregnancy disability.
 - b) A leave of absence for childcare that is requested due to the stated need of a teacher. The granting of such leave shall be at the discretion of the Superintendent.
 2. **Short Term Child Care Leave** is defined as a leave of absence that is without pay or increment and that lasts for up to four (4) weeks following a pregnancy disability leave (see 14.2.B. above). In addition, this leave may not end within the last two- (2) weeks of a semester or school year.
 3. Teachers returning from maternity, pregnancy disability, or child care leave, who were replaced by substitutes during the full term of the leave, may be able to return to the same classroom position at the beginning of the next school year.
 4. A new parent who is not the birth parent of the child may use up to 10 days of paid sick leave for the purposes of parenting a newborn child.
- 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 non-renewal of contract.
 4. Any reason which the Board and Association mutually agrees, is justified.
 5. The teacher will be employed in another school district, public or private, during the leave.
- M.** 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 2.A). It is further understood that in order to qualify for other benefits provided in this Agreement, the returning teacher who satisfies the requirements to return to active service outlined in Section 2.A of Article 14 above must be reemployed on an active full-time basis for a minimum of two years.
- 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:
1. The position vacated is other than temporary.
 2. Is discharged from the Armed Services with not other than honorable conditions.
 3. Applies for reemployment within ninety- (90) days after discharge or from hospitalization continuing after discharge.
 4. Is still qualified to perform the duties of the position.
 5. Is at the end of the teacher's military obligation, if drafted, or at the end of the first voluntary enlistment. If the teacher reenlist under either of the above-mentioned conditions, this section does not apply.
- In the event of reemployment, the following provisions shall apply:
1. Accrual of seniority shall be granted.
 2. 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
 3. 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.

14.4 Family & Medical Leave Act of 1993

All rights, obligations, and terms under the Family & Medical Leave Act of 1993 ("FMLA") and this section will be interpreted according to applicable law. The FMLA requires covered employers to provide "eligible" employees up to 12 weeks of unpaid, job-protected leave for certain family and medical reasons and up to 26 weeks of such leave to care for a covered service member. Employees are eligible to take FMLA leave for a qualifying reason if they have worked for a covered employer for at least 12 months, and for 1,250 hours over the 12 month period immediately preceding the leave, and if there are at least 50 employees within 75 miles.

A. Reasons for Taking FMLA Leave

Up to 12 workweeks of unpaid leave must be granted for **any** of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
 - to care for the employee's spouse, son or daughter, or parent, who has a "serious health condition;"
 - for a "serious health condition" that makes the employee unable to perform the employee's job;
- or**
- for any "qualifying exigency" because the employee's spouse, son or daughter, or parent is on active duty or call to active duty in the National Guard or Reserves in support of a contingency operation (or is a retired member of the Armed Forces or Reserves and has been called to active duty).

Up to 26 workweeks of unpaid leave during a "single 12-month period" must be granted to an eligible employee who is a spouse, son or daughter, parent, or next of kin of a covered service member with a serious injury or illness to care for that covered service member.

At the employee or employer's option, certain kinds of paid leave may be substituted for unpaid leave. In these situations, paid leave will run concurrently with unpaid FMLA leave to the fullest extent allowed by applicable law.

B. Intermittent or Reduced Schedule FMLA Leave

Under some circumstances, employees may take FMLA leave intermittently – taking leave in separate blocks of time for a single qualifying reason – or on a reduced leave schedule – reducing the employee's usual weekly or daily work schedule. Intermittent or reduced schedule leave for the birth or placement of a child for adoption or foster care may be taken only with approval by the District. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to disrupt the District's operations. Employees taking intermittent or reduced schedule leave must follow the District's standard absence reporting procedures absent unusual circumstances.

Special FMLA rules apply to teachers or other instructional employees who need intermittent or reduced schedule leave for more than 20% of the total number of working days over the period the leave would extend, or whose leave will occur at the end of the term or semester. In these circumstances, the District may require the teacher to take leave for a fixed period or temporarily transfer to an alternate position. Employees will be informed if the special rules apply to their leave.

C. Advance Notice and Medical Certification

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable." Where 30 days advance notice is not possible, the employee must provide notice as soon as is practicable (generally either the same or next business day).
- The employee must provide sufficient information to allow the District to determine if the leave may qualify as FMLA leave as well as the anticipated timing and duration of the leave.
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

D. Job Benefits and Protection

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."
- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

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 whose 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) days of their advanced 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 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.
- C.** If the number of days in the Master Sick Bank falls below fifty- (50) days, of funding prior to the end of any school year, the Association will notify the Board to make a transfer of one (1) day from each teacher's accumulated sick bank to the Master Sick Bank.
- D.** 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.
- E.** Subsequent to deducting days pursuant to Article 26 (Retirement Sick Day Bonus), the Board of Education agrees to deposit into the Master Sick Bank 100% of any remaining days in the current allowance of teachers who retire per MPSERS.

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.

There will be no Master Sick Bank usage in a probationary teacher's first year of employment. In the second and third years of the probationary period, an eligible member may only use up to a maximum of 20 days, cumulatively, in years two and three of his or her probationary period. In the fourth year of employment during the probationary period and beyond, eligible members will be subject to a maximum usage cap of 75 days.

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 seventy-five (75) days, in a lifetime, 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.** Uniserv Director 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.** A teacher returning from a sick leave, having used their entire sick bank, shall be allowed to borrow up to a maximum of three (3) sick days and pay these days back the next school year. Further, the Association (FEA) will reimburse the Board the three- (3) days pay in case the

teacher does not return the following year and does not reimburse the Board the three days pay.

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/her 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 Required Physical

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.
 - 1. Negative tuberculin test reports will be accepted in lieu of x-ray reports.
 - 2. If the initial tuberculin test results in a positive reaction, it should not be repeated and a chest x-ray must be obtained.
 - 3. 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.
 - 4. Other exceptions may be considered upon the written recommendation of the employee's private physician.

16.2 Physical Cost

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 (B) above, through the teacher's private physician, the teacher will be responsible for paying the costs.

16.3 Return to Work/Extended Absence

The Board may grant an unrequested leave of absence to an employee because of physical or mental disability for a period not to exceed 1 year, subject to renewal at the will of the Board. As a condition of reinstatement at the expiration of the unrequested leave of absence, an employee shall obtain a physician's certificate to establish evidence that the employee is able to perform his or her essential job functions. A physician of the teacher's choosing shall perform said exam. 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.

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. A physician of the teacher's choosing and at Board expense shall perform said exam. 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 Personal Medical File

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 Public Act No. 4

All provisions of this article are to be in compliance with the MICHIGAN TEACHER 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 Probationary Contract

A teacher may receive probationary contracts and the scheduled increments for the teacher's first five (5) full school years of employment. However, for teachers under contract, but not on continuing tenure as of July 19, 2011, the probationary period is four (4) full school years of employment.

17.3 Continuing Tenure

Any teacher deemed satisfactory as indicated by the reports presented to the Board of Education* shall, after five (5) full school years of cumulative service in this school district, be placed on continuing tenure (See Article II of the MICHIGAN TEACHERS' TENURE ACT). However, any teacher under contract, but not on continuing tenure as of July 19, 2011, who is deemed satisfactory as indicated by the reports presented to the Board of Education shall be placed on continuing tenure after four (4) full school years of cumulative service in the district.

17.4 Mentorship

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code. The Internal Mentor Teacher shall be a member of the bargaining unit. The External Mentor shall be a retired member of the bargaining unit.
- B. Each bargaining unit member during his/her probationary period in the classroom shall be assigned an Internal Mentor Teacher by mutual agreement of the Association and the Administration. An External Mentor may also be assigned to the mentee. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. A Mentor Teacher shall be assigned in accordance with the following:
 - 1. The Internal Mentor Teacher shall be a tenured member of the bargaining unit with a Master's Degree, if possible, and satisfactory evaluations. The External Mentor Teacher shall be a retired, former member of the bargaining unit.
 - 2. Participation as a Mentor Teacher shall be voluntary.
 - 3. The Ferndale School District shall notify the Association of those members requiring a mentor assignment or of any affected member whose classroom assignment has changed.
 - 4. The assignment of the Internal Mentor Teacher shall be finalized within twenty-five (25) workdays of hire or change of assignment.
 - 5. Every effort will be made to match Internal Mentor Teachers and mentees who work in the same building and have the same area of certification.
 - 6. Mentee shall be assigned only one (1) Internal Mentor Teacher (exceptions may occur based on assignment) and one (1) External Mentor at a time. The Internal Mentor shall be assigned only one (1) mentee at a time.
 - 7. The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher(s) and mentee at any time. The appointment may be renewed in succeeding years.
 - 8. Mentors shall be paid 1% of BA minimum for each mentee. A mentor may have up to two (2) mentees if mutually agreed upon.
- D. Because the purpose of the mentor/mentee match is to acclimate teachers and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be **confidential** and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or mentee.
- E. Every effort will be made to assign common preparation time for the Internal Mentor Teacher

- and mentee.
- F. The Board shall provide a minimum of fifteen (15) days of professional development instruction for the mentees during their probationary period. Professional development shall be scheduled both within the parameters of the regular workday and work year, as well as outside the regular school day. Should a conflict arise over attendance, representatives of administration and the association will meet to resolve the problem.
- G. Internal Mentors shall be provided with one-day release time for jointly developed training by the Association and Administration within the first month of their assignment as Mentors.

17.5 Probationary Teacher Evaluation

At least fifteen (15) 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. A probationary teacher can be dismissed at any time notwithstanding any other provision of this Agreement.

17.6 Tenured Teacher Dismissal

A teacher on a continuing tenure contract may be dismissed for any reason so long as the dismissal is not arbitrary and capricious in accordance with State law.

17.7 Contract Enforceability

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).

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

ARTICLE 18—EVALUATION

18.1 Evaluations

Teacher evaluations shall follow the policies and procedures established by the Board in its sole discretion in accordance with applicable law.

18.2 Evaluation Timeline

- A. The work of all teachers shall be evaluated in writing by the Board by December 1 and April 15 of the probationary years and by April 15 each year thereafter. Teachers who receive a rating of minimally effective or ineffective in their most recent annual evaluation will receive a mid-year progress report in accordance with applicable law.
- 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 administrator(s) observations of classroom and other activities.
- D. The evaluation conference shall result in a summary statement signed by both the teacher and administrator. This statement shall be completed in triplicate, with one copy for the teacher, one for the administrator, and one for the Superintendent.
- E. The teacher shall sign the summary statement and may prepare their own statement for forwarding to the administrator(s) and Superintendent. The signature of said teacher only indicates that the teacher has received a copy of the summary statement.
- F. Copies of the evaluation forms can be found online or from your building administrator.

ARTICLE 19—PROTECTION OF TEACHERS

19.1 Administrative Support

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 Personal Property Damage Claims

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 \$500.00, 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 \$500.00. Total annual liability for the Board under this Agreement shall not exceed \$7,000.00.

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/her 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 Physical Assault

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 Professional Relation Members

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 Public Schools, which fall within the provisions of this contract and the personnel policies.

20.2 Purpose of Professional Relations Committee

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 Procedures of Professional Relations Committee (PRC)

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.

20.4 Building PRC Committee

Each building shall establish a building PRC committee to address building issues as outlined in 20.2. The committee shall consist of up to two (2) members appointed by the FEA and up to a like number of members appointed by administration. Issues which cannot be resolved at this level shall be referred to the district PRC committee.

ARTICLE 21—INSERVICE TRAINING/AFTER SCHOOL TUTORING

In the event the Board determines that in-service training is required, the Board will provide for such training and assume all expenses for in-service training for which participation is required including extra-contractual pay at the rate of twelve dollars (\$12.00) per hour, when such pay is required.

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

Any certified teacher who volunteers to participate in the After School Tutoring/Homework Help Program shall be paid an hourly rate equal to .00046065 of the 2012-13 BA Step 1 rate for these services.

ARTICLE 22—GENERAL

22.1 Substitute Teachers

The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number and or website they may use as soon as they find that they are unavailable for work and are expected to notify the sub office by 7:00 a.m.

22.2 Technology Support for FEA Owned Computers

In addition, the district will provide up to \$750 in parts and labor support for FEA owned computers per year. Any new computers purchased by the FEA must be purchased according to the district specifications through our Technology Department in order to qualify for the support.

22.3 Agreement Supersedes

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.

22.4 Agreement Distribution

Electronic copies of this Agreement shall be made available online to all teachers now employed or hereafter employed by the Board, at Board expense. The Board shall provide the F.E.A. with 50 printed copies. Said copies shall be made available within 30 days upon ratification of both parties unless an alternate time period is mutually agreed upon.

22.5 State and Federal Laws

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 or law, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in full force and 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 Certification Requirements

It shall continue to be the policy to employ on the instructional staff persons with a minimum of a bachelor's degree who possess the certification and endorsement required by State and Federal law. It is expected that career teachers will obtain a master's degree. Only those persons holding a master's degree as well as any other certification and endorsements required by State and Federal law will be employed on the counseling staff.

Ferndale Public Schools and the F.E.A. are in agreement that a reasonable attempt should be made to acquire persons with at least a baccalaureate degree and at least a provisional teaching certificate appropriate to the teaching assignment. 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 Leaving Building

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, secretary and treasurer 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 Length of Teaching Day

No permanent time changes shall be made in the length of the teaching day without prior negotiations and agreement with the F.E.A.

22.9 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.

22.10 Student Discipline Code

Each school shall have accessible in the main office, a copy of the student discipline code.

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 FEA representative for every 15 members in a building but in no case less than one. The FEA will provide a list of the building representatives to the Assistant Superintendent by October 1st of each school year.
- 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 Deputy Superintendent of Administrative Services. 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 Deputy Superintendent of Administrative Services and an F.E.A. representative shall, within ten (10) days following receipt of the grievance, arrange for and hold a grievance hearing. The Deputy Superintendent of Administrative Services shall give a written disposition within five (5) days of the conclusion of the hearing to an FEA representative.

C. Level Three:

After a decision has been communicated to the Association by the Deputy Superintendent of Administrative Services pursuant to Level Two above, either the Board or the Association, prior to the Level Four arbitration hearing, may seek outside mediation assistance. Either party may invoke the mediation of a grievance(s) through the auspices of the Michigan Employment Relations Commission's mediation services or a mutually acceptable alternative. Mediation shall be requested when resolution of the problem(s) is desired, short of arbitration, and one or both of the parties believes an outside, impartial observer may assist in the resolution process.

It is agreed that the mediation process, as referenced above, shall not be used to hinder, slow down, or limit the timeliness of the arbitration process unless mutually agreed to by the parties.

Should the Association wish to file for arbitration prior to or during mediation, the parties agree it may do so. The Level Four-arbitration process may be held in abeyance by joint agreement until the mediation process is concluded.

D. Level Four:

1) If the grievance is not satisfactorily resolved above, 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.

2) A tenured teacher who has had dismissal charges filed against him/her, or has been suspended without pay in excess of fifteen (15) consecutive days, shall not have multiple methods of contesting the Board's decision to proceed upon the charges as filed with the Board or as modified by the Board. The affected teacher is restricted to a choice of filing a claim to appeal with the Tenure Commission or filing for a hearing before an arbitrator, but not both. The arbitrator will have no authority to decide any matter regarding the suspension or discharge of a teacher where a claim to appeal has been filed by the teacher pursuant to the Michigan Teachers' Tenure Act. If the teacher files for a hearing before an arbitrator, the procedure shall be as outlined herein.

In the case of a dismissal, if the teacher elects to appeal to arbitration, the teacher's salary and fringe benefits shall continue until the award of the arbitrator has been received by the parties. However, if at any time the teacher is convicted of a felony, the Board may discontinue the teacher's salary and benefits as of the date of the conviction.

The arbitrator's decision shall be limited to deciding if the teacher's employment is terminated or if the employee shall be retained as a teacher.

3) Suspensions without pay for 15 or more consecutive days of tenure teacher(s):

- If the grievance is not satisfactorily resolved in Levels One, Two, or Three above, only the F.E.A. may request, within fifteen (15) work days, a hearing before a three (3) member panel for binding arbitration. The Association and Board shall each choose one member of the panel and the third member shall be selected from a list of four names. Two of the names shall be Detroit area mediators selected by M.E.R.C. and two names shall be arbitrators who have dealt with school matters in prior arbitration hearings.
- The decision of the panel shall be final and binding upon the parties. Neither party shall have the right to appeal to any court.

4) Rules and Timelines Concerning the Panel:

- Hearing to be conducted within twenty-three (23) work days of the selection of the panel
- Post hearing briefs shall not be submitted by the parties
- A verbal ruling shall be submitted to both parties within three (3) workdays of the hearing and a written decision shall follow within seven (7) workdays of the

hearing. Said decision shall contain rationale for the decision.

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 Release Time

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 hearing or meeting unless specific approval is obtained from the Superintendent.

23.7 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 Deputy Superintendent of Administrative Services.

23.8 Miscellaneous

- A. The Deputy Superintendent of Administrative Services 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. Letters of Agreement and/or Understanding shall be grievable unless otherwise stated in said letter(s).

ARTICLE 24—EXTRA-CONTRACTUAL/EXTRA CURRICULAR TEACHER OPENINGS

24.1 Extra Contractual/Extra Curricular Postings

All openings for extra contractual/extra curricular positions will be posted in the school building in which the position will be assigned and on the school district's website.

24.2 Application for Extra Contractual/Extra Curricular Postings

Teachers interested in submitting applications for positions in 24.1 must submit applications to the Employment Coordinator in the Administrative Services Office.

24.3 Application for Adult/Alternative Education

Teachers interested in submitting applications for these positions must submit them to the Employment Coordinator in the Administrative Services Office.

ARTICLE 25—PREPARATION TIME

25.1 Collaboration and Administrative Responsibility

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

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

25.2 Teacher to Teacher Collaboration

The regular classroom and special subject teachers 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 groups of teachers assume the responsibility for being knowledgeable about each other's program. This should insure that there is the appropriate correlation between the regular classroom and special subject teacher's program and that the regular classroom teacher will be competent to satisfactorily teach art, music, physical education and library to his/her class.

25.3 Preparation Time Use

In order to implement the above concept, each regular classroom teacher will be personally responsible for using weekly preparation time when children are being taught by a special subject 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 but is not limited to:

- Implementation 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
- As indicated in Letter of Agreement (Article A.11.1)

25.4 Regular Classroom Teachers (Grades K – 6)

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.

Kindergarten teachers shall be provided with one hundred fifty (150) minutes of planning time in blocks of not less than twenty (20) minutes.

Elementary teachers, who are instructed by the principal to take their students to the media center in order to achieve their planning time, may leave the students under the care of an employee designated by the principal and shall not be responsible for remaining with the students in the media center during this planning period.

Exceptions would be:

1. Snow days
2. Activities listed in Schedule B
3. 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
4. End of year activities for circuit teachers
5. 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.

25.5 Circuit Teachers' Prep Time

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.

25.6 Circuit Teachers' Travel Time

Circuit teachers shall be guaranteed a minimum of fifteen (15) minutes of actual travel time for each move between building assignments not to be counted as lunch or planning time.

For additional information regarding teaching loads and assignments/prep time—see Article 8

ARTICLE 26—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 fifty (150) days. Effective July 1, 2006 this number will increase to 200 days. The maximum payout under this provision is \$6,000.00. (200 days @\$30 each = \$6,000.00).

**Retirement - Qualifies for the Michigan Public School Employees Retirement Fund*

ARTICLE 27—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. Teacher 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:

High School	= 3/5 day	= 3/5 pay
Middle School	= 1/2 day	= 1/2 pay
Intermediate School	= 1/2 day	= 1/2 pay
Elementary	= 1/2 day	= 1/2 pay

C. For those bargaining unit members employed pursuant to this Article 27, the cost of the fringe benefit package selected by the teacher shall be borne by the Board of Education and the teacher on a shared basis. The share each is responsible for equates to the Board paying an amount equal to the percentage of time the employee works with the employee being responsible for the remainder of the costs. (See A.6.3 Premium Contribution Plan—Page 46) Notification of the procedure for payment will be given to each teacher when approved for part-time or shared-time teaching.

The total cost of providing benefits shall be annualized and divided by ten (10), which equates to the normal ten- (10) month contract year. The employee's percentage share of the monthly cost will be deducted from the second payroll check each month pursuant to this contractual agreement and the payroll authorization card that must be completed by each employee when enrolling for benefits.

Benefit Schedule for Employees Electing to Work Pursuant to the Terms and Conditions of Article 27

1. All part-time/shared-time bargaining unit members may elect to waive: Health Coverage; Vision Coverage; Dental Coverage when enrolling in the benefits established by this collective bargaining agreement. To waive coverages, the employee must:
 - a) Complete a waiver form that disclaims a need for coverage, and
 - b) Show proof that they are covered under another policy for health, dental, and/or vision coverage.
2. Upon completion of the above waivers, if applicable, the employee covered under this Article 27 shall select from the following benefit choices:
* See Article A.9.

- D.** Responsibilities of a teacher on a shared time assignment will be outlined in Article 3, Section 7, of the Master Agreement. Section 7.F. 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 as described in Article 13 and shall cover the actual workday assignment.
- 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 to initially participate in the shared time program must be sent to the Deputy Superintendent of Administrative Services on or before March 1st in order to be eligible for the next school year. Once accepted into the shared time program, the teacher will continue in the program from year to year unless the teacher notifies the Board on or before March 1st of the school year immediately preceding the school year in which the teacher desires to return to full time teaching duties and status.

- G.** In cases where a substitute is needed for a part of the workday, 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.

- H.** Employees who participate in the shared time program shall retain all rights, benefits, and responsibilities of the Master Agreement unless modified herein. Employees who work in a shared time/part time position for an entire school year will receive one year seniority.

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 7.d.; Schedule B, Article 1, Section 4.A. 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.

- I.** 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 28—SITE-BASED DECISION-MAKING

28.1 Employee Responsibility for 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. A district site-based decision-making committee will be established each 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 the Superintendent and FEA President or designees.
- B. The committee shall have four functions:
 - 1. Conduct an orientation program, as requested by 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 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, district policy and/or other collective bargaining agreements.
 - 4. Review proposals for interactive television instruction, which may modify the collective bargaining agreement.
- C. By four (4) votes, the SDC may annually select building plans for ongoing review to determine appropriateness related to 3.a) and 3.b).

28.2 Superintendent and Association President Approval

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 SDC agrees to 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.

28.3 Meeting Schedule

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

ARTICLE 29—BUILDING SCHOOL IMPROVEMENT/SITE-BASED DECISION-MAKING COMMITTEES

29.1 P.A. 25

Provisions contained in this section shall apply to all School Improvement Teams (SIT) and/or Site-Based Decision-Making Committees (SBDMC) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA, otherwise known as P.A. 25.

29.2 Committee

Each SIT committee will include teachers, selected in a procedure determined by the FEA teachers of each building. Non-bargaining unit members of a SIT may be selected by the building administrator.

- A. Participation by the employee in full or in part shall be voluntary. If an occasion should arise wherein the bargaining unit member delegates do not fill the available slots and agreement cannot be made by the bargaining unit members on filling the slot(s) by the procedure used by them to select members, the building administrator may invoke Article 3.7.C. to fill said position(s).
- B. Failure to volunteer to serve on a SIT may not be used as a criterion for evaluation or discipline, including the placement of any negative information in any bargaining unit member's file related to failure to volunteer.
- C. The Chairperson of the committee will be selected by the committee.

- D. Minutes and agendas will be required for all meetings with copies posted on the Association bulletin board.
- E. School Improvement Committees shall not address these Master Agreement topics: contract grievance procedures, employee discipline, individual employee performance and evaluation, fringe benefits, and wages, or other compensations.
- F. Each SIT will determine the decision making process that will be used by their committee. The use of consensus is encouraged.

29.3 School Improvement Plan

In the event that any provision(s) of a School Improvement Plan (SIP) or application thereof violates, contradicts or is inconsistent with the Collective Bargaining Agreement, the Collective Bargaining Agreement shall prevail pending submission to the District Site Based Decision Making Committee (DSBDMC). Any deviation from the Master Agreement shall be brought before the DSBDMC for compliance with Article 28 of the Master Agreement. A SIP that deviates from the Master Agreement must have 85% approval of the affected teachers. The SIT will generate the voting list.

29.4 School Improvement Team

The Board will provide available and appropriate designated funding for SIT activities and program development. This established amount will be allocated to the SIT to be used as the SIT determines.

29.5 District Site Based Decision Making Committee

There shall be a District Site Based Decision Making Committee established with an equal number of representatives from the Association, selected by the Association, and an equal number of representatives from the Administration, selected by the Superintendent. See Article 28 for details on this committee.

ARTICLE 30—CALENDAR COMMITTEE

Pursuant to State law, the starting day of the school year and adherence to the common school calendar are not subject to negotiation. An FEA calendar committee shall annually meet with designated representatives of the Board to discuss calendar for each succeeding school year, said meeting to begin by February 1 of each year. Nothing in this agreement waives the lawful right of the Board to annually and unilaterally establish the first day of school. The purpose of this committee is to make recommendations for submission and final approval by the FEA and the Board.

ARTICLE 31—EMERGENCY MANAGER

An emergency financial manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4, MCL 141.1501 et seq, may reject, modify, or terminate this collective bargaining agreement as provided in that Act. However, since said Act was repealed after the parties agreed to the foregoing language, the reference to said Act is replaced by referring to its successor Act, the Local Financial Stability and Choice Act, 2012 Public Act 436, MCL 141.1541 et seq., as provided in MCL 141.1542.

SCHEDULE A

A.1 Salary Schedule—2012-2013*

The Board will develop a performance based method of compensation which will govern how teachers will be compensated.

Step	2012-13 BA	2012-13 MA	2012-13 MA+15 +750	2012-13 MA+30 +1500
1	\$36,905	\$41,042	\$41,792	\$42,542
2	\$38,533	\$42,908	\$43,658	\$44,408
3	\$40,233	\$44,861	\$45,611	\$46,361
4	\$42,009	\$46,901	\$47,651	\$48,401
5	\$43,862	\$49,036	\$49,786	\$50,536
6	\$45,798	\$51,266	\$52,016	\$52,766
7	\$47,819	\$53,598	\$54,348	\$55,098
8	\$49,928	\$56,036	\$56,786	\$57,536
9	\$52,132	\$58,585	\$59,335	\$60,085
10	\$54,432	\$61,250	\$62,000	\$62,750
11	\$56,834	\$64,037	\$64,787	\$65,537
12	\$59,342	\$66,949	\$67,699	\$68,449
13	\$61,961	\$69,995	\$70,745	\$71,495
14	\$64,695	\$73,178	\$73,928	\$74,678

*Base salary represents the salary step against which wage increase/decrease will be calculated.

Each employee will be given a salary notice no later than the fall count day of each school year. The FEA may request, prior to fall count day, to review the salary notices prior to distribution.

For the 2012-2013 school year, employees will receive a ½% off schedule salary increase in addition to the ½% on schedule salary increase reflected in the chart above. FEA members who are hired as ACMs or Counselors in the Digital Learning Center are not eligible for either of these salary increases.

For the 2013-2014 school year, employees' salaries will be decreased off schedule by 4%.

For the 2014-2015 year, a 15th step at a 4% increase over the 2012-2013 schedule will be created as shown below. Additionally, employees' salaries will be decreased off schedule by 5%. All employees will receive a step increase in 2014-2015.

15	\$63,919	\$72,300	\$73,050	\$73,800
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For the 2015-2016 school year a 16th step will be created at a 1% increase over Step 15. Steps 15 and 16 will be:

15	\$67,283	\$76,105	\$76,885	\$77,665
16	\$67,956	\$76,866	\$77,653	\$78,442

For the 2016-2017 school year, employees will receive a 1% off schedule increase.

The Board has agreed to the following triggers for the 2014-15 school years:

- A. In the event of an increase in the foundation allowance provided the District by the State, for every \$100 increase in the Foundation Allowance the Board will increase bargaining unit member's pay by one half of one percent (.005);

- B. In the event the Board's pending appeal with the Department of Education regarding reimbursement of Foundation Allowance regarding the DLC is successful, for every full \$150,000 received by the District, the Board will increase bargaining unit member's pay by one quarter of one percent (.0025); and
- C. In the event of an increase in enrollment at the schools and programs in existence for the 2013-14 school year (3145 students), for every full \$150,000 received by the District in Foundation Allowance attributed to the increase in student enrollment, the Board will increase bargaining unit member's pay one quarter of one percent (.0025).

A.2. Retirement Contribution

For the duration of the Agreement the Board of Education agrees to pay the amount required by the State of Michigan for the Michigan Public School Employees' Retirement System.

A.3. Longevity Pay

PLAN A

Any teacher on Longevity Plan "A", as shown below, prior to August 1, 1997, shall remain on Plan "A" until said teacher terminates his/her employment with the Ferndale School District.

- 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:

	BA	MA
Sixteen (16) through twenty (20) years	\$1,386	\$1,549
Twenty-one (21) through twenty-five (25) years	\$2,621	\$2,943
Twenty-six (26) years or more	\$3,857	\$4,337

- 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.

PLAN B*

For the duration of this agreement, the Board of Education agrees to pay to teachers eligible for Plan B the appropriated dollar amount listed below. This pay in addition to their maximum step on the BA or MA salary schedule on which the teacher is paid, for continuous years of service in the district is as follows:

- Level 1:** After 15 years of employment, two thousand dollars fifty (\$2,050) for a BA and two thousand two hundred fifty dollars (\$2,250) for a MA will be paid during the next school year.*
- Level 2:** After 18 years of employment, three thousand seventy five dollars (\$3,075) for a BA and three thousand three hundred seventy five dollars (\$3,375) for a MA will be paid during the next school year.*
- Level 3:** After 21 years of employment, a teacher shall be entitled to \$18,300 for a BA and \$18,810 for a MA. Payment shall be made over a three-(3) year period which need not be consecutive years. If employment is terminated prior to conclusion of the above referenced three-year period, the balance due shall be paid in the same manner as referenced above, unless the parties agree to do otherwise.

After 21 years of employment credit, the employee shall notify the payroll department by July 1, for each of the three (3) years that said teacher chooses to receive the \$6,100 for a BA or \$6,270 for an MA payment.

* Plan B level 1 and 2 teachers may request each year by July 1 that their longevity payment be delayed one year up to a maximum of four years.

In case of death, any payment due at Levels 1, 2, or 3 shall be paid to the beneficiary or estate of the deceased.

A.4. Merit Pay

Teachers who are evaluated as "highly effective" will receive a merit bonus of \$150.00 payable at the end of that school year. This provision will remain in force through the end of the 2016-2017 school year..

ARTICLE A.5--COUNSELORS, SCHOOL PSYCHOLOGISTS, SCHOOL SOCIAL WORKERS, SPECIAL EDUCATION TEACHERS, INSTRUCTIONAL LEAD TEACHERS, DISTRICT CURRICULUM COORDINATORS, DEPARTMENT COORDINATORS, PROGRAM COORDINATORS AND LEARNING CONSULTANTS

A.5.1 Special Increment

School Social Workers who function as counselors, Counselors, and School Psychologists shall receive an additional stipend computed as 7.3 % of their current eligible salary step and schedule. The stipend is compensation for:

- A. Leadership within the school in curriculum, instruction and guidance
- B. Responsibilities for the health, welfare, and growth of students
- C. Representing the school in community affairs
- D. Additional time required beyond the normal working day and year
- E. Each Counselor and K-12 School Social Worker who also functions as a Counselor shall meet prior to the first of June of each school year with their building administrator(s) to mutually agree on the scheduling of ten (10) additional days
- F. The head counselor at the elementary level, intermediate level, middle school and senior high level will be paid an additional \$500 per year, if filled.

A.5.2 School Social Workers

School Social Workers assigned to Special Education shall receive 2.8% of their salary step on the current salary schedule.

A.5.3 Instructional Team Leaders formerly known as Curriculum Leaders

It is agreed that the title "Curriculum Leaders" will no longer be used and that those individuals who are covered by Article A.5.3 (formerly mis-numbered as Article A.4.3 through Article A.5.3) shall be referred to as "Instructional Lead Teachers" ("ILTs").

ILTs will provide coaching and leadership to other teachers. ILTs will meet with the School Improvement Teams/Building Data Team to collaborate and share ideas regarding necessary strategies and changes to lead their content area teams in order to ensure the highest quality instructional program and improved student achievement.

Working with the Curriculum and Instruction Department and building administrators within and across the district, the ILT will serve as a curriculum and instruction leader and mentor by accomplishing the following:

- Participate in building School Improvement Teams
- Operate as Data Team Leaders for their respective "home" school at the Instructional Data Team Level
- Participate in the District Data Team
- Participate in each Building Data Team
- Coach other instructional Data Team Leaders
- Lead collaborative planning based on student assessment data and curricular needs
- Provide coaching for content area teachers
- Possess and uses a current and working knowledge of research-based best practices and instructional strategies
- Conduct non-evaluative observations and provides constructive feedback to coach teachers
- Develop and coordinates ongoing high stakes test activities
- Work on District Common Core Development and Implementation Team
- Collaborates with other ILTs to design and implement MME/ACT (or other relevant high stakes test) Preparation Camp
- Demonstrate a strong curricular background in content area
- Know and demonstrate research-based best practices and instructional strategies
- Report to and regularly consults with building principal
- Know action research preferred

The stipend for the following ILTs shall be \$3,500.00:

Secondary:	Math, Science, ELA, Social Studies
Elementary:	Math, Science, ELA, Social Studies
District:	Fine Arts, Special Education, World Language, Business

The recognition clause of the Master Agreement has been amended to remove the classification of Curriculum Leader and replace it with Instructional Lead Teacher.

All ILT positions are one year assignments, selected jointly by the building principal and the Director of Instruction and Curriculum. These positions will be posted for the 2012-2013 school year. Once selected, an ILT serves at the pleasure of the Principal and the Director of Instruction and Curriculum who have the authority to continue an ILT in the position, in each succeeding school year, without the need to post. When a vacancy occurs, the position will be posted pursuant to Article 24.

A.5.4 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 twenty five (\$225) dollars. Teachers assigned as classroom teachers in special education shall receive an additional amount of fifty (\$50) dollars above the two hundred twenty five (\$225) dollars.

A.5.5 Learning Consultants

- A. The Board will compensate each Learning Consultant with a stipend of 5% of their salary step on the current Master Agreement.
- B. Learning Consultants will be expected to perform support services including but not limited to the following:
 - Building School Improvement plans
 - Professional Development
 - Curriculum Support
 - Assessment
 - MEAP Testing
 - Other testing as needed
 - North Central Association (NCA) Coordination
 - Grant writing
 - Student Support
 - Communication
 - Title I Oversight
 - Other duties as assigned
- C. Learning Consultants will be expected to work the same calendar as all other FEA members.
- D. From time to time the Board will require Learning Consultants to work additional time both before and after the start and end of the school year. Learning Consultants will receive the hourly professional rate found in A.9.1 per hour for each hour worked up to a total of the equivalent of ten workdays.

A.5.6 Program Coordinators (if assigned by the Board)

- A. Program coordinators shall receive an additional 2.0% 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 will be based on Schedule A of the current year.
- B. Program Coordinator Released Time
 - 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.

ARTICLE A.6—VOCATIONAL EDUCATION COMPENSATION

A teacher, in any vocational education assignment for which state certification and approval are necessary, shall receive extra compensation in the amount of 1% of BA minimum annually above the salary schedule. To qualify for the vocational education compensation outlined above, a teacher must be teaching in a vocationally funded course.

ARTICLE A.7—PROFESSIONAL IMPROVEMENT

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.

A.7.1.A 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 \$30 per hour - (30 x 30 hrs. = \$900) above the MA schedule.

A.7.1.B National Certification

The Board will pay a \$1,000 stipend annually to staff members who attain national certification, specifically "National Board for Professional Teaching Standards".

A.7.2 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, thirty (\$30) dollars* shall be paid annually subject to the following limitations:

Effective through 2005-2006 School Year		
Semester Hours	Time Limitation	Payout
1-9 (inclusive)	Five-year period	\$30-\$270
10	None	\$300
11-19 (inclusive)	Five-year period	\$330-\$570
20	None	\$600
21-29 (inclusive)	Five-year period	\$630-870
30	None	\$900
*Effective 2006-2008 (\$50 per credit hour)		
Semester Hours	Time Limitation	Payout
1-9 (inclusive)	Five-year period	\$50-\$450
10	None	\$500
11-19 (inclusive)	Five-year period	\$550-\$950
20	None	\$1,000
21-29 (inclusive)	Five-year period	\$1,050-\$1,450
30	None	\$1,500

Not more than 30 semester hours are to be counted at any time. Prior to their enrollment in a college/university course, for which additional pay will be claimed, teachers shall submit to the Deputy Superintendent of Administrative Services 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 Deputy Superintendent of Administrative Services, may be referred to the Professional Improvement Committee (See A.4.4). 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.7.3 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.

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.

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 thirty dollars (\$30) 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 fifty dollars (\$450) 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.7.4 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 committee shall determine if the plan submitted will enhance the teaching ability, performance, and knowledge of the applicant.

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 23.4.(c).

Beginning with the 2011-12 school year, the following will apply:

A.7.5 Grad Hours Beyond the Masters

- A teacher who has obtained at least 15 hours of graduate credits beyond the Masters Degree shall be eligible to receive an additional stipend of \$750.
- A teacher who has obtained at least 30 hours of graduate credits beyond the Masters Degree shall be eligible to receive an additional stipend of \$1,500.

Official transcripts from these courses must be submitted to the Human Resource Office by October 1st in order to receive the stipend for that school year. Official transcripts of these courses must be submitted by February 1st in order to receive the stipend for the second half of the year.

Teachers currently receiving stipends for credits beyond the masters will be grandfathered and will continue to receive funds currently paid. However, those who have not yet reached the maximum payout will not receive additional increases until they reach the 15 credit or 30 credit milestone.

ARTICLE A.8—SABBATICAL LEAVE

A.8.1 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 Ferndale Public Schools, (military leave and government leaves shall not be interpreted as interrupted service), for the purpose of improving instruction in the Ferndale Public 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.8.2 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 valid Michigan teaching 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.8.3 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.8.4 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.9—INSURANCE

A.9.1 Medical Coverage

The Board of Education will provide for each bargaining unit member, spouse, and eligible dependents medical benefits as follows:

MESSA-PAK, which shall include the following: (The information below represents an outline of negotiated MESSA Pak coverage. For complete insurance information, please refer to the full plan details provided by MESSA.)

- A. Plan options for employees needing health insurance:**
- Choices II (\$500/\$1,000 in-network deductible and \$20 office visit)
OR
ABC Plan 1 (\$1,250/\$2,500 in-network deductible with Health Savings Account)
 - Long Term Disability: 66 & 2/3%
\$4,500 maximum
180 Calendar Days - Modified Fill
Freeze on Offsets
Alcohol/Drug and Mental/Nervous - Same as any other illness
COLA
 - Delta Dental Plan: see chart below
 - Negotiated Life Ins. \$60,000 with AD&D (plus \$5,000 life from Choices II policy)
 - Vision Insurance VSP-3
 - Prescription RX Pharmacy Saver Plan
 -
- B. Plan B for employees not needing health insurance policy**
- Delta Dental Plan see chart below
 - Negotiated Life Ins. \$60,000 with AD&D
 - Vision VSP-3
 - Long Term Disability 66 & 2/3% same as above
 - Cash Option* \$120 monthly payment for 10 months

*The District will provide a cash option to health insurance benefits. The cash amount will be \$120 per month for ten (10) months—September through June. The District has formally adopted a qualified plan document, which complies with Section 125 of the Internal Revenue Code. The amount of cash payment received may be applied by the teacher to any Tax-Deferred/Sheltered Annuity [403B or 403B(7)] selected by the teacher with a company that is a District authorized company.

A.9.2 Dental Coverage

Pak A Coverage		Pak B Coverage	
Coverage	80/80/80--\$2,000 Max	Coverage	100/90/90--\$2,000 Max
Ortho	80%-\$1,000	Ortho	90%-\$1,500
C.O.B.	50/50/50--\$2,000	C.O.B.	50/50/50--\$2,000
C.O.B. Ortho	50%--\$1000.	C.O.B. Ortho	50%--\$1000

A.9.3 Health Insurance Cap and Employee Contributions

The District has adopted the hard cap language as provided by State law and teachers' contribution obligations will be calculated pursuant to said law. This calculation shall only be made toward the health portion of the insurance premium and does not prohibit additional contribution by teachers for dental, vision, life, etc.

The above changes shall be effective July 1, 2012. Employee contributions will be made through payroll deduction, evenly distributed between the first payment in September through June 30..

- A. The school district agrees to pay the cost of COBRA health insurance coverage for the months of July and August to any teacher whose employment ends as a result of the teacher resigning to take employment in another school district or who has been advised that they are being laid off effective the end of the school year.
- B. The school district agrees to pay the MPSERS health care premium co-payment for the month of July and August for those teachers who retire effective June 30 of each school year.
- C. Any employee who fails to return to work at the beginning of each school year and who has not provided notice of an intent not to return shall be obligated to pay back any insurance coverage received between July 1 and the date notice of not returning is given. Extenuating circumstances will be mutually reviewed.

A.9.4 Flexible Spending Account, Premium Contribution Plan, and Additional Benefit Options

The Board shall provide for payroll deduction for employees who elect to set up a Flexible Spending Account plan under IRS Section 125. Premium Contribution Plan permitting reimbursement of expenses incurred beyond the plan year up to March 31 and submitted by April 30, or other MESSA options other than those negotiated in Plan A or Plan B. The Board will also provide 403(b) and 457 account payroll deduction options as well as the option to deduct for the purchase of service credit.

ARTICLE A.10—COMPENSATION FOR EXTRA-CURRICULAR/EXTRA CONTRACTUAL ACTIVITIES

The rates listed below are payable for a single position and will be calculated on the individuals salary step. 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. Teachers will receive an extra curricular extra contractual/extra curricular salary notice informing them of their assignment and percentage payment before starting their extra curricular assignment.

A.10.1 High School Positions

Concert Band	4.6%
Concert Band Assistant	2.3%
Orchestra	4.6%
Choir	4.6%
Marching Band	4.6%
Marching Band Assistant	3.7%
Jazz Band	3.2%
Musical Pit Director	1.8%
Madrigals	3.2%
Theater Director	7.3%
Theater Technical Director	2.7%
Debate	4.2%
Forensics	4.2%
Annual (Yearbook).....	4.6%
Newspaper.....	4.6%
Student Council.....	4.6%
National Honor Society.....	3.7%
Foreign Student Exchange	4.6%
Robotics	1.8%
Art Club.....	1.8%
SADD.....	1.8%
DECA (FHS & UHS).....	3.7%
Innovative Vehicle Design Advisor.....	1.8%

Class Chairpersons

9th Grade.....	1.1%
10th Grade.....	1.1%
11th Grade.....	1.4%
12th Grade.....	2.4%

A.10.2 Middle School Positions

Band	3.7%
Orchestra	3.2%
Choir.....	3.2%
Student Council.....	1.8%
National Honor Society.....	1.8%
Student Newspaper and/or Yearbook Sponsor.....	2.3%
STAND Advisor	1.8%

Compensation for Middle 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.

A.10.3 Elementary & Intermediate Positions

Music Person/Event	1/2%
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Teachers will receive one half percent per event for up to 4 events per year. However, should the teacher and building administrator agree that additional events are needed, a request for up to two additional events maybe be made and must be approved by the Deputy Superintendent of Educational Services to qualify for additional compensation.

Safety Patrol Sponsor.....	1.8%
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Service Squad Sponsor.....1.8%

A.10.4 Extra-Curricular/Extra Contractual Assignment Notice

The following procedures shall be used in conjunction with the Extra Curricular/Extra Contractual Assignment Notices. The notice will first be completed by the principal and co-signed by either the Superintendent or Deputy Superintendent and then given to the teacher who will sign and return to HR office. The signature of the teacher acknowledges acceptance of the extra curricular/extra contractual assignment as provided in the assignment notice. Within seven days of delivery of a fully executed copy to Human Resources, the employee will receive a dated copy of verification of the appointment.

EXTRA-CURRICULAR/EXTRA CONTRACTUAL ASSIGNMENT NOTICE	
It is agreed that _____ will (employee name)	
receive the amounts indicated below for extra services assigned during the _____ (school year)	
This notice is for work beyond the regular teaching load. Payments will be made in proportion to the term of services rendered for any particular assignment.	
Description	
Position _____	
Stipend _____	
Effective Date _____	
Payable at the completion of the individual assignment listed above, or as otherwise agreed in writing.	
It is understood by the parties that this notice has a non-tenure status and is annually renewable at the discretion of the district.	
_____	_____
Superintendent	Teacher
_____	_____
Date	Principal
_____	_____
Date	Date

A.10.5 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	9.2%
Asst. Coach: Football, Basketball	6.5%
Head Coach: Swimming, Wrestling	8.6%
Asst. Coach: Swimming, Wrestling	6.5%
Head Coach: Soccer, Baseball, Track	7.4%
Asst. Coach: Soccer, Baseball, Track.....	5.7%
Head Coach: Cross Country, Tennis, Golf.....	5.7%
Head Coach: Skiing.....	4.1%

Ferndale High Girls' Sports

Classification

Head Coach: Basketball, Gymnastics, Volleyball.....	9.2%
Asst. Coach: Basketball, Volleyball.....	6.5%
Head Coach: Swimming.....	8.6%
Head Coach: Track.....	7.4%
Asst. Coach: Track	4.8%
Head Coach: Softball	6.5%
Asst. Coach: Softball.....	4.2%
Head Coach: Tennis	5.7%

2. Athletic Coordinator 8.3%

3. Cheerleader Sponsor..... 7.8%

4. Intramural Program

Synchronized Swimming	5.9%
Modern Dance	3.0%
Fencing.....	1.1%

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. Middle School(s) Boys' Sports

Classification

Coach(es): Basketball, Football, Baseball, Track	4.7%
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Middle School Girls' Sports

Classification

Coach(es): Basketball, Volleyball, Softball	4.7%
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7. Middle School Athletic Program Coordinator(s)..... 5.5%

8. Middle School Cheerleader Sponsor(s)..... 1.6%

A.10.6 Compensation For Extra-Contractual/Extra Curricular Assignments

1 Summer school, driver education teachers teaching credit courses and teachers assigned extra contractual/extra curricular curriculum development duties shall be paid according to the following rate:

.00065% of the BA minimum

2 The only holiday for which summer school teachers will be entitled to receive pay is for July 4 and only if July 4 falls on a Monday thru Friday on a day scheduled for summer school. Summer school teachers who are FEA members may use up to ten (10) sick days from their sick bank during the summer school session. Summer school teachers will receive one (1) hour of prep time for each full day taught. Prep time will be pro-rated if less than a full day is taught.

3 The administration of summer school is recognized as a responsibility of the Association of Ferndale School Administrators. Directors/Coordinators and teachers will be hired at the discretion of the district. Assignment to summer school position is not guaranteed.

ARTICLE A.11—Letters of Agreement

The purpose of this Article is to highlight certain Letters of Agreement, however; neither the absence nor presence of a Letter of Agreement should be presumed to create any greater or lesser validity than Letters of Agreement not contained herein.

A.11.1 Teacher Responsibilities and Prep Time

LETTER OF AGREEMENT

Between the Ferndale Education Association (FEA) and Board of Education
Teacher Responsibilities and Prep Time

In consideration for the mutual covenants contained herein, it is hereby agreed by and between the Ferndale Education Association/ Michigan Education Association hereinafter referred to as the FEA and the Board of Education for the Ferndale Public Schools hereafter referred to as the Board, as follows:

1. The parties mutually acknowledge and respect the unique and diverse duties of educators.
2. The parties mutually agree that the job of the classroom teacher necessarily extends beyond the walls of the classroom.
3. The parties further agree that Article 3.7 and Article 25 create a responsibility for duties, attendance and participation in meetings and activities during teacher preparation time and outside the normal school hours.
4. The parties agree that to reinforce this contractual expectation, the following memorandum, under the signatures of the FEA President and the Superintendent of Schools will be sent to all FEA members at the beginning of each school year until such time as the parties mutually agree to cease this practice.

To: All FEA Members
From: (FEA President and Superintendent)
Date:
Re: Teacher Responsibilities

FERNDALE PUBLIC SCHOOLS



TOGETHER

Each of us involved in the profession of educating students knows full well that the work of the teacher is unique. Teachers are responsible for preparing lesson plans, conducting classes, assessing performance, and monitoring achievement. Teachers mentor, serve as role models and in numerous other ways make connections with students to increase student performance.

In recognition of this, the FEA and the Board of Education acknowledges that the job of a teacher extends well beyond the classroom. For this reason, the FEA Master Agreement (Articles 3 and 25) provides that each teacher may be required to serve on committees, will be expected to attend open houses, will reasonably participate in public oriented activities, including but not limited to, PTA meetings, plays, concerts, athletic activities and chaperoning dances. Teachers may have to schedule appointments with parents,

students or administrators beyond the normal school hours or during their preparation period, as well as other duties associated with the job of a teacher. This memo is for the purpose of reaffirming these expectations and expressing our appreciation for the commitment of our teaching staff.

FOR THE BOARD



Gary Meier, Superintendent




Henry Gold, Deputy Superintendent

Date 7/19/06

FOR THE ASSOCIATION



Michael Miller, FEA President



Mike McClain

Date 7/19/06

A.11.2 Retired Bargaining Unit Members

Letter of Agreement

Retired former bargaining unit members may work in those bargaining unit departments where no teachers are available for recall. When retirees are so employed, the former bargaining unit member shall be eligible to earn salary that is exempt from retirement payments provided that MPERS guidelines for income maximums shall not be violated in the course of providing service to the Ferndale Public Schools. Specific amounts payable shall be as follows:

For each class taught at high school	\$6,000 per year
For each half-day worked at an elementary school	\$15,000 per year
For each half-day worked at an intermediate school	\$15,000 per year
For each half-day worked at a middle school	\$15,000 per year

Anyone retired and working in a capacity outlined above shall be covered by the District's liability coverage.

In each building up to one (1) retiree per department may be employed. This understanding shall also apply to circuit staff, where up to one (1) retiree per department may be employed.

FOR THE BOARD:

FOR THE ASSOCIATION:

Cindy Champnella, Director of Human Resources

Martha Kinney, FEA President

Mike Miller

Date _____

Date circa--1998

A.11.3 Director of CASA

LETTER OF AGREEMENT

Director of CASA

In consideration for the mutual covenants contained herein, it is hereby agreed by and between the Ferndale Education Association/ Michigan Education Association hereinafter referred to as the FEA and the Board of Education for the Ferndale Public Schools hereafter referred to as the Board, as follows:

- 1 The parties hereby agree that the CASA program provides significant educational options for Ferndale High School students.
- 2 It is also hereby acknowledged that the program provides additional teaching opportunities for Ferndale Education Association members.
- 3 It is further recognized that the director of CASA has since the inception of the program (1983) provided not only administrative supervision but has also been an integral part of the instructional program teaching several classes.
- 4 Therefore, it is hereby agreed:
 - a. that the Director of CASA will be a position within the administrative bargaining unit, the Association of Ferndale School Administrators
 - b. that the Director of CASA will be responsible for not only the administrative supervision of the program, including the evaluation of it's teaching staff, but will also be permitted to teach up to three classes per day
 - c. that the agreements herein stated are not intended to alter or modify any other provision of the Master Agreement

FOR THE BOARD

FOR THE ASSOCIATION

Henry Gold, Assistant Superintendent

Mike Miller, FEA President

Calvin Mott, SODA

Date

5-2-05
Date

SCHEDULE B—CALENDAR

B.1 Snow Days/Act of God Days

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, except where students fall below minimum number of days or hours required by law.

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

B.2 Scheduled Pay Dates

Schedule Pay Dates 2014-2015

07/03/14	09/12/14	11/21/14	01/30/15	04/10/15
07/18/14	09/26/14	12/05/14	02/13/15	04/24/15
08/01/14	10/10/14	12/19/14	02/27/15	05/08/15
08/15/14	10/24/14	01/02/15	03/13/15	05/22/15
08/29/14	11/07/14	01/16/15	03/27/15	06/05/15
				06/19/15

In all remaining years of this agreement, employees will be paid on a bi-weekly basis beginning July 3, 2015.

B.3 Professional Organization Meeting Calendar

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 meetings.

B.4 Parent-Teacher Conferences

- A. In the elementary grades, five (5) parent-teacher conferences will be held, four (4) half-days in the fall and one (1) half-day in the spring. 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.
- C. In the event a teacher is assigned to more than one building and there is a conflict in the conference schedule between the buildings, the teacher and administrators involved shall meet to resolve the conflict.

B.5 Released Time for Curriculum Development

A. High School(s) and Middle 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 Assistant Superintendent of Instruction.

B. Elementary and Secondary Schools

A series of curriculum meetings will be developed and scheduled as the need arises by the Assistant Superintendent- of Educational Services in consultation with the Professional Relations Committee. Elementary buildings will be given four (4) additional half-days to be used to meet building needs. The time and content of these half-days will be determined by the individual elementary site-based/school improvement committees in consultation with the Instructions Office.

B.6 Elementary, Intermediate and Middle School Records Half-Days

Three half (1/2) days shall be provided to elementary, intermediate and middle school 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.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/Assistant Superintendent of Educational Services 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 other 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—HEAD START

C.2.1 Work Schedule

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 1117 hours of work if performed, which includes eight (8) paid holidays. The pay for these hours shall be equally divided over 21 or 22 pays at the option of the teacher.
- B.** Head Start teachers shall be notified by June 15 of each year of the calendar for the following school year provided a school calendar has been negotiated by the FEA and the Board for the upcoming school year. The Head Start calendar will appear in the master district calendar distributed to Ferndale Schools families.
- C.** Head Start teachers shall begin their workday no earlier than 8:00 a.m. and end their normal workday no later than 4:00 p.m.
- D.** Head Start teachers shall be entitled to an unpaid, duty free lunch hour.
- E.** Planning time and conference time for Head Start teachers 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 Martin Luther King Day.
- G.** 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.2.2 Seniority

Head Start teachers shall have seniority rights within the Head Start group similar to seniority rights of K-12 teachers. K-12 teachers who are, subsequent to layoff, employed in the Head Start program will be given credit for their step level when placed on the Head Start salary schedule.

C.2.3 Fringe Benefits

- A. 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

The desired option shall be chosen during the first month of each school year. Health insurance shall be as provided in Schedule A, Article 9, Sections 1A or 1B of the Agreement. The other insurance policies outlined above shall be as provided in Sections 2, 3 and 4 of Schedule A, Article 9 of the Agreement except as modified in the above selection process.

C.2.4 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.2.5 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.2.6 Class Size

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

C.2.7 Qualifications

Certified personnel eligible for the Head Start program shall be teachers who possess federally required qualifications and who possess the necessary Early Childhood endorsement on their teaching certificate, a C.D.A. certificate, or an Early Childhood degree. Non-certified Head Start teachers shall possess the C.D.A. certificate and shall receive compensation based on the schedule found in Article C.3.

C.2.8 Involuntary Transfer

Head Start teachers are excluded from the involuntary transfer language found in Article 11 of the Master Agreement.

C.2.9 Breakfast Program Supervision

Head Start teachers may be required to supervise a breakfast program if it is part of the Head Start program.

Article C. 3—Pay Schedule for HeadStart, 4 Kids, & Best 4 Teachers

C.3.1 HeadStart, 4 Kids & Best 4 Teachers Pay Schedule

The Board will develop a performance based method of compensation which will govern how teachers will be compensated.

	2012-13	2012-13	2012-13	2012-13
Step	C.D.A.	BA/No Cert	BA	MA
1	\$15.38	\$23.07	\$30.74	\$34.04
2	\$15.77	\$23.64	\$31.52	\$35.03
3	\$16.06	\$24.22	\$32.14	\$36.06
4	\$16.55	\$24.78	\$33.06	\$37.05
5	\$16.92	\$25.37	\$33.83	\$38.07
6	\$17.32	\$25.96	\$34.44	\$39.07
7	\$17.69	\$26.53	\$35.37	\$40.09
8	\$18.07	\$27.10	\$36.14	\$41.08
9	\$18.44	\$27.56	\$36.73	\$42.09
10	\$18.85	\$28.27	\$37.52	\$43.09
11	\$19.24	\$28.83	\$38.26	\$44.11
12	\$19.62	\$29.41	\$39.23	\$45.12
13	\$19.99	\$30.01	\$39.80	\$46.12
14	\$20.38	\$30.43	\$40.77	\$47.13
15	\$20.77	\$31.00	\$41.32	\$48.14

For the 2013-2014 school year, employees' salaries will be decreased off schedule by 4%.

For the 2014-2015 year, a 16th step at a 4% increase over the 2012-2013 schedule will be created as shown below. Additionally, employees's salaries will be decreased off schedule by 5%. All employees will receive a step increase in 2014-2015. Employees who are not brought back to at least their rate of pay on the 2012-13 salary schedule as of July 1, 2014 after the 4% salary schedule reduction and step increase will receive a wage freeze for the 2014-2015 school year.

16	\$21.60	\$32.24	\$42.97	\$50.07
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For the 2016-2017 school year, employees will receive a 1% off schedule increase.

C.3.2 Longevity Pay—Head Start Teachers

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

Longevity Plan B, Levels 1, 2 and 3, will be paid at an hourly rate to be determined by multiplying the Schedule A annual longevity dollar amount by the factor given in the table below.

	C.D.A.	BA – no cert.	BA	MA
Longevity Factor	.00032 of the BA amount	.00048 of the BA amount	.00064 of the BA amount	.00066 of the MA amount
Level 1 hourly rate¹	\$.66	\$.98	\$ 1.31	\$ 1.49
Year amount²	\$737.22	\$1,094.66	\$1,493.27	\$1,664.33
Level 2 hourly rate¹	\$.98	\$ 1.48	\$ 1.97	\$ 2.23
Year amount²	\$1,094.66	\$1,653.16	\$2,200.49	\$2,490.91
Level 3 hourly rate¹	\$ 1.95	\$ 2.93	\$ 3.90	\$ 4.14
Year amount³	\$2,178.15	\$3,272.81	\$4,356.30	\$4,624.58

1. Calculated by multiplying the longevity factor by the amount list in Schedule A.
2. Assumes a work year of 1,117 hours. Payable for one year.
3. Assumes a work year of 1,117 hours. Amount payable each year for three years.

SCHEDULE D—ADULT EDUCATION/ADULT ALTERNATIVE 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, Assistant Superintendents, Associate Superintendents, Business Manager/Director, 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. Wages and mandatory terms of employment for FEA members in any new program shall be negotiated with the FEA.

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, disability or other legally protected classification, 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 Dues Deduction

MCL 423.210(1) provides that school districts may no longer collect or assist in collecting union dues. Therefore, all references to dues deduction in the Master Agreement, including all Schedules, have been removed. However, the District agrees that, if this law prohibiting payroll deduction of union dues is changed to permit such collection of dues, the District will be willing to enter into a Letter of Agreement to reinstate dues collection as provided in the parties' 2009-2011 Master Agreement.

D.1.8 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 EDUCATION/ADULT ALTERNATIVE EDUCATION CATEGORIES OF EMPLOYMENT

D.2.1 Categories

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:

- A. Certified teachers who meet both State and No Child Left Behind requirements, in a position for which Michigan Teacher certification and/or annual authorization is required for state aid, who teach 30 or more hours per week.
- B. Certified teachers, who meet both State and No Child Left Behind requirements in a position for which Michigan Teacher certification and/or annual authorization is required for state aid, who teach 25 or more, but less than 30, hours per week.
- C. Certified teachers, who meet both State and No Child Left Behind requirements in a position for which Michigan Teacher certification and/or annual authorization is required for state aid, who teach 15 or more, but less than 25, hours per week.
- D. Certified teachers, who meet both State and No Child Left Behind requirements in a position for which Michigan Teacher certification and/or annual authorization is required for state aid, who teach less than 15 hours per week.
- E.
 - E-1. A Michigan certified teacher with ZA endorsement working in an area for which certification is required. Teacher is designated as a Head Teacher and is in charge of a site.
 - E-2. A childcare provider with an Associate's degree in child development/preschool and/or CDA or a Michigan certified teacher who does not have Head Teacher Designation. These workers are not in charge of a site but are in charge of a room.
- F. All other teachers - enrichment.

Categories are calculated on instructional time only. Categories A, B, C and D include Michigan Certified/Endorsed counselors.

D.2.2 Program Supervisor Restrictions

The duties of Program Supervisors shall be restricted. Program Supervisors will not hire or discipline bargaining unit members on a formal basis. Monitoring of staff, including being involved in interviews of candidates for teaching positions and performing formative evaluations will be allowed. Program Supervisors are excluded from the Bargaining Unit provided they work ten or more hours of supervisor's work per week. Nothing in this section is intended to in any way restrict the authority of Building Supervisors.

D.2.3 Categorizing Hours

The number of hours an employee works within the Ferndale Adult Education Consortium shall be combined for purposes of determining a category if commenced prior to the Fall Official Count Day. Any hours combined beyond the Fall Official Count Day will not be categorized for insurance purposes. Said non-categorized hours will be categorized for the second year if the hours still exist and will be given to the same person who taught them the first year provided that said teacher successfully completed said assignment. A.C.E. Administration shall determine the issue of "successful completion" provided that said decision is not arbitrary or capricious.

ARTICLE D.3—TEACHER RIGHTS AND RESPONSIBILITIES

D.3.1 Right to Organize

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 membership in the Association, participation in any activities of the Association, or collective professional negotiations with the Board, or institution of any grievance, complaint or proceedings under this Agreement or

otherwise with respect to any terms or conditions of employment.

D.3.2 FEA Use of District Facilities

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 FEA Use of Communication Services

The F.E.A. may use the district's communication services and teacher mailboxes for its business and social event 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 Standard for Disciplinary Decisions

Any discipline, reduction in rank or compensation, or discharge asserted by the Board against an employee subject to the Michigan Teacher Tenure Act, as amended, shall not be arbitrary or capricious. With regard to employees who are not subject to the Michigan Teacher Tenure Act, as amended, such employees shall not be disciplined, reduced in rank or compensation, or discharged without just cause. Any such discipline, reduction in rank or compensation, or discharge asserted by the Board shall be subject to the grievance procedure in Schedule D. In all such matters, the arbitrator shall be limited to whether the action by the Board was arbitrary and capricious if imposed against an employee subject to the Michigan Teacher Tenure Act, as amended, and shall base the award upon such determination. If the employee is not subject to said Act, then the arbitrator shall use the just cause standard in arriving at an award. However, the discharge, demotion or suspension without pay of a tenured teacher shall not be the subject to the grievance provisions of this agreement. (For tenured teachers, refer to Article D.13 of this addendum.

D.3.5 Category F Exclusion

Section 4 above does not apply to Category F instructors.

D.3.6 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 or vice president before it is submitted to the Board.

ARTICLE D.4—RIGHTS AND RESPONSIBILITIES OF THE BOARD

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.

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.

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

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

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, sit down, 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.

The School Board will not lock out any employees.

ARTICLE D.6—COMPLIANCE WITH THE LAW

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.

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.

ARTICLE D.7—TEACHER RESPONSIBILITIES, EVALUATIONS, PERSONNEL FILES

D.7.1 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. If attendance at an open house outside of the regularly scheduled Adult

Education workday is required, the teacher shall be compensated through an equal amount of compensatory time or pay at their regular hourly rate.

- E. Reasonable participation in public-oriented activities of the Adult and Community Education Program.

D.7.2 Evaluations

Teacher evaluations shall follow the policies and procedures established by the Board in its sole discretion in accordance with applicable law.

The work of all teachers shall be evaluated in writing by December 1 and April 15 of the probationary years and by April 15 each year thereafter. Teachers who receive a rating of minimally effective or ineffective in their most recent annual evaluation will receive a mid-year progress report in accordance with applicable law.

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

The Board will provide probationary teachers with notice of rehire, further probation or dismissal in accordance with applicable law.

D.7.3 Personnel Files

Each teacher shall have the right, upon written request, to review the contents of their own personnel file maintained in the Adult and Continuing Education Office. 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 usually sought at the time of the employment, are specifically exempted from review. The administrator shall, in the presence of the teacher or the teacher's authorized representative, remove the above referenced credentials from the file prior to a review of the file by the teacher.

All communications, including evaluations by the Ferndale administrators, commendations, and validated complaints directed toward the teacher which are included in the personnel file shall be initiated by the person making the entry and a copy sent to the teacher within ten (10) work days of its inclusion. A teacher will be given thirty (30) workdays from the date the teacher received his/her copy to furnish written comment for entry into the file. Anonymous complaints shall not be considered as valid. The confidentiality of personnel files shall be maintained.

ARTICLE D.8—WORKING CONDITIONS AND CONDITIONS OF EMPLOYMENT

D.8.1 General Working Conditions

- A. **Lunch Policy**--In programs with a scheduled meal break, the break shall be duty free and unpaid.
- B. **Seniority**--Seniority shall be maintained separately within each member school district. Seniority shall be defined as the date of hire within each of the consortium member school districts.
- C. 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.
- D. At no time shall any teacher be required to be scheduled to work more than 40 hours/week.
- E. **Substitutes**--The Adult Education Administration will maintain a list of substitutes for teachers and will provide, contact and pay for the substitutes.
- F. **Lavatories and Lunchrooms**--The Board agrees to provide lavatories for the exclusive use of the staff at all locations, if it is possible to do so. The Board shall also provide for an adequate place to eat lunch.
- G. **Posting of Vacancies**--All certified positions will be posted in the major centers where Adult Education classes are held as well as the Adult Education main administrative office. Postings shall be placed on the district website. Current Adult Education employees who have applied shall be considered for vacancies.
- H. **Shared and Part Time Teaching**--Article 27 shall not apply to those employees covered by this section of the agreement.

D.8.2 Class Cancellations and Reductions

- A. **Reduction Due to Enrollment**
No teacher's employment will be terminated for insufficient enrollment in their class after the

end of the accounting period of each term for which State aid applies and students are counted. In order for a class to be canceled on or before the above referenced time, there has to be fewer than twenty (20) students who count toward State aid. The decision to keep a class open with fewer than twenty (20) students who count toward State aid shall be at the discretion of the Board of Education.

B. Layoff/Reduction of Hours

The unit member will have the responsibility to apprise the director of Adult Education of employment status and current address. The unit member will be given ten calendar days from the date of the receipt of a registered letter of recall to indicate his/her acceptance or rejection of the re-employment. Failure to respond within the ten calendar day period will end the employee's seniority rights.

C. Unemployment Benefits

A teacher who is laid off 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 reimburse the Board 85% of the unemployment compensation received.

A teacher who is responsible for reimbursing the Board 85% of his/her unemployment compensation will repay the Board according to Option 1, described below, unless they notify the Board they prefer Option 2 within 15 days of receipt of Notification to Repay. The Board will notify the teacher of its intention to recover 85% of the employment compensation once the district receives notice of the amount of unemployment compensation received.

Option 1. The 85% repayment will be made on a bi-weekly basis through payroll deduction over the remaining scheduled pay periods for the employee with the full debt repaid by June 30 of each year.

Option 2. The teacher may write a check to the school district to repay 85% of the unemployment compensation received.

The Board agrees to reference this section in the initial layoff letter.

ARTICLE D.9—PROTECTION OF TEACHERS

D.9.1 Administrative Support

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 Damage Reimbursement

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 \$500.00, 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 \$500.00. Total annual liability for the Board under this Agreement for Adult Education teachers 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/her 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 Board Assistance Regarding Physical Assault

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 days when classes are officially in session.

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 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 or his/her designee
- 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 or his/her designee of the A.C.E. program. The Director or his/her designee 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 or his/her designee 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 Deputy Superintendent of Administrative Services. The Deputy Superintendent of Administrative Services and an F.E.A. representative shall, within ten (10) days following receipt of the grievance, arrange for and hold a grievance hearing. The Deputy Superintendent of Administrative Services 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, the parties will first attempt to mutually agree on an arbitrator, place, and date for the hearing. If that fails, then 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. Both parties, if any, of the impartial arbitrator shall share the expenses and fee, if any.

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 Deputy Superintendent of Administrative Services.

D.10.7 Miscellaneous

- A. The Deputy Superintendent of Administrative Services 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. Grievance forms will be provided by the F.E.A.
- 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

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.

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 Adult Education/Adult Alternative Education Director (hereafter referred to as AE Director) or his/her designee 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

This addendum shall comply with the current Family Medical Leave Act and rights and responsibility thereto. An explanation of benefits covered in this Act is found on the last page of this addendum.

The teacher shall notify the employer of said leave by sending notification to the AE Director or his/her designee. 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 AE Director or his/her designee 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

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 these teachers to be covered under the Tenure Act.

Per the above Article 13.1, all provisions of this personnel policy are to be in compliance with the MICHIGAN TEACHERS' TENURE ACT, as amended.

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.

ARTICLE D.14—HOURS, WORK-DAY AND WEEK

D.14.1 Alternative Education Work Week

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

D.14.2 Alternative Education Work-day

Each workday of the contractual academic year contains at least the State minimum of required instructional hours. 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 materials, etc. Teachers will be advised of the bell schedules in each of the buildings by letter at the beginning of the school year. The teacher's workday shall start thirty (30) minutes prior to the start of the student workday, and end thirty (30) minutes following the last class of the day.

The school work day will be six hours of instruction and one hour preparation. All teachers shall be entitled to no less than a thirty- (30) minute duty-free lunch period.

ARTICLE D.15—PAY SCHEDULES AND PAY DATA
(All Categories)

D.15.1.A. Alternative Education Pay Schedule 2012-2013

The Board will develop a performance based method of compensation which will govern how teachers will be compensated.

Alternative Education and Shared Time (St. Paul's) Pay Schedule						
Alternative Education Categories A, B, C, & D	Step	2012 - 13 Salary			2012-13 Hourly Rates	
		BA	MA	Counselor **	BA	MA
	0	\$28,205	\$29,648	\$34,108	\$21.29	\$22.37
	1	\$29,465	\$31,075	\$35,780	\$22.24	\$23.46
	2	\$31,075	\$32,698	\$37,681	\$23.46	\$24.67
	3	\$32,698	\$33,468	\$38,583	\$24.67	\$25.26
	4	\$33,468	\$34,334	\$39,598	\$25.26	\$25.91
	5	\$34,334	\$35,383	\$40,828	\$25.91	\$26.70
	6	\$34,978	\$36,069	\$41,631	\$26.40	\$27.23
	7	\$35,625	\$36,768	\$42,330	\$26.88	\$27.75
Step for those who have completed 10 years	L-10	\$36,283	\$37,424	\$42,986	\$27.39	\$28.24
					(Hourly rates determined by dividing annual salary by 1325 hours)	

**** Counselors will be required to work a minimum of 8 hours per day for a total of 194 days per school year**

D.15.1.B. **Adult Education Hourly Pay Schedule 2012-2013**

Categories A, B, C, D and E-1	STEP	2012-13 BA	2012-13 MA
	0	\$19.16	\$20.28
	1	\$20.13	\$21.39
	2	\$21.39	\$22.66
	3	\$22.66	\$23.26
	4	\$23.26	\$23.93
	5	\$23.93	\$24.74
	6	\$24.43	\$25.29
Step for those who have completed 10 years	L-10	\$24.92	\$25.82

Alternative Education teachers who move into Adult Education positions for the 2012-13 school year will continue to receive step increases that they would have been entitled to under the salary schedule for Alternative Education teachers up to the 2012-2013 ACM base salary schedule located in Schedule E.

D.15.1.C **Alternative and Adult Education Child Care Pay Schedule 2012-2013**

Category E-2 teachers	STEP	Assoc. and/or CDA 2012-13	BA 2012-13
	0	12.13	12.82
	1	12.67	13.43
	2	13.43	14.22
	3	14.22	15.08
Step for those who have completed 10 years	L	14.59	15.46

For the 2013-2014 school year, Alternative Education/Adult Education/Alternative and Adult Child Care salaries will be decreased off schedule by 4%.

For the 2014-2015 year, an 11th step at a 4% increase over the 2012-2013 schedule will be created as shown below. Additionally, employees's salaries will be decreased off schedule by 5%. All employees will receive a step increase in 2014-2015. Employees who are not brought back to at least their rate of pay on the 2012-13 salary schedule as of July 1, 2014 after the 4% salary schedule reduction and step increase will receive a wage freeze for the 2014-2015 school year. Adult Education teachers not eligible for a step increase will receive a \$.25 per hour increase effective July 1, 2014

		2012 - 13 Salary			2012-13 Hourly Rates	
St. Pauls and Alternative Education Categories A, B, C, & D	Step	BA	MA	Counselor **	BA	MA
		\$37,734	\$38,921	\$44,705	\$27.64	\$28.49

Adult Education Hourly Pay Schedule Categories A, B, C, D and E-1	STEP	2012-13 BA	2012-13 MA

		\$25.17	\$26.07
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Alternative and Adult Education Child Care Pay Schedule 2012-2013

Alternative and Adult Education Child Care Category E-2 teachers	STEP	Assoc. and/or CDA 2012-13	BA 2012-13
		\$14.84	\$15.71

For the 2016-2017 school year, employees will receive a 1% off schedule increase.

The Board has agreed to the following triggers for the 2014-15 school years:

- D. In the event of an increase in the foundation allowance provided the District by the State, for every \$100 increase in the Foundation Allowance the Board will increase bargaining unit member's pay by one half of one percent (.005);
- E. In the event the Board's pending appeal with the Department of Education regarding reimbursement of Foundation Allowance regarding the DLC is successful, for every full \$150,000 received by the District, the Board will increase bargaining unit member's pay by one quarter of one percent (.0025); and
- F. In the event of an increase in enrollment at the schools and programs in existence for the 2013-14 school year (3145 students), for every full \$150,000 received by the District in Foundation Allowance attributed to the increase in student enrollment, the Board will increase bargaining unit member's pay one quarter of one percent (.0025).

D.15.2 Holiday Pay

All Category A, B, C, D, and E teachers who work at least eight (8) weeks per semester shall receive one (1) day's holiday pay per semester to a maximum of two (2) per year. The holiday pay shall be paid no later than the teacher's last received paycheck of each semester.

D.15.3 Paid Professional Support

- A. All Category A and B teachers will receive, in addition to paid instruction time, pay for Professional Support, which includes the following responsibilities:
 1. Instructional class preparation.
 2. Necessary record keeping for class.
 3. Building and/or department meetings which may be scheduled, not to exceed a total of twelve (12) in a school year.
 4. Two (2) days of scheduled professional development to include the opening in-service and one other full day in-service during the year.

All Category C, D, and E teachers will receive, in addition to paid instructional time, pay for:

- 1. Professional Support which includes the following responsibilities:
 - a) Instructional class preparation
 - b) Necessary record keeping for class
- 2. Scheduled professional development, in-service and other required meetings. Teachers will submit time cards for:
 - a) Two (2) days of scheduled professional development to include the opening in-service and one other in-service during the year
 - b) Any other required meetings

- B. Pay for Professional Support:

Category A

6 hours paid Professional Support time per week.

Category B

4.5 hours paid Professional Support time per week.

Category C

2.25 hours paid Professional Support time per week, plus staff members will submit a time card for all required meetings.

Category D

64 hours of pay for each 60 hours of instruction per semester taught, plus staff members will submit a time card for all required meetings.

Category E-1

will follow Category A, B or C, depending upon their assigned working hours.

Category E-2

will be paid professional support time based upon the following number of hours worked:

- 30 or more hours per week receive 3 additional hours
- 20 or more hours per week, but less than 30 hours, receive 2 additional hours
- 10 or more hours per week, but less than 20 hours, receive 1 additional hour
- Less than 10 hours per week receive 0 additional hours

Category E-2

staff members will submit a time card for all required meetings.

D.15.4 Consortium Pay/Benefits

Consortium member district's pay and benefits for Categories A, B, C, D (and E and F if the Ferndale Board of Education operates the Program) shall be the same.

D.15.5 Pay Periods

At the beginning of the school year, teachers in categories A and B will be given a choice, within the capabilities and parameters of the District's payroll software, to be paid by time card, or spread their pay equally over 20 pay periods, (or 22 pay periods with or without a summer lump sum option, if possible). In all other categories the administration shall have discretionary authority to have a member utilize a time card when deemed in the district's and/or business office's best interest.

D.15.6 Eligibility for Pay Raises

Eligibility for a pay raise will be calculated using the first date of work. This anniversary date must be on or before the first fall student count day of the school year in order to advance to the next full step in pay the following school year, which begins September 1. Unit members hired after the first student count day and on or before the second winter student count day of the school year will advance to the next half step in pay the following school year. Those hired after the second student count day would not advance a step in the next school year.

D.15.7 Direct Deposit

Teachers will receive their annual salary and any additional compensation in accordance with the salary Schedule D.15 of the Agreement, said payments to be made through Direct Deposit.

D.15.8 Jury Duty

A teacher required to serve as a juror in any proper court of jurisdiction will continue to be paid 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.15.9 Mileage

Mileage shall be paid to Alternative Education teachers at the current IRS rate if they are teaching consecutive assignments at more than one location during the same day or if they are directed to go to a building in which they do not usually teach by an administrator for the purpose of conducting school business.

D.15.10 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.

D.15.11 Compensation for Extra Curricular Assignments

The hourly curriculum rate for Adult/Alternative Education teachers will be calculated at the rate and BA minimum referenced in Article 10.6.1.

ARTICLE D.16—INSURANCE

D.16.1 Insurance Pak Plans

For the 2012-2013 school year, the Board of Education will provide for each bargaining unit member, spouse, and eligible dependents medical benefits as follows:

MESSA-PAK, which shall include the following: (The information below represents an outline of negotiated MESSA Pak coverage. For complete insurance information, please refer to the full plan details provided by MESSA.)

MESSA PAK Plan options for employees needing health insurance:

Choices II (\$500/\$1,000 in-network deductible and \$20 office visit)

OR

ABC Plan 1 (\$1,250/\$2,500 in-network deductible with Health Savings Account)

Long Term Disability: 66 & 2/3%
 \$2,500 maximum
 180 Calendar Days - Modified Fill
 Freeze on Offsets
 Alcohol/Drug and Mental/Nervous - Same as any other illness
 COLA

Delta Dental Plan: see chart below
 Negotiated Life Ins. \$60,000 with AD&D (plus \$5,000 life from Choices II policy)
 Vision Insurance VSP-3
 Prescription RX Pharmacy Saver Plan

MESSA PAK Plan B for employees not needing health insurance:

Delta Dental Plan see chart below
 Negotiated Life Ins. \$60,000 with AD&D
 Vision VSP-3
 Long Term Disability 66 & 2/3% same as above
 Cash Option* \$700 a year or \$70 monthly payment for 10 months

DENTAL COVERAGE

Pak A Coverage	
Coverage	80/80/80--\$2,000 Max
Ortho	50%--\$2,000

Pak B Coverage	
Coverage	80/80/80--\$2,000 Max
Ortho	50%--\$2,000

- A. For **Category A** and **E-1** teachers who teach 30 or more hours per week, the MESSA-PAK will include Plan A for employees needing health insurance. The Board will pay the total premiums for the employee, spouse and eligible dependents.
- B. For **Category B** and **E-1** teachers who teach 25 or more but less than 30 hours per week, the Board shall pay the total premium for the employee only (single subscriber).
Category B and **E-1** teachers who teach 25 or more but less than 30 hours per week can buy "up" (i.e., the difference between Oakland County single subscriber rate and the two person or full family rate) as allowed by carrier and law. Anyone "buying up" must make payment monthly, one month in advance. (See D.16.4 Premium Contribution Plan below) Should the employee drop out of the program or fail to make payment on time, the employee will not be reinstated in the program until the next school year
- C. **Category C** and **E-2** teachers who work at least 15 hours a week and **E-1** teachers who work at least 15 hours but less than 25 hours a week may buy into MESSA insurance, as allowed by carrier and law. An employee "buying in" must make payment monthly, one month in advance. A single subscriber "buy in" will pay no more than 70% of the present Pak rate and a two person "buy in" will pay no more than 85% of the present Pak rate. (See D.16.4 Premium Contribution Plan below) Should the employee drop out of the program or fail to make payment on time, the employee will not be reinstated in the program until the next school year.

D.16.2 Summer Insurance Premiums

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.16.3 Cash Options in Lieu of Medical Insurance

The District will provide the following cash options to health insurance benefits:

- A. **Category A** and **E-1** teachers who teach 30 or more hours per week
 Plan B MESSA-PAK for twelve (12) months and \$70 per month for ten (10) months
- B. **Category B** and **E-1** teachers who teach 25 or more but less than 30 hours per week
 1) Plan B MESSA-PAK (single subscriber) and \$30 per month for ten (10) months or

2) Plan B MESSA-PAK (2 person or full family)

The payment of the benefit will commence in the month following discontinuance of the health benefit and completion of required paperwork, which may include obtaining and completing necessary T.S.A. enrollment forms from Board-sanctioned carriers.

D.16.4 Flexible Spending Account, Premium Contribution Plan, and Additional Benefit Options

The Board shall provide for payroll deduction for employees who elect to set up a Flexible Spending Account plan under IRS Section 125, Premium Contribution Plan permitting reimbursement of expenses incurred beyond the plan year and submitted by March 31, or other MESSA options other than those negotiated in Plan A or Plan B. The Board will also provide 403(b) and 457 account payroll deduction options as well as the option to deduct for the purchase of service credit.

D.16.5 Health Insurance Cap and Employee Contributions

The District has adopted the hard cap language as provided by State law and teachers contribution obligations will be calculated pursuant to said law. This calculation shall only be made toward the health portion of the insurance premium and does not prohibit additional contribution by teachers for dental, vision, life, etc.

Employee contributions will be made through payroll deduction, evenly distributed between the first payment in September through June 30 of each year.

- A. The school district agrees to pay the cost of COBRA health insurance coverage for the months of July and August to any teachers whose employment ends as a result of the teacher resigning to take employment in another school district or who has been advised that they are being laid off effective the end of the school year.
- B. The school district agrees to pay the MPSERS health care premium co-payment for the month of July and August for those teachers who retire effective June 30 of each school year.
- C. Any employee who fails to return to work at the beginning of each school year and who has not provided notice of an intent not to return shall be obligated to pay back any insurance coverage received between July 1 and the date notice of not returning is given. Extenuating circumstances will be mutually reviewed.

ARTICLE D.17—SICK AND PERSONAL DAYS

D.17.1 Accumulation of Sick Days

All categories receiving sick days may accumulate them.

Unused sick days may accumulate in an employee's personal sick bank up to fifty (50) days. An interruption of service due to resignation or firing discontinues accumulation and credit. An interruption of service due to layoff or leave will allow for carry over of their accumulated days in their personal sick bank. Article D.17 is derived from Article D.2. except Section D.17.2 that references Article D.15.3, Category E-1 and E-2.

Sick Day Bonus

Upon retirement* from the Ferndale Public Schools, adult education bargaining unit members who have been employed as such for a minimum of ten (10) years shall receive twenty dollars (\$20) per day for accumulated sick days up to a maximum of fifty (50) days. Effective July 1, 2006 this number will change to 70 days. The maximum payout under this provision is one thousand four hundred dollars (\$1,400.00). (70 days @ \$20 = \$1,400.00) If the unit member who qualifies for this bonus should die, his/her heirs shall receive the payment.

*Retirement - Qualifies for the Michigan Public School Employees Retirement Fund

D.17.2 Absence Before and After Holidays

When an employee is absent for the scheduled work day before and/or after a holiday without proper authorization, the employee shall not receive pay for the days absent unless the absence is due to personal illness or death in the family. In the case of personal illness, the employee must submit satisfactory proof of illness if requested to do so, for example, a statement for his/her physician.

D.17.3 Sick Days Earned

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 14.2.B. On July 1, 2011, each employee will have 6 sick days added to their personal sick bank (one time only)

D.17.4 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 District Professional Relations Committee as indicated in the guidelines found in Article 13.7. 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. However, members will be allowed to use one of the three (3) annual personal days without providing rational to administration. 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 as indicated in the guidelines found in Article 13.7.

D.17.5 Religious Holidays

Three (3) religious holidays shall be added for teachers who observe religious holidays provided the teacher's report these days to the building administrator at the beginning of the school year. The days used will not be deducted from the teacher's personal business bank nor will the teacher be docked for those days.

ARTICLE D.18—MASTER SICK BANK

D.18.A.

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 employees who apply and have their application approved for sick day benefits.

D.18.B.

Funding of Sick Bank

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

1. The Master Sick Bank will be initially funded in the 1995-96 school year by each Category A, B, or E teacher who works 25 hours per week or more contributing one (1) day from the 1995-96 sick day allotment. It has been agreed that eligible employees will contribute 67 days. In addition, on September 1, 1995, the Board will contribute one (1) day for each Category A, B, or E teacher who is working 25 hours per week or more. It has been agreed that the Board will contribute 65 days. The 1995-96 school year sick bank will begin with a total of 132 days. New eligible employees will contribute one (1) day to the Master Sick Bank upon date of hire.
2. If the number of days in the Master Sick Bank falls below one (1) day, each eligible employee will contribute an additional day.

D.18.C.

Eligibility - Master Sick Bank

To be eligible to apply to the Master Sick Bank Committee for sick day benefits, a teacher must have worked a minimum of fifteen (15) school days in the district and be a Category A, B, or E teacher who works 25 or more hours per week. In addition, the teacher must first deplete his/her current sick day allowance before eligibility to use the Master Sick Bank becomes effective. Required documentation must be presented and the request approved by the Sick Bank Committee. There is a lifetime limit of thirty (30) days which eligible members may borrow from the Master Sick Bank.

D.18.D.

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.

D.18.E.

Sick Bank Committee

The Sick Bank Committee shall be composed of three (3) teachers, one an eligible Category A teacher, one an eligible Category B teacher and the third, an eligible Category E teacher, where

possible. It has been agreed that, the chairperson of the K-12 sick bank committee will be a non voting member.

D.18.F. Board Retention of Sick Days

All sick leave days accumulated by any teacher in his/her current allowance or those days transferred to the Master Sick Bank from his/her 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/her 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/her employment has terminated.

D.18.G. 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.

D.18.H. 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.

D.18.I. 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 or funding for Adult Education terminates.

ARTICLE D.19—CALENDAR COMMITTEE

Pursuant to State law, the starting day of the school year and adherence to the common school calendar are not subject to negotiation. An FEA calendar committee shall annually meet with designated representatives of the Board to discuss calendar for each succeeding school year, said meeting to begin by February 1 of each year. Nothing in this agreement waives the lawful right of the Board to annually and unilaterally establish the first day of school. The purpose of this committee is to make recommendations for submission and final approval by the FEA and the Board.

The Adult Education/Alternative Education calendar does not guarantee the number of work hours for any group or individual. Individual member's work schedules shall be conveyed by a written schedule.

ARTICLE D.20—MISCELLANEOUS

D.20 Master Agreement Copies

Electronic copies of this Agreement shall be made available online to all teachers now employed or hereafter employed by the Board, at Board expense. The Board shall provide the F.E.A. with 50 printed copies. Said copies shall be made available within 30 days upon ratification of both parties unless an alternate time period is mutually agreed upon.

ARTICLE D.21—FAMILY & MEDICAL LEAVE ACT OF 1993

D.21 Family & Medical Leave Act of 1993

All rights, obligations, and terms under the FMLA and this section will be interpreted according to applicable law. The FMLA requires covered employers to provide "eligible" employees up to 12 weeks of unpaid, job-protected leave for certain family and medical reasons and up to 26 weeks of such leave to care for a covered service member. Employees are eligible to take FMLA leave for a qualifying reason if they have worked for a covered employer for at least 12 months, and for 1,250 hours over the 12 month period immediately preceding the leave, and if there are at least 50 employees within 75 miles.

A. Reasons for Taking FMLA Leave

Up to 12 workweeks of unpaid leave must be granted for **any** of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
 - to care for the employee's spouse, son or daughter, or parent, who has a "serious health condition;"
 - for a "serious health condition" that makes the employee unable to perform the employee's job;
- or**
- for any "qualifying exigency" because the employee's spouse, son or daughter, or parent is on active duty or call to active duty in the National Guard or Reserves in support of a contingency operation (or is a retired member of the Armed Forces or Reserves and has been called to active duty).

Up to 26 workweeks of unpaid leave during a "single 12-month period" must be granted to an eligible employee who is a spouse, son or daughter, parent, or next of kin of a covered service member with a serious injury or illness to care for that covered service member.

At the employee or employer's option, certain kinds of paid leave may be substituted for unpaid leave. In these situations, paid leave will run concurrently with unpaid FMLA leave to the fullest extent allowed by applicable law.

B. Intermittent or Reduced Schedule FMLA Leave

Under some circumstances, employees may take FMLA leave intermittently – taking leave in separate blocks of time for a single qualifying reason – or on a reduced leave schedule – reducing the employee's usual weekly or daily work schedule. Intermittent or reduced schedule leave for the birth or placement of a child for adoption or foster care may be taken only with approval by the District. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to disrupt the District's operations. Employees taking intermittent or reduced schedule leave must follow the District's standard absence reporting procedures absent unusual circumstances.

Special FMLA rules apply to teachers or other instructional employees who need intermittent or reduced schedule leave for more than 20% of the total number of working days over the period the leave would extend, or whose leave will occur at the end of the term or semester. In these circumstances, the District may require the teacher to take leave for a fixed period or temporarily transfer to an alternate position. Employees will be informed if the special rules apply to their leave.

C. Advance Notice and Medical Certification

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable." Where 30 days advance notice is not possible, the employee must provide notice as soon as is practicable (generally either the same or next business day).
- The employee must provide sufficient information to allow the District to determine if the leave may qualify as FMLA leave as well as the anticipated timing and duration of the leave.
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

D. Job Benefits and Protection

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."
- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

ARTICLE D.22—EMERGENCY MANAGER

An emergency financial manager appointed under the local government and school district fiscal accountability act, 2011 Public Act 4, MCL 141.1501 *et seq.*, may reject, modify, or terminate this collective bargaining agreement as provided in that act.

SCHEDULE E—ACADEMIC CASE MANAGERS

ARTICLE E.1—RECOGNITION

E.1 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 "Academic Case Manager" for the purposes of this section, within this document, and based upon eligibility requirements established by the Board of Education means certified teachers within Ferndale's Digital Learning Center and on the Academic Case Manager's salary schedule.

ARTICLE E.2—EMPLOYEE DEFINITION

E.2 Employee Definition

The term "Academic Case Manager" (ACM) when used hereinafter in this section shall refer to all employees represented by the F.E.A. at Ferndale's Digital Learning Center in the professional negotiating unit as above defined.

ARTICLE E.3—ACM RIGHTS AND RESPONSIBILITIES

E.3 ACM Rights and Responsibilities

A. Pursuant to the recognition of the Academic Case Manager position as members of the F.E.A., Academic Case Managers adhere to all rights and responsibilities detailed in Section 3, with the **exception** being those categories detailed below, of the contract as follows, with the term "teacher" being replaced with "Academic Case Manager":

- i. Right to Associate
- ii. Use of School Facilities
- iii. Communication Services
- iv. Financial Information
- v. Board Agenda Information
- vi. Miscellaneous Information
- vii. Membership Pins
- viii. Responsibility to Perform Duties
- ix. Review of Personnel File
 1. Right to Representation
- x. Standard for Disciplinary Action

B. It is the responsibility of the F.E.A. and each ACM, as well as the Board, within available resources, to provide the highest quality educational program for every student enrolled in Ferndale's Digital Learning Center. On the ACM's part this includes:

1. To strive for excellence in academic coaching and providing the instructional support and continuous feedback and communication to ensure student success;
2. Clear and consistent communication with students and families;
3. Build and sustain quality relationships with students to foster academic success;
4. Assess student work and provide feedback to students in academic cohort;
5. Continuously communicate, including one on-site advising appointment, with each student on the ACM's caseload;
6. Complete weekly progress reports and data profiles for all students on the ACM's caseload;

7. Write and submit weekly activity report of work complete for virtual days;
8. Attend at least one open house and one curriculum night per year;
9. Reasonable annual attendance in public-oriented activities for the school including:
 - a. Partner Appreciation Event; and
 - b. Student Recruitment and Information Event;
10. Promptness in meeting students and cohort academic advising times, 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.

ARTICLE E.4—PROFESSIONAL COMPENSATION

E.4 Professional Compensation

A. Digital Learning Center Pay Schedule

2012-13 BA	2012-13 MA	2012-13 Counselor
\$36,000	\$38,500	\$44,275

Effective July 1, 2014 the DLC salary schedule starting wage and BA and MA will be the same as the FEA K-12 starting wages. Notwithstanding any reduction agreed upon during 2013-14 negotiations the Step 2 salary for DLC ACMs will be the same as the K-12 schedule.

Single steps for ACMs will be granted every year beginning in the 15/16 school year or based on date of hire at the same index as the K-12 schedule to a maximum of 5 steps. This index applies to all ACMs employed by the district as of February 13, 2014.

The Board has agreed to the following triggers for the 2014-15 school years:

- G. In the event of an increase in the foundation allowance provided the District by the State, for every \$100 increase in the Foundation Allowance the Board will increase bargaining unit member's pay by one half of one percent (.005);
- H. In the event the Board's pending appeal with the Department of Education regarding reimbursement of Foundation Allowance regarding the DLC is successful, for every full \$150,000 received by the District, the Board will increase bargaining unit member's pay by one quarter of one percent (.0025); and
- I. In the event of an increase in enrollment at the schools and programs in existence for the 2013-14 school year (3145 students), for every full \$150,000 received by the District in Foundation Allowance attributed to the increase in student enrollment, the Board will increase bargaining unit member's pay one quarter of one percent (.0025).

B. Compensation of Academic Case Managers

The compensation of ACMs is based upon a normal work week (40 hours) and is defined by the ACM calendar not to exceed 185 days. Four (4) days prior to the beginning of the ACM student school year will be for professional development.

C. Reporting of Academic Case Managers

ACMs shall be required to report three weeks prior to the start of the school calendar year.

D. Holidays

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

ARTICLE E.5—HOURS, WORK-DAY AND WEEK

E.5 Article 7 – Hours, Work-Day and Week

A. Work Week

ACMs will work a 40 hour work week with two of the five days required to be physically on-site for 8 hours and 15 minutes each day and the other three days, of 23.5 hours, to be conducted in a virtual work setting, with two of these hours to be used for prep time.

B. Work Day

1. On-site Days

- a. Academic Case Managers will report 20 minutes prior to the student start time for the assigned on-site days.
- b. For on-site days, Academic Case Managers will facilitate content area study tables and coach students in their academic cohort in the certified content area assigned.
- c. Additionally, for on-site days, Academic Case Managers will spend time in individual academic advising sessions with students on their caseload. ACMs also will work in the Learning Center space and coach students on an as-needed basis.

2. Virtual (off-site) Days

- a. Academic case managers will submit for approval a bi-weekly schedule for virtual days to the Program Director. This schedule must be approved one-week in advance and reflective of student cohort needs.
- b. ACMs will grade assignments and log grades as well as update student progress notes and complete a weekly activity and status report.
- c. ACMs will provide virtual academic support including: answering student questions, checking on student progress, hosting online discussions, building student/ACM relationships, etc.

ARTICLE E.6—TEACHING CONDITIONS

E.6 Article 9 – Teaching Conditions

A. Cohort Size

Academic Case Managers will function as a content specialist, responsible for providing academic coaching and facilitation and grading student work for that content area, for a maximum of 250 students.

B. Academic Case Load

1. Academic Case Managers will provide individualized academic support and advising to a maximum of 50 students.
2. Students on the assigned case load will be representative of the corresponding cohort. In other words, ACMs will function as a content specialist for 250 kids, of which 50 are assigned to the ACMs individual case load.

C. Supplies

ACMs will receive the necessary supplies in order to ensure success. Supplies include one laptop and included software, as well as wireless access. Such named supplies are property of the District.

D. ACM Facilities

Academic Case Managers will be provided a shared work space and shared classroom space.

ARTICLE E.7—ABSENCE POLICIES

E.7 Absence Policies

ACMs will receive 7 sick days and 2 personal days to be used based on the guidelines established in the Master Agreement.

Current FEA members who are hired as ACMs and/or Counselors in the Digital Learning Center will maintain their seniority and accumulated sick days.

ARTICLE E.8—EVALUATION

E.8 Evaluation

ACMs will be evaluated pursuant to the evaluation tool and procedures as developed by the Board.

ARTICLE E.9—TENURE

E.9 Tenure

ACMs will be eligible to earn tenure pursuant the tenure laws of the State of Michigan.

ARTICLE E.10—INSURANCE

E.10 Insurance Pak Plans

For the 2012-2013 school year, the Board of Education will provide for each bargaining unit member, spouse, and eligible dependents medical benefits as follows:

MESSA-PAK, which shall include the following: (The information below represents an outline of negotiated MESSA Pak coverage. For complete insurance information, please refer to the full plan details provided by MESSA.)

MESSA PAK Plan options for employees needing health insurance:

Choices II (\$200/\$400 in-network deductible and \$20 office visit)

OR

ABC Plan 1 (\$1,250/\$2,500 in-network deductible with Health Savings Account)

Long Term Disability:	66 & 2/3%
	\$2,500 maximum
	180 Calendar Days - Modified Fill
	Freeze on Offsets
	Alcohol/Drug and Mental/Nervous - Same as any other illness
	COLA
Delta Dental Plan:	see chart below
Negotiated Life Ins.	\$60,000 with AD&D (plus \$5,000 life from Choices II policy)
Vision Insurance	VSP-3
Prescription	RX Pharmacy Saver Plan

MESSA PAK Plan B for employees not needing health insurance:

Delta Dental Plan	see chart below
Negotiated Life Ins.	\$60,000 with AD&D
Vision	VSP-3
Long Term Disability	66 & 2/3% same as above
Cash Option*	\$700 a year or \$70 monthly payment for 10 months

DENTAL COVERAGE

Pak A Coverage	
Coverage	80/80/80--\$2,000 Max
Ortho	50%--\$2,000

Pak B Coverage	
Coverage	80/80/80--\$2,000 Max
Ortho	50%--\$2,000

E.10.2 Health Insurance Cap and Employee Contributions

The District has adopted the hard cap language as provided by State law and FEA members' contribution obligations will be calculated pursuant to said law. This calculation shall only be made toward the health portion of the insurance premium and does not prohibit additional contribution by teachers for dental, vision, life, etc.

Employee contributions will be made through payroll deduction, evenly distributed between the first payment in September 2012 through June 30, 2013.