

AGREEMENT

between

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

and

THE FERNDALE EDUCATION ASSOCIATION

2017-2019



Ferndale Public Schools

871 Pinecrest
Ferndale, MI 48220

Table of Contents

FERNDALE PUBLIC SCHOOLS	1
COLLECTIVE BARGAINING AGREEMENT.....	10
ARTICLE 1—PREAMBLE.....	10
ARTICLE 2—RECOGNITION	11
2.1 BOARD RECOGNITION	11
2.2 TERM DEFINITIONS	11
2.3 EMPLOYEE DEFINITION	11
2.4 EXCLUSIVE NEGOTIATION.....	12
2.5 F.E.A. REPRESENTATION	12
2.6 NO DISCRIMINATION.....	12
2.7 DUES DEDUCTION	12
2.8 NO DENIAL OR RESTRICTION OF RIGHTS.....	12
ARTICLE 3—TEACHER RIGHTS AND RESPONSIBILITIES	13
3.1 RIGHT TO ASSOCIATE.....	13
3.2 USE OF SCHOOL FACILITIES	13
3.3 COMMUNICATION SERVICES	13
3.4 FINANCIAL INFORMATION.....	13
3.5 BOARD AGENDA INFORMATION	13
3.6 MISCELLANEOUS INFORMATION	13
3.7 GENERAL RESPONSIBILITIES	13
3.8 MEMBERSHIP PINS	14
3.9 RESPONSIBILITY TO PERFORM DUTIES	14
3.10 F.E.A. RELEASED TIME.....	14
3.11 REVIEW OF PERSONNEL FILE.....	14
3.12 RIGHT TO REPRESENTATION	15
3.13 STANDARD FOR DISCIPLINARY DECISIONS.....	15
3.14 ACADEMIC FREEDOM.....	15
3.15 ASSIGNMENT OF DUTIES	15
ARTICLE 4—RIGHTS AND RESPONSIBILITIES OF THE BOARD.....	15
4.1 STATEMENT OF BOARD RIGHTS	15
4.2 LIST OF BOARD RIGHTS	15
4.3 NON-INVOLVEMENT OF STUDENTS	16
4.4 NON-WAIVER OF RIGHTS.....	16
ARTICLE 5—JOINT RESPONSIBILITIES	16
5.1 NO STRIKE 16	
5.2 NO LOCKOUT	16
ARTICLE 6—PROFESSIONAL COMPENSATION.....	16
6.1 COMPENSATION OF TEACHERS.....	16
6.2 REPORTING OF TEACHERS.....	16
6.3 HOLIDAYS 16	
6.4 PRIOR EXPERIENCE	16
6.5 EXTRA-CURRICULAR	17
6.6 MASTER’S DEGREE EARNED	17
6.7 WORK SCHEDULE	17
6.8 PAYMENT OF COMPENSATION.....	17
6.9 MILEAGE REIMBURSEMENT	18
ARTICLE 7—HOURS, WORK-DAY AND WEEK	18
7.1 WORK WEEK.....	18
7.2 WORK-DAY 18	
7.3 PROFESSIONAL DEVELOPMENT DAYS	19
7.4 RECORDS DAYS.....	19
7.5 ANNUAL WORK DAYS	19

7.6	SPECIAL EDUCATION LUNCH COVERAGE.....	19
7.7	BREAKFAST SUPERVISORS	19
ARTICLE 8—TEACHING LOADS AND ASSIGNMENTS.....		19
8.1	TEACHER AVAILABILITY TO STUDENTS	19
8.2	CLASS PERIOD/PREPARATION*	19
8.3	ELEMENTARY SPLIT SECTIONS.....	19
8.4	TEACHER QUALIFICATIONS.....	19
8.5	GRADE LEVEL/SUBJECT ASSIGNMENTS	19
ARTICLE 9—TEACHING CONDITIONS		19
9.1	OPTIMUM SCHOOL FACILITY USAGE POLICY	19
9.2	TEACHER’S USE OF SCHOOL DAY	19
9.3	CLASS SIZE	20
9.4	TEACHER/PUPIL RATIO	20
9.5	SUPPLIES	20
9.6.	FACILITIES FOR TEACHER’S USE	20
9.7	PARKING FACILITIES	20
9.8	PRIVACY	20
9.9	WITHOUT DISCRIMINATION TO STAFF OR STUDENT.....	20
9.10	SUPPLIES NEEDED.....	21
9.11	BUILDING TEAM.....	21
9.12	REFERRAL LOG	21
9.13	TRAINING/LIMITATIONS REGARDING MEDICALLY FRAGILE STUDENTS.....	21
ARTICLE 10—PROMOTIONS & VACANCIES		21
10.1	ANNOUNCEMENT OF VACANCY	21
10.2	PROMOTION	21
10.3	SUMMER POSTINGS	21
10.4	PROMOTION/RETURN TO TEACHER STATUS.....	22
10.5	POSTING OF NEW BARGAINING UNIT POSITIONS AND VACANCIES	22
ARTICLE 11—TRANSFERS.....		22
11.1	VOLUNTARY TRANSFERS	22
ARTICLE 12—LAYOFF AND RECALL PROCEDURES.....		22
12.1	INSURANCE DURING LAYOFF	22
12.2	UNEMPLOYMENT BENEFITS	22
12.3	CASA	23
ARTICLE 13—ABSENCE POLICIES.....		23
13.1	JOB RELATED INJURY/WORKER’S COMPENSATION.....	23
13.2	SICK DAYS EARNED	23
13.3	ABSENCES AT START OF SCHOOL YEAR.....	23
13.4	ABSENCES PRIOR/AFTER HOLIDAY	23
13.5	ABSENCE ABUSE.....	23
13.6	PERSONAL BUSINESS DAYS.....	23
13.7	PERSONAL BUSINESS DAY POLICY.....	24
13.8	RELIGIOUS HOLIDAYS	24
13.9	JURY DUTY	24
ARTICLE 14—LEAVES OF ABSENCE POLICIES		24
14.1	LEAVES OF ABSENCE	24
14.2	LEAVES OF ABSENCE - TYPES AND SPECIFIC CONDITIONS	25
14.3	HEALTH & LIFE INSURANCE DURING LEAVE OF ABSENCE	27
14.4	FAMILY & MEDICAL LEAVE ACT OF 1993	27
ARTICLE 15—MASTER SICK BANK PLAN.....		27
15.1	MASTER SICK BANK PLAN.....	27
15.2	FUNDING OF SICK BANK	27
15.3	ELIGIBILITY - MASTER SICK BANK	27
15.4	APPLICATION	28
15.5	SICK BANK COMMITTEE.....	28

15.6	ADMINISTRATION.....	28
15.7	BOARD RETENTION OF SICK DAYS.....	28
15.8	BOARD INDEMNIFICATION	28
15.9	NO INCREASE IN BOARD LIABILITY	28
15.10	TERMINATION OF MASTER SICK BANK	28
ARTICLE 16—HEALTH EXAMINATIONS.....		29
16.1	REQUIRED PHYSICAL	29
16.2	PHYSICAL COST	29
16.3	RETURN TO WORK/EXTENDED ABSENCE.....	29
16.4	PERSONAL MEDICAL FILE.....	29
ARTICLE 17—TENURE.....		29
17.1	PUBLIC ACT NO. 4.....	29
17.2	PROBATIONARY CONTRACT	29
17.3	CONTINUING TENURE.....	29
17.4	MENTORSHIP.....	30
17.5	PROBATIONARY TEACHER EVALUATION.....	30
ARTICLE 18—PROTECTION OF TEACHERS		31
18.1	ADMINISTRATIVE SUPPORT	31
18.2	PERSONAL PROPERTY DAMAGE CLAIMS	31
18.3	TEACHER LIABILITY PROTECTION.....	31
18.4	PHYSICAL ASSAULT	31
ARTICLE 19—PROFESSIONAL RELATIONS COMMITTEE.....		31
19.1	PROFESSIONAL RELATION MEMBERS.....	31
19.2	PURPOSE OF PROFESSIONAL RELATIONS COMMITTEE.....	31
19.3	PROCEDURES OF PROFESSIONAL RELATIONS COMMITTEE	31
19.4	BUILDING PROFESSIONAL RELATIONS COMMITTEE	32
ARTICLE 20—GENERAL.....		32
20.1	SUBSTITUTE TEACHERS.....	32
20.2	TECHNOLOGY SUPPORT FOR FEA OWNED COMPUTERS.....	32
20.3	AGREEMENT SUPERSEDES.....	32
20.4	AGREEMENT DISTRIBUTION	32
20.5	STATE AND FEDERAL LAWS	32
20.6	CERTIFICATION REQUIREMENTS	32
20.7	LEAVING BUILDING.....	33
20.8	LENGTH OF TEACHING DAY	33
20.9	STUDENT DISCIPLINE CODE	33
20.10	DISCOUNT FOR ENROLLMENT IN LITTLE EAGLES	33
ARTICLE 21—GRIEVANCE PROCEDURE.....		33
21.1	DEFINITIONS	33
21.2	PURPOSE	33
21.3	STRUCTURE.....	33
21.4	PROCEDURE	33
21.5	RIGHTS TO REPRESENTATION.....	35
21.6	RELEASE TIME	35
21.7	TIME LIMITS.....	35
21.8	MISCELLANEOUS.....	35
ARTICLE 22—EXTRA-CONTRACTUAL/EXTRA CURRICULAR TEACHER OPENINGS.....		36
22.1	EXTRA CONTRACTUAL/EXTRA CURRICULAR POSTINGS	36
22.2	APPLICATION FOR EXTRA CONTRACTUAL/EXTRA CURRICULAR POSTINGS	36
22.3	APPLICATION FOR ADULT/ALTERNATIVE EDUCATION.....	36
ARTICLE 23—PREPARATION TIME.....		36
23.1	COLLABORATION AND ADMINISTRATIVE RESPONSIBILITY	36
23.2	TEACHER TO TEACHER COLLABORATION	36
23.3	PREPARATION TIME USE	36
23.4	REGULAR CLASSROOM TEACHERS (GRADES K – 6).....	36

23.5	CIRCUIT TEACHERS' PREP TIME.....	37
23.6	CIRCUIT TEACHERS' TRAVEL TIME.....	37
ARTICLE 24—RETIREMENT SICK DAY BONUS		37
ARTICLE 25—SHARED AND PART-TIME TEACHING		37
ARTICLE 26—BUILDING SCHOOL IMPROVEMENT/SITE-BASED DECISION-MAKING COMMITTEES		39
26.1	P.A. 25	39
26.2	COMMITTEE	39
26.3	SCHOOL IMPROVEMENT PLAN.....	39
ARTICLE 27—CALENDAR COMMITTEE		39
ARTICLE 28—EMERGENCY MANAGER		39
ARTICLE 29—DURATION.....		40
SCHEDULE A		41
A.1	SALARY SCHEDULE—2012-2013*.....	41
A.2	RETIREMENT CONTRIBUTION	42
A.3	LONGEVITY PAY	42
A.4	MERIT PAY.....	42
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.....		43
A.5.1	SPECIAL INCREMENT.....	43
A.5.2	SCHOOL SOCIAL WORKERS.....	43
A.5.3	INSTRUCTIONAL TEAM LEADERS FORMERLY KNOWN AS CURRICULUM LEADERS	43
A.5.4	SPECIAL EDUCATION.....	43
A.5.5	LEARNING CONSULTANTS	43
A.5.6	CASA TEACHERS.....	44
A.5.7	TEACHERS WORKING IN MULTIPLE BUILDINGS	44
A.5.8	TEACHERS MOVING CLASSROOMS	44
A.5.9	TEACHERS WITH MORE THAN THREE PREPS	44
ARTICLE A.6—VOCATIONAL EDUCATION COMPENSATION		44
ARTICLE A.7—PROFESSIONAL IMPROVEMENT.....		44
A.7.1.A	JURIS DOCTORATE DEGREE PAYMENT	44
A.7.1.B	NATIONAL CERTIFICATION	44
A.7.2	GRAD HOURS BEYOND THE MASTERS	45
ARTICLE A.8—SABBATICAL LEAVE		45
A.8.1	DEFINITION	45
A.8.2	QUALIFICATIONS.....	45
A.8.3	APPLICATION.....	45
A.8.4	SALARY PROVISIONS.....	45
ARTICLE A.9—INSURANCE		45
A.9.1	MEDICAL COVERAGE	45
A.9.2	DENTAL COVERAGE	46
A.9.3	HEALTH INSURANCE CAP AND EMPLOYEE CONTRIBUTIONS	46
A.9.4	FLEXIBLE SPENDING ACCOUNT, PREMIUM CONTRIBUTION PLAN, AND ADDITIONAL BENEFIT OPTIONS	46
ARTICLE A.10—COMPENSATION FOR EXTRA-CURRICULAR/EXTRA CONTRACTUAL ACTIVITIES		47
A.10.1	HIGH SCHOOL POSITIONS	47
A.10.2	MIDDLE SCHOOL POSITIONS	47
A.10.3	ELEMENTARY & INTERMEDIATE POSITIONS	47
A.10.4	EXTRA-CURRICULAR/EXTRA CONTRACTUAL ASSIGNMENT NOTICE.....	48
A.10.5	COMPENSATION FOR EXTRA-CURRICULAR ATHLETIC ACTIVITIES	48

A.10.6	COMPENSATION FOR EXTRA-CONTRACTUAL/EXTRA CURRICULAR ASSIGNMENTS	48
SCHEDULE B—CALENDAR.....		50
B.1	SNOW DAYS/ACT OF GOD DAYS	50
B.2	SCHEDULED PAY DATES.....	50
B.3	PROFESSIONAL ORGANIZATION MEETING CALENDAR	50
B.4	PARENT-TEACHER CONFERENCES.....	50
B.5	RELEASED TIME FOR CURRICULUM DEVELOPMENT	50
B.6	ELEMENTARY, INTERMEDIATE AND MIDDLE SCHOOL RECORDS HALF-DAYS.....	50
B.7	PERFORMANCE OBJECTIVES - SPECIAL EDUCATION	50
SCHEDULE C—HEAD START AND GSRP TEACHERS		51
ARTICLE C.1—PURPOSE AND APPLICABLE LANGUAGE		51
ARTICLE C.2—HEAD START AND GSRP.....		51
C.2.1	WORK SCHEDULE	51
C.2.2	SENIORITY.....	51
C.2.3	FRINGE BENEFITS	51
C.2.4	SICK LEAVE.....	51
C.2.5	SCHEDULED PAY DATES.....	51
C.2.6	CLASS SIZE.....	51
C.2.7	QUALIFICATIONS	51
C.2.8	INVOLUNTARY TRANSFER	52
C.2.9	BREAKFAST PROGRAM SUPERVISION	52
ARTICLE C. 3—PAY SCHEDULE FOR HEADSTART AND GSRPTEACHERS.....		52
C.3.1	HEADSTART AND GSRP TEACHERS PAY SCHEDULE.....	52
C.3.2	LONGEVITY PAY—HEAD START TEACHERS	54
SCHEDULE D—ADULT EDUCATION/ADULT ALTERNATIVE EDUCATION TEACHERS AND COUNSELORS.....		55
ARTICLE D.1—RECOGNITION		55
D.1.1	BOARD RECOGNITION	55
D.1.2	TERM DEFINITIONS	55
D.1.3	EMPLOYEE DEFINITION	55
D.1.4	EXCLUSIVE NEGOTIATION.....	55
D.1.5	F.E.A. REPRESENTATION	55
D.1.6	NO DISCRIMINATION	55
D.1.7	DUES DEDUCTION	55
D.1.8	NO DENIAL OR RESTRICTION OF RIGHTS.....	55
ARTICLE D.2—ADULT EDUCATION/ADULT ALTERNATIVE EDUCATION CATEGORIES OF EMPLOYMENT.....		55
D.2.1	CATEGORIES.....	55
D.2.2	PROGRAM SUPERVISOR RESTRICTIONS	56
D.2.3	CATEGORIZING HOURS.....	56
ARTICLE D.3—TEACHER RIGHTS AND RESPONSIBILITIES.....		56
D.3.1	RIGHT TO ORGANIZE	56
D.3.2	FEA USE OF DISTRICT FACILITIES	56
D.3.3	FEA USE OF COMMUNICATION SERVICES.....	56
D.3.4	STANDARD FOR DISCIPLINARY DECISIONS.....	56
D.3.5	CATEGORY F EXCLUSION.....	56
D.3.6	F.E.A. RELEASED TIME	56
ARTICLE D.4—RIGHTS AND RESPONSIBILITIES OF THE BOARD		57
ARTICLE D.5—NO STRIKE - NO LOCKOUT		57
ARTICLE D.6—COMPLIANCE WITH THE LAW		57
ARTICLE D.7—TEACHER RESPONSIBILITIES, EVALUATIONS, PERSONNEL FILES		58
D.7.1	GENERAL RESPONSIBILITIES	58

D.7.2	EVALUATIONS	58
D.7.3	PERSONNEL FILES	58
ARTICLE D.8—WORKING CONDITIONS AND CONDITIONS OF EMPLOYMENT.....		58
D.8.1	GENERAL WORKING CONDITIONS.....	58
D.8.2	CLASS CANCELLATIONS AND REDUCTIONS.....	59
ARTICLE D.9—PROTECTION OF TEACHERS.....		59
D.9.1	ADMINISTRATIVE SUPPORT	59
D.9.2	DAMAGE REIMBURSEMENT	59
D.9.3	TEACHER LIABILITY PROTECTION	59
D.9.4	BOARD ASSISTANCE REGARDING PHYSICAL ASSAULT	59
ARTICLE D.10—GRIEVANCE PROCEDURE		60
D.10.1	DEFINITIONS.....	60
D.10.2	PURPOSE.....	60
D.10.3	STRUCTURE.....	60
D.10.4	PROCEDURE.....	60
D.10.5	RIGHTS TO REPRESENTATION.....	61
D.10.6	TIME LIMITS	61
D.10.7	MISCELLANEOUS	61
ARTICLE D.11—WORKERS' COMPENSATION		61
ARTICLE D.12—LEAVES OF ABSENCE		61
D.12.1	MATERNITY.....	61
D.12.2	HEALTH LEAVE.....	61
ARTICLE D.13—TENURE		61
ARTICLE D.14—HOURS, WORK-DAY AND WEEK.....		61
D.14.1	ALTERNATIVE EDUCATION WORK WEEK.....	61
D.14.2	ALTERNATIVE EDUCATION WORK-DAY	62
ARTICLE D.15—PAY SCHEDULES AND PAY DATA		63
D.15.1	TCEC PAY SCHEDULE 2017-2018.....	63
D.15.2	HOLIDAY PAY	64
D.15.3	PAID PROFESSIONAL SUPPORT	64
D.15.4	CONSORTIUM PAY/BENEFITS	64
D.15.5	PAY PERIODS.....	64
D.15.6	ELIGIBILITY FOR PAY RAISES	64
D.15.7	DIRECT DEPOSIT	64
D.15.8	JURY DUTY	64
D.15.9	MILEAGE.....	65
D.15.10	PARKING COSTS	65
D.15.11	COMPENSATION FOR EXTRA CURRICULAR ASSIGNMENTS	65
ARTICLE D.16—INSURANCE		65
D.16.1	INSURANCE PAK PLANS.....	65
D.16.2	SUMMER INSURANCE PREMIUMS.....	65
D.16.3	CASH OPTIONS IN LIEU OF MEDICAL INSURANCE	65
D.16.4	FLEXIBLE SPENDING ACCOUNT, PREMIUM CONTRIBUTION PLAN, AND ADDITIONAL BENEFIT OPTIONS	65
D.16.5	HEALTH INSURANCE CAP AND EMPLOYEE CONTRIBUTIONS	65
ARTICLE D.17—SICK AND PERSONAL DAYS.....		65
D.17.1	ACCUMULATION OF SICK DAYS	65
D.17.2	ABSENCE BEFORE AND AFTER HOLIDAYS.....	66
D.17.3	SICK DAYS EARNED	66
D.17.4	PERSONAL BUSINESS DAYS.....	66
D.17.5	RELIGIOUS HOLIDAYS	66
ARTICLE D.18—MASTER SICK BANK		66
ARTICLE D.19—CALENDAR COMMITTEE.....		66

ARTICLE D.20—MISCELLANEOUS.....	66
D.20 MASTER AGREEMENT COPIES	66
ARTICLE D.21—FAMILY & MEDICAL LEAVE ACT OF 1993.....	66
D.21 FAMILY & MEDICAL LEAVE ACT OF 1993	66
A. REASONS FOR TAKING FMLA LEAVE	67
B. INTERMITTENT OR REDUCED SCHEDULE FMLA LEAVE.....	67
C. ADVANCE NOTICE AND MEDICAL CERTIFICATION	67
D. JOB BENEFITS AND PROTECTION	67
ARTICLE D.22—EMERGENCY MANAGER	67
SCHEDULE E—ENROLLMENT AND CONTINGENT BONUSES	68

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 May 2017, and goes into effect at 12:01 a.m., July 1, 2017, 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 expertise 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 teachers¹
- 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
- TCEC teachers, including those previously titled "ACMs," "Adult Education Teachers," and "Adult/ Alternative Education Counselors"²
- Teaching and Learning Specialists
- Interventionists
- Summer School teachers, teaching credit courses, who are also employed in the Ferndale Public Schools as regular teachers during the normal school year.

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

- Superintendent
- 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

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

¹See Schedule C.

²See Schedule D.

2.2 Term Definitions

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

Board of Education shall mean the Board of Education; Board shall mean the Board of Education, Superintendent, Deputy Superintendent, 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.

2.8 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**

Electronic copies of the Agenda for Board meetings and minutes of previously held Board meetings will be made available to the F.E.A. through the district website.

3.6 **Miscellaneous Information**

General fund budgets and board policies will be maintained online for review. If addendums are added to the board packet after publishing it, but prior to the board meeting, the superintendent's office will make every attempt to notify the FEA president and share any addendums.

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 for Teachers Not Covered Under Tenure Act

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.

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 or electronic 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. The district agrees to meet with FEA leadership to review the board agenda within a week prior to the meeting.

- 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, that teacher 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 as established by MDE, they may go up to, but not exceed the

maximum step on the salary schedule. The Board may grant experience credits that exceed the actual number of years of experience for an applicant in a field identified as "critical shortage" by MDE. 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 by 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.
- B.** As a condition of effectiveness of this section a letter certifying completion of requirements for the Master's Degree or a transcript certifying completion of such requirements is to be submitted to Central Office within thirty (30) days of completion of requirements to qualify for retroactive payment as noted above. Failure to so notify will cause the increase to become effective with the first day 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.
- C.** For purposes of computing this formula only, we assume that the contractual year involves forty- (40) weeks of five (5) days each, for a total of two hundred paid days. Having assumed that each day is equivalent to eight (8) hours, this then means that the contractual year for the purpose of this formula is made up of 1600 hours.
- D.** By dividing the annual salary of a teacher by 1600 hours, an hourly rate of pay is determined recognizing that each hour of classroom time requires at least twenty minutes (or .333 hours) of additional time. Then the hourly rate is multiplied by 1.333 for each hour of classroom teaching. Activities not requiring additional time outside of that scheduled will be computed at the regular hourly rate (annual salary divided by 1600 hours).
- E.** Secondary teachers who voluntarily agree to take on a class on a regular/permanent basis, which requires them to teach through their preparation period, shall be compensated at a rate of 20% of their base salary from the first day of lost prep until the last day of lost prep. Said compensation shall appear in their bi-weekly pay. A teacher may refuse such an arrangement, and may withdraw consent for this assignment at the semester break, provided notice is given at least two weeks prior to the beginning of the new semester.
- F.** Teachers, including non-classroom teachers (counselors, social workers, reading specialists, resource room teachers, etc.) who are required to monitor classes due to the absence of a substitute teacher shall be compensated for the time spent monitoring the class at the curriculum rate established in article A.10.6. Every effort will be made to avoid using teachers to cover classes.

6.8 Payment of Compensation

- A.** 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. The "lump sum" option previously provided will no longer be available to employees. 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.

- D. Scheduled paydays are set forth in Schedule B, Section 2. 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 SCHOOLS (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 6-8)** 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. **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.

- 7.4. 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 2017/18 and 2018/19 school years, total teacher work days will be 185 days. Additionally, teacher work days scheduled prior to the first student day shall be split evenly between district/building time and teacher preparation time. For the duration of the contract, new teachers shall be required to work 188 days. The three additional days for new teachers shall be split evenly between district/building time and teacher preparation time.
- 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

- 8.1.1 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. In the secondary buildings, the full day and early release day shall include 6 class periods of approximately the same length and a Seminar/CPC class of shorter length. Each teacher will have a full length preparation period each day.
B. Preparation time is considered to include conferences with counselors, parent-teacher conferences, relief time, conferences with administration, planning and other related activities. A more definitive agreement concerning the use of time when students are being taught by a special teacher in the elementary schools is covered in Article 25, attached, and made a part hereof.
C. Teachers in grades six (6) 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. Split sections shall have fewer students than regular sections, when possible. Each building through its School Improvement Committees or PRC will propose alternate solutions to split sections.
- 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 Building Policies**
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 maximum class size limit for grades kindergarten through sixth, inclusive, shall be kindergarten: 26 students; grades 1, 2 and 3: 28 students; grades 4, 5 and 6: 32 students; elementary vocal music: 40 students. It is also agreed that these are maximum, and not optimal, class sizes, and that administration will make every effort to keep numbers as low as possible. 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 and caseload limits for special education will follow the guidelines of the Oakland Schools Deviation.
- D. In grades 7 - 12, except in certain classes such as physical education (excluding swimming) and music, the total pupil load for teachers shall not exceed 165 pupils per day for the long period day. An individual class shall not exceed 33 students. In grades seven and eight, every effort will be made to cap classes at 32. However 33 will be the maximum, if needed to avoid additional staffing. The max pupil load will be five times the class size maximum.

Students assigned to the ungraded Seminar/ CPC in grades 6-12, for which course materials are provided by district and building leadership, will not count towards caseload numbers established above. The Seminar/CPC class will be pass/fail and have minimal grading. Student participation will be used primarily for the purpose of determining if a student passes or fails.

- 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 Professional Relations Committee process 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 Student Achievement 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.

9.12 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, catherization (including clean intermittent catherization) 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 Summer Postings

If a vacancy shall occur during the summer vacation period, the Board shall notify all teachers via email of such vacancy. Vacancies will also be posted and updated on the district website. Such vacancy shall not be filled, except on a temporary basis, until ten (10) days after the email has been sent, unless an

abbreviated posting period is agreed upon by both parties. Failure to notify any one or number of teachers through error shall in no way nullify the Board's decisions.

10.4 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.

10.5 Posting of New Bargaining Unit Positions and Vacancies

- A. Whenever new bargaining unit positions are created the Board shall publicize the same by giving email notice of such vacancy to the F.E.A. 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, unless an abbreviated posting is agreed upon by both parties..

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.

ARTICLE 12—LAYOFF AND RECALL PROCEDURES

12.1 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.

12.2 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.

12.3 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

The district will provide worker's compensation insurance as required by law. In the event of any on-the-job injury, the teacher must notify the appropriate office as soon as possible after occurrence. They shall complete any required forms necessary in connection with such injury.

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 or family 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 up to two (2) days of 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. Personal days are subject to the following provisions:

- Employees will be allowed to use up to their full three personal days without providing an explanation.

- If Monday/Friday absences (not including FMLA or district-related absences) total more than two (2) in any year, the employee will be subject to previous contract language. Specifically: *Absences must 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, application for personal business days must be made in advance through the online absence system. 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. 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.

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. Paid Leaves

Unless otherwise noted, leave identified in 14.2 A shall include pay and benefits until sick leave days are exhausted.

1. **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. This type of leave is paid until the employee's personal leave bank is exhausted, at which point the leave becomes unpaid. Any sick days given to the teacher by the FEA sick bank are considered to be a part of the teacher's personal leave bank for the duration of the health leave. Unused sick days from the FEA sick bank shall be returned at the end of the health leave.
2. **Pregnancy and Maternity Leave** 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.A.2, does not relate to the needs of the object child.

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.

3. **Parental Leave**, A new parent who is not the birth mother of the child may use up to 15 days of paid sick leave for the purposes of parenting a newborn or newly-adopted child.

B.. Unpaid Leaves

Unless otherwise noted, leave identified below shall be considered without pay or benefits.

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).
3. **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 from the date that the request was approved.
4. **Study or Travel Leave** may be granted for a maximum of one (1) year upon the recommendation of the Superintendent.
5. **Peace Corps and/or Vista Leave** will be granted for a period not to exceed the original assignment.
- 6.* **Political Leave** will be granted for a period not to exceed the term of office.
- 7.* **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.
- 8.* **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.
9. **Extenuating Reasons Leave**--A leave of absence for extenuating reasons may be granted at the discretion of the Superintendent.
10. **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.
11. 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.
12. **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 from leaves specified in 14.2 6,7,8,and 12, 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 leaves 14.2 6,7 or 8 up to a maximum of 2 years of increments. Full increments shall be added as if the employee had been in the school district employ during the time of active service in the forces (leave 14.2 12). ; 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") 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. According to FMLA guidelines, 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.

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 three (3) 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 five (5) sick days and pay these days back the next school year. Further, the Association (FEA) will reimburse the Board the five (5) days pay in case the teacher does not return the following year and does not reimburse the Board the five 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.

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).

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 the first three years 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 no more than one (1) Internal Mentor Teacher and one (1) External Mentor 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 for each mentee according to the following:
 - 2% of the BA minimum for mentoring a first year teacher
 - 1% of the BA minimum for mentoring a second year teacher
 - 1% of the BA minimum for mentoring a third year teacher
 - 9. If the mentee completes the third year with the district with the same mentor, the teacher and mentee shall share \$250 in total to use for supplies, professional development, field trips and/or professional memberships. If the mentor/mentee relationship is severed through no fault of the mentee, the mentee shall receive \$125 to use as outlined above upon completion of the third year. Every effort will be made to keep the same mentor and mentee together during the duration of the mentee's mentorship
 - 10. A mentor may have up to two (2) mentees if mutually agreed upon.
 - 11. Mentor teachers may be assigned for teachers who are beyond their 3rd year in the classroom by mutual agreement of the Association and Administration.
- 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 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—PROTECTION OF TEACHERS

18.1 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.

18.2 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.

18.3 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.

18.4 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 19—PROFESSIONAL RELATIONS COMMITTEE

19.1 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.

19.2 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.

19.3 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.

19.4 Building PRC Committee

Each building shall establish a building PRC committee to address building issues as outlined in 19.2. 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 20—GENERAL

20.1 Substitute Teachers

The Board agrees at all times to maintain an online absence reporting system. Teachers shall be informed of a procedure to follow as soon as they find that they are unavailable for work. Absences not reported before 6:30 A.M. must be reported to the building office.

20.2 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.

20.3 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.

20.4 Agreement Distribution

Electronic copies of this Agreement shall be made available online to all teachers now employed or hereafter employed by the Board. Within 30 days upon ratification of both parties, unless an alternate time period is mutually agreed upon, an updated agreement will be made available online.

20.5 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.

20.6 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.

20.7 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.

20.8 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.

20.9 Student Discipline Code

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

20.10 Discount for Enrollment in Little Eagles

Teachers will receive a 20% discount for sending their children or grandchildren to the District's early childhood program (Little Eagles). This discount applies to both the 3-day and 5-day program. Teachers who enroll their children or grandchildren by March 31st of the prior school year will be bumped to the front of the waiting list. If the district opens an infant/toddler program, teachers will have the same benefit for that program as spelled out above.

ARTICLE 21—GRIEVANCE PROCEDURE

21.1 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.

21.2 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.

21.3 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.

21.4 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.

21.5 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 it's view at all stages of the grievance processing. All essential witnesses may be required to attend grievance meetings.

21.6 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.

21.7 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.

21.8 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 22—EXTRA-CONTRACTUAL/EXTRA CURRICULAR TEACHER OPENINGS

22.1 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.

22.2 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.

ARTICLE 23—PREPARATION TIME

23.1 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.

23.2 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.

23.3 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)

23.4 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, kindergarten through sixth grade, is assured that he/she will have a minimum of two hundred ten (210) 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.

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.

23.5 Circuit Teachers' Prep Time

Art, music, physical education, foreign language, library, etc. shall have two hundred ten (210) minutes of planning time per week with a minimum of one (1) twenty (20) minute block of planning time each day.

Every effort will be made to build transition time into circuit teachers' schedules between classes. Also, when possible, back-to-back classes of the same grade level will be scheduled.

23.6 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

23.7 Teachers Working Through Preparation Period

Refer to article 6.7 E and F for language regarding compensating secondary teachers who work through their preparation period or monitor a class due to the absence of a substitute teacher.

ARTICLE 24—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 25—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 employee share is determined as a percentage of the hardcap equivalent to their FTE. Notification of the procedure for payment will be provided.

The total cost of providing benefits shall be annualized and divided by remaining pays in the school year. The employee's percentage share of the monthly cost will be deducted on a bi-weekly basis.

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

1. Per the language above, and article A.9, the part-time or shared-time teacher can select a medical plan, and pay the increased employee share due to their part-time status.
2. Per article A.9, the part-time or shared-time employee can select a non-medical plan, and waive the cash option ("cash-in-lieu"). If the employee waives the cash option, the district will pay 100% of the costs of a non-medical plan.
3. Per article A.9, the part-time or shared-time can select a non-medical plan in full, including the cash option. However, they will be responsible for their percentage of the costs, as outlined above.

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 26—BUILDING SCHOOL IMPROVEMENT COMMITTEES

26.1 P.A. 25

Provisions contained in this section shall apply to all School Improvement Teams (SIT) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA, otherwise known as P.A. 25.

26.2 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 Professional Relations Committee (PRC). A SIP that deviates from the Master Agreement must have 85% approval of the affected teachers. The SIT will generate the voting list.

26.3 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.

ARTICLE 27—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 28—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.



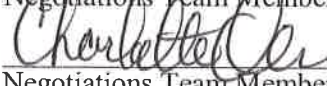
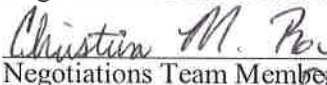
ARTICLE 29—DURATION

This Agreement represents the entire agreement between the Board of Education and the Ferndale Education Association and supersedes all prior Agreements between them and shall become of full force and effect with the beginning of the 2017-2018 school year, and shall continue in full force and effect until 11:59 p.m., June 30, 2019.


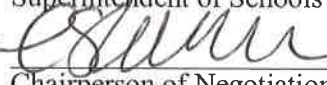
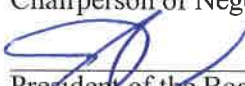
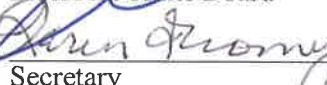
This agreement contains an opener for the 2018-2019 school year to bargain wages, calendar, the maximum TCEC step and curricular hourly rates.

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

Ferndale Education Association
For the FEA:

	5/24/17
President, FEA	Date
	5/24/17
Negotiations Team Member	Date
	5/24/17
Negotiations Team Member	Date
	5/24/17
Negotiations Team Member	Date

Board of Education
Ferndale Public Schools
For the Board:

	5/15/17
Superintendent of Schools	Date
	5/15/17
Chairperson of Negotiations	Date
	5/15/17
President of the Board	Date
	5/15/17
Secretary	Date

SCHEDULE A

A.1.1. Salary Schedule—2017-2018, Contingent

The following salary schedule represents an increase of 2% from the 2016/17 schedule. This schedule will become active and permanent if the 2017 fall count submission consists of a K-12 student count of 2,990 FTE or more (not including adult or preschool learners). Teachers will receive a retroactive payment back to the start of the 2017/18 school year if this schedule becomes active.

Step	2017-18 BA	2017-18 MA	2017-18 MA+15 +750	2017-18 MA+30 +1500
1	\$37,643	\$41,863	\$42,628	\$43,393
2	\$39,304	\$43,766	\$44,531	\$45,296
3	\$41,038	\$45,758	\$46,523	\$47,288
4	\$42,849	\$47,839	\$48,604	\$49,369
5	\$44,739	\$50,017	\$50,782	\$51,547
6	\$46,714	\$52,291	\$53,056	\$53,821
7	\$48,775	\$54,670	\$55,435	\$56,200
8	\$50,927	\$57,157	\$57,922	\$58,687
9	\$53,175	\$59,757	\$60,522	\$61,287
10	\$55,521	\$62,475	\$63,240	\$64,005
11	\$57,971	\$65,318	\$66,083	\$66,848
12	\$60,529	\$68,288	\$69,053	\$69,818
13	\$63,200	\$71,395	\$72,160	\$72,925
14	\$65,989	\$74,642	\$75,407	\$76,172
15	\$68,629	\$77,627	\$78,423	\$79,218
16	\$69,315	\$78,403	\$79,206	\$80,011

*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.

A.1.2. Salary Schedule—2017-2018, Default

The following salary schedule represents an increase of 1.5% from the 2016/17 schedule. This schedule will be active for the start of the 2017/18 school year, and will become permanent if the 2017 fall count submission consists of a K-12 student count of less than 2,990 FTE (not including adult or preschool learners). Teachers will move to the salary schedule identified in A.1.1. if the final fall 2017 count submission contains 2,990 or greater K-12 FTE.

Step	2017-18 BA	2017-18 MA	2017-18 MA+15 +750	2017-18 MA+30 +1500
1	\$37,459	\$41,658	\$42,419	\$43,180
2	\$39,111	\$43,552	\$44,313	\$45,074
3	\$40,836	\$45,534	\$46,295	\$47,056
4	\$42,639	\$47,605	\$48,366	\$49,127
5	\$44,520	\$49,772	\$50,533	\$51,294
6	\$46,485	\$52,035	\$52,796	\$53,557

7	\$48,536	\$54,402	\$55,163	\$55,924
8	\$50,677	\$56,877	\$57,638	\$58,399
9	\$52,914	\$59,464	\$60,225	\$60,986
10	\$55,248	\$62,169	\$62,930	\$63,691
11	\$57,687	\$64,998	\$65,759	\$66,520
12	\$60,232	\$67,953	\$68,714	\$69,476
13	\$62,890	\$71,045	\$71,806	\$72,567
14	\$65,665	\$74,276	\$75,037	\$75,798
15	\$68,292	\$77,247	\$78,038	\$78,830
16	\$68,975	\$78,019	\$78,818	\$79,619

*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.

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

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. Teachers who are evaluated as “highly effective” and use 5 or less of their sick/personal days will receive an additional bonus of \$150.00 payable at the end of the 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

ILTs will have an active role in the planning, writing and implementation of the School Improvement Plan (SIP), and will also serve as a liaison between the district central office and the teaching staff. They will lead colleagues in professional development initiatives, coach struggling and/or new teachers, and support the administration as the staff works together to improve the schools.

- ILT positions will be established by building leadership, with input from FEA and the department of Curriculum and Instruction.
- An attempt will be made to distribute 22 positions equitably between buildings based on student population and need.
- A two-year service commitment/ cycle will be expected, unless mutual agreement to the contrary is reached.

Twenty-two (22) positions will be established district-wide, at a compensation rate of \$3,000 for the school year. Should an ILT not serve an entire school year, compensation will be prorated based on the number of teacher days worked in the position. An ILT shall be able to timecard for activities outside of the realm of ILT responsibilities, such as school improvement team meetings outside of the school day, with prior approval of the building principal.

All ILT positions are two-year assignments. Once selected, an ILT serves at the pleasure of the Principal and the Department of Curriculum and Instruction, 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.

Additional details about ILT assignment and responsibilities have been developed collaboratively with the department of curriculum and instruction and the Association, and will be shared annually with all ILTs.

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 three hundred twenty five (\$300) dollars. Teachers assigned as classroom teachers in special education shall receive an additional amount of seventy-five (\$75) dollars above the three hundred (\$300) 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 CASA Teachers

It is understood that assignment of teachers to CASA is completely voluntary, and teachers have the right to refuse this assignment within one week of notification of said assignment. Furthermore, every effort will be made to accommodate requests for specific prep periods for CASA teachers. Finally, teachers assigned to CASA will receive compensation in the amount of \$500 for each school year, with the understanding that their work schedule will be longer than other FEA employees.

A.5.7 Teachers Working in Multiple Buildings

Teachers working in three buildings receive a one-time payment of \$250. Teachers working in four or more buildings receive a one-time payment of \$350.

A.5.8 Teachers Moving Classrooms

Teachers who involuntarily move classrooms after the start of the school year can submit timecards for the time required to move classrooms at the rate specified in A.10.6 up to a maximum of \$250.

A.5.9 Teachers with More than 3 Preps

Secondary teachers in core academic areas (math, ELA, science, social studies, and world languages) who have more than 3 preps shall receive a one-time payment of \$500. This shall not apply to elementary teachers.

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 Grad Hours Beyond the Masters

- A teacher who has obtained at least 15 hours of graduate credits beyond the Masters Degree from an accredited college or university 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 from an accredited college or university 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 who were receiving stipends for credits beyond the masters as of March 10, 2011 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:

A. Plan options for employees needing health insurance:

- Choices II (\$500/\$1,000 in-network deductible)
- Choices II (\$1,000/ \$2,000 in-network deductible)
- ABC Plan 1 (\$1,300/\$2,600 in-network deductible with Health Savings Account)
- ABC Plan 2 (\$2,000/ \$4,000 in-network deductible with 20% coinsurance and HSA)
- Delta Dental Plan: see chart below

- Long Term Disability: 66 & 2/3%
\$4,500 maximum
180 Calendar Days - Modified Fill
- Negotiated Life Ins. \$60,000 with AD&D (plus \$5,000 life with a medical plan)
- Vision Insurance VSP-3
- Prescription Saver RX with CHOICES II, or ABC Rx with ABC 1 or 2.

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* Paid on monthly basis over ten months

*The District will provide a cash payment in lieu of health insurance benefits. This payment is based on the number of employees opting out of insurance at September 1st and February 1st of each year. All payments will be prorated based on the school year (ten (10) months—September through June). The following table reflects the payment amount due each year.

Non-Medical Plan Employees	Annual Amount	Monthly Amount
1-34	\$1,200	\$120
35-39	\$2,000	\$200
40-44	\$3,000	\$300
45+	\$4,000	\$400

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

Medical Plan Option	
Coverage	80/80/80--\$2,000 Max
Ortho	80%-\$1,000
C.O.B.	50/50/50--\$2,000
C.O.B. Ortho	50%--\$1000.

Non Medical Plan Option	
Coverage	100/90/90--\$2,000 Max
Ortho	90%-\$1,500
C.O.B.	50/50/50--\$2,000
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 MPERS 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 lower amount shown for student council in the list of rates below. Should one person be appointed to the student council position at Ferndale High School, they will earn the higher amount show 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	7.0%
Marching Band	7.0%
Marching Band Assistant	4.9%
Jazz Band	3.2%
Musical Pit Director	1.9%
Theater Director	7.3%
Theater Technical Director	2.7%
Debate.....	4.2%
Forensics.....	4.2%
Annual (Yearbook).....	4.6%
Newspaper.....	4.6%
FHS Student Council.....	4.0% (shared position) or 6.0% (one person)
UHS Student Council.....	4.0%
National Honor Society.....	3.7%
World Language Club/Exchange.....	1.9%
Robotics.....	4.0%
Art Club.....	1.9%
SADD.....	1.9%
DECA (FHS & UHS).....	3.7%
Innovative Vehicle Design Advisor.....	1.9%
Vocals.....	1.8%
Choreographer.....	1.8%

Class Chairpersons

9th Grade	1.0%
10th Grade	1.4%
11th Grade	1.4%
12th Grade	2.4%

A.10.2 Middle School Positions

Band.....	3.7%
Orchestra.....	3.2%
Choir.....	7.0% (includes FMS Jazz and 6 th grade choir)
Student Council	1.9%
National Honor Society	1.9%
Student Newspaper and/or Yearbook Sponsor....	2.3%
STAND Advisor.....	1.9%

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 Positions

Music Events

Elementary staff that actively participate in supporting music evens with the permission of the building

administration may timecard at the rate specified in A.10.6. for a maximum number of 6 total events per year across all elementary, which includes All City and encompasses vocal and instrumental events.

Safety Patrol Sponsor/Service 1.9%
 Service Squad Sponsor 1.9%
 Lego First/Robotics Sponsor.....1.9%

Overnight Camp

Each camp per grade level will be allocated \$1,200 for camp stipends to be shared among the staff that stays overnight. The principals will select staff for overnight assignments from teachers who volunteer for overnight duty. In the event that not enough teachers volunteer, employees outside of FEA may be sought out and paid.

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.

[Note: the Extra Curricular Assignment Notice has been removed]

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 Schools Sports Classification

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

2. Athletic Coordinator

FMS/FHS Athletic Coordinator.....8.3%
 UHS Athletic Coordinator.....5.5%

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) Sports Classification

Coach(es): Basketball, Football, Baseball, Track 4.8%

8. Middle School Cheerleader Sponsor(s) 1.6%

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

1 Summer school, tutoring outside of the school day and teachers assigned extra contractual/extra curricular curriculum development duties shall be paid according to the following rate:

.00065% of the BA minimum on the “contingent scale” (A.1.1.)

- 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 two (2) 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.

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

A schedule of pay dates for the coming school year will be available online no later than August 1st of each school year.

B.3 Professional Organization Meeting Calendar

Administration-led building and district meetings involving FEA members shall be prohibited on the last Tuesday of each month, unless necessitated by an emergency. This time is set aside for association business and meetings. Exceptions can be made by mutual agreement of both parties.

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 AND GSRP 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 teachers working in the Head Start and GSRP programs. The Agreement shall apply to Head Start and GSRP teachers unless amended in Article 2 of this Schedule C.
- C.1.2 The parties to this Head Start and GSRP 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 AND GSRP

C.2.1 Work Schedule

The work year, work week, and work day for the Head Start and GSRP programs shall be established by the Board of Education subject to the following conditions:

- A. Head Start and GSRP 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 and GSRP 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/ GSRP calendar will appear in the master district calendar distributed to Ferndale Schools families.
- C. Head Start and GSRP 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 and GSRP teachers shall be entitled to an unpaid, duty free lunch hour.
- E. Planning time and conference time for Head Start and GSRP 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 and GSRP teachers shall be required to report at the beginning of the 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 and GSRP teachers shall have seniority rights within the group similar to seniority rights of K-12 teachers. K-12 teachers who are, subsequent to layoff, employed in the Head Start/ GSRP program will be given credit for their step level when placed on the Head Start/ GSRP salary schedule.

C.2.3 Fringe Benefits

Health insurance shall be made available to Head Start and GSRP teachers as provided in schedule A

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/ GSRP 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/ GSRP policy manuals.

C.2.7 Qualifications

Certified personnel eligible for the Head Start/ GSRP 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 and GSRP teachers are excluded from the involuntary transfer language found in Article 11 of the Master Agreement.

C.2.9 Breakfast Program Supervision

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

Article C. 3—Pay Schedule for HeadStart and GSRP Teachers

C.3.1 HeadStart and GSRP Pay Schedule- 2017-2018, Contingent

The following salary schedule represents an increase of 2% from the 2016/17 schedule. This schedule will become active and permanent if the 2017 fall count submission consists of a K-12 student count of 2,990 FTE or more (not including adult or preschool learners). Teachers will receive a retroactive payment back to the start of the 2017/18 school year if this schedule becomes active.

	2017-18	2017-18	2017-18	2017-18	2017-18
Step	C.D.A.	BA/No Cert	MA/No Cert	BA/ Cert	MA/ Cert
1	\$15.69	\$23.53	\$26.59	\$31.35	\$34.72
2	\$16.09	\$24.11	\$27.17	\$32.15	\$35.73
3	\$16.38	\$24.70	\$27.76	\$32.78	\$36.78
4	\$16.88	\$25.28	\$28.34	\$33.72	\$37.79
5	\$17.26	\$25.88	\$28.94	\$34.51	\$38.83
6	\$17.67	\$26.48	\$29.54	\$35.13	\$39.85
7	\$18.04	\$27.06	\$30.12	\$36.08	\$40.89
8	\$18.43	\$27.64	\$30.70	\$36.86	\$41.90
9	\$18.81	\$28.11	\$31.17	\$37.46	\$42.93
10	\$19.23	\$28.84	\$31.90	\$38.27	\$43.95
11	\$19.62	\$29.41	\$32.47	\$39.03	\$44.99
12	\$20.01	\$30.00	\$33.06	\$40.01	\$46.02
13	\$20.39	\$30.61	\$33.67	\$40.60	\$47.04
14	\$20.79	\$31.04	\$34.10	\$41.59	\$48.07
15	\$21.19	\$31.62	\$34.68	\$42.15	\$49.10
16	\$22.03	\$32.88	\$35.94	\$43.83	\$51.07

C.3.2 Head Start and GSRP Pay Schedule 2017-2018, Default

The following salary schedule represents an increase of 1.5% from the 2016/17 schedule. This schedule will be active for the start of the 2017/18 school year, and will become permanent if the 2017 fall count submission consists of a K-12 student count of less than 2,990 FTE (not including adult or preschool learners). Teachers will move to the salary schedule identified in C.3.1. if the final fall 2017 count submission contains 2,990 or greater K-12 FTE.

	2017-18	2017-18	2017-18	2017-18	2017-18
Step	C.D.A.	BA/No Cert	MA/No Cert	BA/Cert	MA/Cert
1	\$15.61	\$23.42	\$26.46	\$31.20	\$34.55
2	\$16.01	\$23.99	\$27.04	\$31.99	\$35.56
3	\$16.30	\$24.58	\$27.63	\$32.62	\$36.60
4	\$16.80	\$25.15	\$28.20	\$33.56	\$37.61
5	\$17.17	\$25.75	\$28.80	\$34.34	\$38.64
6	\$17.58	\$26.35	\$29.39	\$34.96	\$39.66
7	\$17.96	\$26.93	\$29.97	\$35.90	\$40.69
8	\$18.34	\$27.51	\$30.55	\$36.68	\$41.70
9	\$18.72	\$27.97	\$31.02	\$37.28	\$42.72
10	\$19.13	\$28.69	\$31.74	\$38.08	\$43.74
11	\$19.53	\$29.26	\$32.31	\$38.83	\$44.77
12	\$19.91	\$29.85	\$32.90	\$39.82	\$45.80
13	\$20.29	\$30.46	\$33.51	\$40.40	\$46.81
14	\$20.69	\$30.89	\$33.93	\$41.38	\$47.84
15	\$21.08	\$31.47	\$34.51	\$41.94	\$48.86
16	\$21.92	\$32.72	\$35.77	\$43.61	\$50.82

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—TCEC 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 and alternative education (TCEC) 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.1.8 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—TCEC CATEGORIES OF EMPLOYMENT

D.2.1 Categories

All teachers and counselors recognized by the parties shall be recognized as either:

- A. Full-time, salaried TCEC teachers and counselors, formerly recognized as Adult Education Teachers, Academic Case Managers, and Adult/ Alternative Education Counselors
- B. Hourly certified teachers in the shared-time program (e.g. St. Paul's).
- C. Hourly certified teachers in adult education, including Adult Basic Education (ABE) and Adult ELL

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.

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.3.6 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, 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.7.3 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 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 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**-- Postings shall be placed on the district website, and shared with all FEA employees via email.
- 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

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

The board shall provide workers' compensation coverage for all TCEC teachers, consistent with the level of coverage and conditions provided to K-12 teachers.

ARTICLE D.12—LEAVES OF ABSENCE

Those leave policies outlined in articles 13, 14 and 15 of the FEA master agreement shall apply to all TCEC teachers.

ARTICLE D.13—TENURE

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.

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 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.

The TCEC schedule will be from 8:00am to 3:20pm Monday through Friday. Friday responsibilities will consist of a half day lab and the other half doing weekly logs of student contact for caseload students or weekly progress reports for caseload students.

Teachers can request to work their Friday afternoon time “virtually.” These requests will be considered and approved at the discretion of the building administrator.

D.14.3 Teacher to Student Ratio

The TCEC program shall be staffed at a ration of 1 teacher to every 45 students (not including counselors, ABE and ESL).

D.14.4 TCEC Counselor to Student Ratio

TCEC shall have 2 counselors if the program has more than 450 students. Participants and pupils are considered students for this count.

D.14.5 TCEC Class Sizes

Seat-time classes will not exceed an enrollment of 60 students with no more than 33 students in a class on any given day. Lab classes will not count as seat time classes.

ARTICLE D.15—PAY SCHEDULES AND PAY DATA

(All Categories)

The following salary schedules represent an increase of 2% from the 2016/17 schedule. This schedule will become active and permanent if the 2017 fall count submission consists of a K-12 student count of 2,990 FTE or more (not including adult or preschool learners). Teachers will receive a retroactive payment back to the start of the 2017/18 school year if this schedule becomes active. If the fall count is below 2,990 FTE, the salary schedules below will be reduced by 0.5% and no retroactive payments will be made. Employees will start the 2017/18 school year at this lower rate (1.5% increase from 2016/17).

D.15.1 TCEC Pay Schedule

For the 2017-2018 school year, all salaried (**category A**) TCEC teachers shall progress a step on the K-12 salary schedule and receive their pay consistent with the options provided in Article 6.8. Salary steps will be capped at step five.

The following table represents rates of pay for category B teachers.

Shared Time (Category B) Pay Schedule			
		2017 - 18 Hourly Rates	
Category B	Step	2017-18 BA	2017-18 MA
	0	\$21.72	\$22.82
	1	\$22.68	\$23.93
	2	\$23.93	\$25.16
	3	\$25.16	\$25.77
	4	\$25.77	\$26.43
	5	\$26.43	\$27.23
	6	\$26.93	\$27.77
	7	\$27.42	\$28.31
Step for those who have completed 10 years	L-10	\$27.94	\$28.80

Adult Education Hourly (Category C) Pay Schedule			
	STEP	2017-18 BA	2017-18 MA
	0	\$19.54	\$20.69
	1	\$20.53	\$21.82
	2	\$21.82	\$23.11
	3	\$23.11	\$23.73
	4	\$23.73	\$24.41
	5	\$24.41	\$25.23
	6	\$24.92	\$25.80
Step for those who have completed 10 years	L-10	\$25.42	\$26.34

D.15.2 Holiday Pay

All Category B and C 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 C 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.
- B. Pay for Professional Support (Category C only): 6 hours paid Professional Support time per week.

D.15.5 Pay Periods

Salaried TCEC teachers (category A) will be given the option of having their pay spread equally among either 21 or 26 pays. Shared time (category B) and adult education hourly (category C) will submit timecards on a bi-weekly basis.

D.15.6 Eligibility for Pay Raises (categories B and C only)

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 Fringe Benefits

Health insurance shall be made available to TCEC teachers as provided in Schedule A, Article 9, Sections 1A or 1B of the K-12 agreement.

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 TCEC 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 TCEC program.

D.16.3 Cash Options in Lieu of Medical Insurance

The District will provide cash-in-lieu options consistent with those provided in Article A.9.1.

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 Policies

Absence are consistent with those spelled out in Article 13 of this agreement.

ARTICLE D.18—MASTER SICK BANK

TCEC teachers and others whose employment is subject to schedule D of this agreement shall have a master sick bank available to them, consistent with the terms of Article 15 of this agreement.

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: ENROLLMENT AND CONTINGENT BONUSES

All teachers in the FEA bargaining unit are eligible for the following bonuses for the 2017-2018 school year.

- A. For every full 20 students above the budget assumption of 2990, each full-time, salaried FEA employee will receive an enrollment bonus of \$321.
- B. For every increase of \$20 in **basic per-pupil funding** in the adopted state budget (not including categoricals such as 31A, or other additions beyond the basic per-pupil) each full-time salaried FEA employee will receive a .1% bonus payment, based on the 2016/17 employee step and schedule.
- C. If the increase in **basic per-pupil funding** is \$100 or more, each full-time salaried FEA employee will receive a bonus payment of .63%. This payment would be made in lieu of the bonus specified in B.
- D. Bonuses above reflect a full FTE; less-than-full time will receive a prorated bonus based on their full time equivalent.
- E. The total bonus for items A-D above will be capped at \$1,900 per FEA employee on steps one through eight in 2017/18, and \$2,100 per FEA employee on steps nine through sixteen in 2017/18.