AGREEMENT

between

THE BOARD OF EDUCATION
OF
FERNDALE PUBLIC SCHOOLS

and

THE FERNDALE EDUCATION ASSOCIATION

2026-2029

FERNDALE
SCHOOLS

Ferndale Public Schools
2610 Pinecrest Dr
Ferndale, Michigan 48220

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

This Collective Bargaining Agreement is entered into this 8th day of July, 2026, and goes into effect at 12:01 a.m., July 1,2026, by and between the Board of Education for the Ferndale Public Schools, Oakland County, Michigan, (the "Board") and the Ferndale Education Association, an affiliate of the MEA and NEA, (the "Association" or the "FEA"), which is a non-profit Michigan corporation. The original Agreement was 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 on the quality and morale of the teaching service:

1. 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 the District.

2. The Board recognizes that teaching is a profession.

3. The Board recognizes the educational expertness of the teachers and views the consideration of educational matters as a mutual concern.

4. The Michigan Employment Relations Act (PERA) MCL 423.201 et seq., as amended, authorizes public employees and public employers to enter into collectively negotiated agreements about rates of pay, hours of employment, and other terms and conditions of employment for public employees.

5. The Board has adopted a resolution recognizing the FEA as the exclusive bargaining representative for certificated personnel as defined in this Agreement.

6. Extensive professional negotiations between the representatives of the parties have resulted in certain understandings between the Board and the FEA.

7. The Board and the FEA desire to incorporate such understandings into a written collective bargaining agreement in the belief that such action is in the best interests of the residents of the Ferndale Public Schools, the students attending its schools, and the teachers represented by the FEA.

Accordingly, in consideration of the following mutual covenants, the FEA and the Board agree as set forth below.

ARTICLE 2 - RECOGNITION

2.1 Board Recognition

The Board of Education recognizes the Ferndale Education Association as the exclusive bargaining representative, for the purpose of professional negotiations as defined in Section 11 of PERA, as amended, for all professional personnel it employs who are certified or licensed by the Michigan Department of Education. The term "teacher" under this Agreement and based on eligibility requirements established by the Board means classroom teachers and the positions on the teacher's salary schedule as follows:

- Classroom Teachers
- Head Start and GSRP Teachers (See Schedule C)
- Guidance Counselors

- Instructional Lead Teachers
- Media Specialists
- Vocational Education Teachers
- Occupational and Physical Therapists
- Ferndale CASA Teachers
- School Social Workers
- School Psychologists
- Speech -Language Pathologists
- Certificated Teachers employed by the Board 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" See Schedule D
- 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.
- **Restorative Practices Facilitators (previously known as "Coaches").**

Personnel not included in the bargaining unit are those whose job by definition of PERA entails those duties of an administrator, including:

- Superintendent
- Assistant Superintendent(s)
- Director(s)
- Assistant Director(s)
- Principal(s)
- Assistant Principal(s)

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

2.2 Term Definitions

When used in this Collective Bargaining Agreement, "Agreement" shall mean Collective Bargaining Agreement; "FEA" shall mean Ferndale Education Association; "MEA" shall mean Michigan Education Association; "NEA" shall mean National Education Association; "SODA" shall mean South Oakland Districts Association and "Association" shall mean MEA, NEA, FEA, and SODA.

The term "Board" shall mean the Board of Education, Superintendent, Deputy Superintendent, Assistant/Associate Superintendent, Business Manager, Building Administrator, or any other agent of the Board.

2.3 Employee Definition

The term "teacher" shall mean all employees represented by the FEA in the professional negotiating unit as above defined.

2.4 Exclusive Negotiation

For the duration of this Agreement, the Board will not negotiate matters covered by PERA with any teachers' organization other than the FEA. Wages and mandatory terms of employment for bargaining unit employees in any new program shall be negotiated with the FEA.

2.5 FEA Representation

The FEA is required to represent all teachers within the recognized bargaining unit fairly. This Agreement has been made for all teachers in the bargaining unit who are the recipients of the benefits and are represented by the FEA, 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 FEA or the Board toward any teacher(s) because of race, creed, religion, color, sex, sexual preference, gender identity, 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 this Agreement.

2.7 Dues Deduction

1. This Article shall become effective on August 1 of the year the Association notifies the Employer of its intent to implement payroll deduction of Association dues.
2. Any bargaining unit employee may voluntarily become a member of the Association. A member of the Association or an employee who has applied for membership may sign and deliver to the Employer a signed form authorizing the payroll deduction of dues, assessments, and/or contributions to the Association. Said authorization if received in a hard copy signed form or an electronically signed form provided by the Association shall be accepted and processed by the Employer.
3. The Employer shall process payroll deduction forms received from members within 10 (ten) days of receipt. Such authorizations shall continue in effect from year-to-year unless revoked in writing by the member under procedures administered by the Association.
4. Pursuant to such authorization, the Employer shall deduct one twentieth (1/20TH) of such dues, assessments from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in the first paycheck in September and ending in June of each year.
5. If the payroll deduction amounts change within the course of any school year, the Association shall provide to the Employer a payroll change form for any affected member to apply within 10 (ten) days of receipt to any remaining pays per the deduction schedule defined above.
6. Upon receipt of authorized payroll deductions for Association dues, assessments, and contributions to the Association, the Employer shall transmit these payments to the Michigan Education Association via provided ACH within 10 days of when the payroll deductions took place via the excel format provided by the Association.
7. In the event of any legal action against the Employer brought in a court or administrative agency because it complied with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
    a) The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires and
    b) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels and
    c) The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.
8. The parties agree to meet within a reasonable period of time if either of the following occurs, without waiting for the expiration of the parties' collective bargaining agreement, for the purpose of addressing such occurrence:
    a) A decision or ruling by the United States Supreme Court that reverses or limits, in whole or in part, Janus v AFSCME,US;138 S Ct 2448
    b) The ratification of an amendment to the United States Constitution that restores the ability to require, as a condition of employment, a public employee who is not a member of a bargaining representative to pay, under any circumstances, fees, including agency fees, to the bargaining representative.

2.8 No Denial or Restriction of Rights

Nothing contained in this Agreement shall be construed to deny or restrict any teacher rights he/she may have under the Michigan General School Laws. The rights granted to teachers in this Agreement shall be deemed to be in addition to those provided elsewhere; nor shall anything contained in this Agreement be construed to deny or restrict to the Board any rights, privileges, or duties it may have under Michigan law.

ARTICLE 3 - TEACHER RIGHTS AND RESPONSIBILITIES

3.1 Right to Associate

Pursuant to PERA, every teacher shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective professional negotiations, for mutual aid and protection. As a duly-elected body exercising governmental power under Michigan law, the Board will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Michigan law or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher as to hours, wages, or any terms or conditions of employment by reason of Association membership, participation in any Association activities, collective professional negotiations with the Board, institution of any grievance, complaint, or proceedings under this Agreement, or otherwise as to any terms or conditions of employment.

3.2 Use of School Facilities

The FEA or any committee thereof shall be permitted reasonable use of school building facilities and equipment at reasonable hours, without charge, provided that such permitted use shall not interfere with the administration or operation of the District. If the FEA incurs any overtime obligation by a Board employee , the FEA shall reimburse the District for that overtime. Any permission granted to the FEA for the use of school premises requires prior approval from the Board's representative before exercising this right.

3.3 Communication Services

The FEA 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. The public address system may be used for announcing the date, time, and place of meetings.

3.4 Financial Information

The Board will furnish the FEA with all reasonably necessary information that has been compiled and is available about the District's financial resources, tentative budgetary requirements and allocations, and such other information not inconsistent with this Agreement. Information about instructional budget allocations for schools and programs shall be made available to staff.

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 FEA 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 before 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 FEA 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 District. On the teacher's part, this responsibility 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 are expected to attend open houses held in the building in which they are assigned. Circuit teachers and teachers working in multiple buildings shall not be required to attend more open houses than the regular classroom teacher. Also, open houses shall not last longer than 2 hours.

E. Reasonable annual participation in public-oriented activities of the school such as:
- PTA, PTO, and PTSA 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 work hours which will disrupt or interfere with the performance of the teacher's classroom duties; provided, however, that this provision shall not prevent the performance of official duties by representatives of the Association as otherwise set forth in this Agreement.

3.10 FEA Released Time

The FEA, 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 FEA business. FEA 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 FEA President or Vice-President before it is submitted to the Board.

The Association President is released from teaching duties one-half (1/2) of the teacher work days prescribed in this Agreement, Schedule B. During this release time, the Association President shall remain on District premises (with reasonable travel between District building sites). For Association business that requires the Association President to be off-site, the Association President shall strive to provide prior notice to the Director for Human Resources.

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 he/she is qualified and certified.

The President shall serve the needs of the Association as well as assist the Board 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 (1/2) time basis; secondary teachers shall be released on the basis of one-half (1/2) 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, including one (1) semester of Impact Hour/CPC, or any other mutually agreeable pattern. The Board may employ substitute teachers in the class(es) affected by the release of the FEA President. All normal duties associated with teaching shall be retained by the released President for the class(es) retained.

In compliance with MCL 38.1371, as interpreted by the State agency with oversight for that statute, the Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for all Association release time. This provision is based only on State agency interpretation of Michigan law and does not create a separate contractual obligation for the Association to reimburse those sums to the District.

3.11 Review of Personnel File

Each teacher shall have the right, upon written request , to review the contents of his/her personnel file maintained at the teacher's school or at the administration building. A representative of the FEA 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 before a file review by the teacher.

All communications, including evaluations by Ferndale administrators, commendations, and validated complaints directed toward the teacher which are included in the personnel file shall be initialed by the person making the entry and a copy sent to the teacher within ten (10) work days of its inclusion. A teacher will be given thirty (30) work days to furnish written comment for entry into the file. The confidentiality of personnel files shall be maintained.

3.12 Right to Representation

The District shall offer union representation prior to and at disciplinary meetings.There is no entitlement to representation for performance evaluation meetings.

3.13 Standard for Disciplinary Decisions for Bargaining Unit Employees Not Covered Under Tenure Act

Employees who are not subject to the Michigan Teachers' Tenure Act, as amended, including, but not limited to, occupational therapists, physical therapists, speech-language pathologists, counselors, and social workers, shall not be disciplined, reduced in rank or compensation, or discharged without just cause. For those employees, discipline shall be subject to the grievance procedure set forth in Article 19 of this Agreement.

3.14 Discipline for Bargaining Unit Employees Covered Under Tenure Act

- **A.** Discipline that involves the discharge or demotion of tenured teachers or the non-renewal of a probationary teacher shall adhere to the mandates, standards, and procedures of the Michigan Tenure Act. All disciplinary actions must comply with local, state, and federal laws for employment and labor.
- **B.** If a disciplinary incident triggers a Title IX investigation, that process shall supersede provisions and timelines in this agreement.
- **C.** Discipline includes the following: warning, reprimand, suspension with or without pay, reduction in rank or compensation, discharge, non-renewal of probationary teacher, other items perceived to be disciplinary in nature.
- **D.** Upon receiving a complaint, parents and students shall be directed to the teacher in question first, provided the problem or concern is not severe in nature.
- **E.** If an investigation is necessary, specific grounds for potential discipline shall be shared with the teacher at the onset. Association representatives shall be permitted to meet privately with the employee and shall be provided with these reasons before the meeting. All suspensions during investigation shall be with pay.
- **F.** No bargaining unit member shall be disciplined for a reason that is arbitrary or capricious.
- **G.** Discipline applied shall be proportionate to the offense, and shall be progressive in nature. Progressive discipline shall consist of the following in order, with the understanding that the severity of the concern may justify a more severe consequence:
    1. Oral warning

2. Written warning
3. Oral reprimand
4. Written reprimand
5. One-day suspension
6. Three-day suspension
7. Additional suspension without pay
8. Discharge

H. The following must be adhered to when disciplining a tenured or probationary teacher:

1. Adequate warning of consequences of conduct.
2. The rule or order must be related to efficient or safe operations
3. Investigation was conducted prior to administering discipline
4. A fair, timely, and objective investigation was conducted.
5. The investigation produced substantial proof of guilt.
6. The rules, orders, and consequences were applied even handedly, without discrimination
7. The penalty was reasonable to the severity of the offense and prior record.

I. Discipline in a teacher's personnel file shall be a factor in subsequent disciplinary decisions, if related to the same concern, or if it represents the third overall offense. Disciplinary records shall be expunged from personnel files after three years, unless prohibited by law, such as unprofessional conduct/ 1230b. No oral warning shall go into the personnel file.

J. Complaints that are either not substantiated or not investigated shall not be used in the evaluation process.

K. If a teacher disagrees with a disciplinary decision, they can appeal that decision to the Superintendent or their designee within thirty (30) days of that decision. Nothing in this language prohibits a teacher from using the grievance procedure outlined in this agreement.

L. No discipline shall adversely affect any other rights or benefits under this agreement.

M. The district will indemnify bargaining unit members serving as a participant on district, state, or federal mandated committees.

3.15 Curriculum Implementation

The parties seek to educate young people in the democratic traditions, to foster recognition of individual freedom and social responsibility, and to inspire meaningful awareness of their respect for the Constitution and the Bill of Rights. Therefore, teachers shall have reasonable flexibility in the implementation of the curriculum. However, this flexibility does not exclude the administration's right and the obligation 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.

3.16 Assignment of Duties

Bargaining unit employees identified 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 bargaining unit employee.

3.17 Contract Enforceability

After the execution of a contract between a certificated employee and the Board, neither the Board nor the employee can fail to observe its terms without mutual consent. If the employee breaks the contract without the Board's consent, the Board may recommend forfeiture of the teacher s' tenure rights as authorized by the Michigan Teacher's Tenure Act.

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 this Agreement.

4.2 List of Board Rights

The Board retains, among others, those rights listed below. The Board agrees, however, that before the effective date of any such rules or personnel policies established by it related to teachers' hours, wages, and working conditions, it shall give the FEA reasonable notice of any proposed rule or policy unless the subject of the rule or policy is a prohibited bargaining subject. Written or electronic notification of any proposed change of a rule or policy shall be given to the FEA President before any Board action. (The intent is to give approximately one (1) month to react.) Emergency situations may arise where prior notification and consultation are not possible. Upon request by the FEA President, the District will meet with FEA leadership to review the Board agenda within a week before the meeting. Board rights include the right to:

A. The executive management and administrative control of the District and its properties, facilities, and equipment;

B. Hire all employees and, subject to the law and 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 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 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 bargaining unit employees providing that such selection is based on lawful criteria.

The above Board rights 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, regardless of whether the Board has exercised such rights in the past.

ARTICLE 5 - JOINT RESPONSIBILITIES

5.1 No Strike

Under no circumstances will the FEA cause or authorize or permit its members to cause nor will any bargaining unit employee take part in any strike, recruitment sanction, sit-down, stay-in, or slow-down, in any school building or property of the Board or any curtailment of duties or restriction or interference with the operations of the District.

5.2 No Lockout

The Board will not lock out any employees.

ARTICLE 6 - PROFESSIONAL COMPENSATION

6.1 Compensation of Teachers

Total compensation includes Schedule A as negotiated by the parties. The compensatory Schedule A is based on a normal weekly teaching load during normal teaching hours defined in Schedule B (Calendar). Compensation of teachers covered by this Agreement is set forth in Schedule A, which is 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 the school calendar year. If additional time, as directed by the teacher's supervisor 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, Memorial Day, Independence Day (for any teacher employed on such day), Labor Day, Thanksgiving Day, Christmas Day and Martin Luther King, Jr. Day. If a holiday falls on Saturday, the previous Friday shall be observed and if a holiday falls on a Sunday, the following Monday shall be observed. Note: Good Friday may be a student day if other employee groups are available to work.

6.4 Prior Experience

When a teacher with at least a provisional teaching certificate 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, the Board 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.

6.5 Extra-Curricular

In the District 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

Upon receipt of the transcript(s) by the Director of Human Resources that the teacher has satisfied the requirements for the Master's Degree, the teacher's annual salary rate adjustment shall become effective the first (1st) pay period of the school year, if the transcript has been received by the Director of Human Resources at least fifteen (15) calendar days before that time. The additional pay for the Master's Degree will be paid retroactive to the date that the Master's degree requirements were completed (as evidenced by the transcript(s)). Payment will be pro-rated over the remaining pay periods for that school year. If the transcript(s) is received more than thirty (30) calendar days after completion of the requirements for the Master's degree, the effective day will be the date received by the Director of Human Resources. Transcripts substantiating the completion of a Master's Degree must be submitted to the Director of Human Resources by April 1 of that school year in order to receive Master's compensation increase in that same school year. If transcripts are submitted after April 1, the teacher will move to the MA lane of the salary schedule in the subsequent school year.

6.7 Work Schedule

A. The work of a classroom teacher is unique and different from most jobs since 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 materials. Although some of this work may be formally scheduled, much of it is scheduled at the discretion of each individual teacher.

B. Each work day of the contractual academic year contains six (6) hours of classroom teaching time. For purposes of computing extra-contractual/extra-curricular classroom teaching pay, it is assumed that the work day is eight (8) hours. In effect, this assumes that twenty (20) 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 (200) 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 by recognizing that each hour of classroom time requires at least twenty (20) minutes (or .333 hours) of additional time. Then the hourly rate is multiplied by 1.333 for each hour of classroom teaching. This formula may be used to compensate circuit teachers for travel, prep time, or lunch shortage when the District and Association mutually agree. Additionally, this formula applies to compensation for voluntarily teaching on a prep period for more than three (3) consecutive days, writing lesson plans to support a long-term substitute, or other mutually agreed upon purposes. Activities not requiring additional time outside of that scheduled will be computed at the regular hourly rate (annual salary divided by 1600 hours). Additional work requires pre-approval in writing by the building administrator or the Director of Human Resources.

E. Secondary teachers who voluntarily agree to take on a class (excluding Impact Hour/CPC) 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 for the applicable semester. 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 (2) weeks before the beginning of the new semester.

F. Teachers, including non-classroom professionals (e.g., counselors, social workers, reading specialists) 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 instructional rate established in Article 6.7 D . Every effort will be made to avoid using teachers to cover classes.

G. Teachers working on a shared- time basis will have a pro-rated salary, by way of illustration:

High School	= 3/5 day	= 3/5 pay

Middle School	= 1/2 day	= 1/2 pay
Elementary	= 1/2 day	= 1/2 pay

6.8 Payment of Compensation

A. Teachers will receive their annual salary in accordance with Schedule A in twenty-six (26) substantially equal bi-weekly payments. Teachers may elect to receive their annual salary in twenty-one (21) substantially 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. Such election shall remain perpetual unless the employee submits a written change request to the payroll office before August 1 of the current year. In years with twenty-seven (27) or twenty-two (22) pays, the Superintendent or designee will notify the FEA President when this anomaly occurs.

B. Scheduled pay days 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 the teacher is teaching consecutive assignments at more than one (1) location during the same day or if an administrator directs the teacher to go to a building in which the teacher does not usually teach for the purpose of conducting school business.

6.10 Cell Phone Reimbursement

For teachers in the special education "early on" program, who regularly visit student homes in the community, a monthly stipend of $50 will be provided as reimbursement for maintaining a cellular phone for professional use.

ARTICLE 7 - HOURS, WORK DAY, AND WEEK

7.1 Work Week

The Board recognizes the principle of a standard forty (40) hour work week and will, so far as possible, set work schedules and makes professional assignments, which can reasonably be completed within the standard work week. The Board will not require teachers regularly to work in excess of the standard work week within or outside of any school building except for extra-curricular activities.

7.2 Work Day

Each work day 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 including but not limited to planning, developing tests, maintaining records, correcting papers, parent conferences, curriculum development, previewing materials. 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 work day shall start ten (10) minutes before the start of the student school day and end ten (10) 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 (7) hours and twenty (20) minutes. All high school teachers shall be entitled to no less than a thirty (30) minute duty-free lunch period.

B. MIDDLE SCHOOL (Grades 6-8)

The middle school work day will be seven (7) hours and twenty (20) minutes. All middle school teachers shall be entitled to no less than a thirty (30) minute duty-free lunch period.

C. ELEMENTARY SCHOOLS

The elementary schools work day will be seven (7) hours and twenty (20) 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 c.1 and c.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. Administrative supervision will normally be in the building during the students' lunchtime. The teacher(s) on rotational duty will notify the principal or lunchroom aide or office monitor where they may be located in the building. Teacher(s) shall not be used for lunchroom duty.

7.3 Records Days
Teachers will be allowed to work at home on two (2) records days (one at semester break and one at year end). If a counselor works in the building on a scheduled records day, that counselor may work from home on another date with prior approval from the building administrator.

7.4 Annual Work Days
Total teacher work days will be 185 days. Additionally, teacher work days scheduled before the first student day shall be split evenly between District/building time and teacher preparation time. New teachers shall be required to work 188 days, which includes three (3) additional days before the first teacher work day of the school year as identified on the calendar.

A new teacher hired after the beginning of the school year shall attend the three (3) additional new teacher professional development days the following school year and will receive their per diem rate (at their hire salary) for these three (3) additional days worked.

With prior approval from the building administrator, a counselor may be excused from the opening day professional development for the purpose of working on student schedules and enrollment/registration.

7.5 Special Education Lunch Coverage
In those categorical programs 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.

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

ARTICLE 8 - TEACHING LOADS AND ASSIGNMENTS

8.1 Teacher Availability to Students
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 six (6) class periods of approximately the same length and Impact Hour/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 for the use of time when students are being taught by a special teacher in the elementary schools is covered in Article 21.

*Use/purpose of prep time, see Article 21

ARTICLE 9 - TEACHING CONDITIONS

9.1 Building Policies

Because every building has needs particular to itself, the faculty and administrator of each building shall be authorized to develop, cooperatively, building policies that are consistent with State law, Board policy, and this Agreement. Copies of these building policies, as they are developed, shall be sent to the Superintendent for review and approval.

9.2 Teacher's Use of School Day

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 ensuring that the energy of the teacher is primarily used to this end. 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/ Caseloads

At any time in the school year, either the District, the Association, or an individual bargaining unit member can request a review of workload and assignments.

A. The maximum class size limit for grades K-5, inclusive, shall be kindergarten: 26 students; grades 1, 2, and 3: 28 students; grades 4 and 5: 32 students; elementary vocal music: 40 students. These numbers are maximum, and not optimal, class sizes, and 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 will meet to resolve the problem.

B. Class size and caseload limits for special education will follow the guidelines of the Michigan Administrative Rules for Special Education (MARSE) and/or the Oakland Schools ISD Plan for the Delivery of Special Education Programs and Services. In the event of conflicting guidelines between the two, the District shall have the authority to decide which legal guideline to apply.

C. Special Education Social Worker caseloads will be capped at 45 students to allow for appropriate, equitable, comprehensive support from staff leading to more accurate data to drive policy/program decision making. In the event a social worker's caseload exceeds forty-five (45) students during a semester, the social worker shall receive additional compensation in the amount of three hundred sixty dollars ($360) per student, per semester, for each student assigned above the maximum caseload. Such additional compensation shall be limited to a maximum of five (5) students above the established caseload cap, and will be prorated at a *per diem* rate of $4 per student per day, beginning upon notification from the special education department.

D. In grades 6-12, except in certain classes such as physical education (excluding swimming) and music, the total student load for teachers shall not exceed 165 students per day for the long period day. An individual class shall not exceed 33 students. In grades 6, 7, and 8, every effort will be made to cap classes at 32, with 33 as the maximum, if needed to avoid additional staffing. The maximum student load will be five (5) times the class size maximum.

E. Students assigned to Impact Hour/CPC in grades 6-12 will not count towards caseload numbers established above. The Impact Hour class will be pass/fail and have minimal grading. Student participation will be used

primarily to determine if a student passes or fails. CPC will be graded. Administration will provide curriculum for Impact Hour/CPC before the start of the semester. If Impact Hour/CPC is offered, the class will occur no more than five (5) times per week.

F. 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. Administration will strive to maintain co-taught class size that is two (2) students lower than the regular class size maximum for that grade level/subject matter.

G. After the fifth (5th) student school day of the new school year and through the second Friday in October, teachers will be compensated for students on their class rosters above the contractual class size limit at the rate below:
   - Secondary teachers (grades 6-12) over 33 students receive $4 per overage student per class day with the overage.
   - TCEC teachers over their caseload maximum receive $3 per overage student per class day.

   These overage payments shall be made on the last pay in October and then on a bi-weekly basis.

   By mutual agreement between the TCEC teacher, the building principal, and the Director of Human Resources, TCEC teachers may carry a caseload over their caseload maximum . If these criteria are met, the TCEC teacher will receive $3 per overage student per class day, effective the first class day after the second Friday in October. Administration may balance caseload overages at any time.

H. In secondary classes and by written mutual agreement between the teacher, their building administrator, the FEA President, and the HR director, the class size limit may be exceeded by a maximum of 3 students. Compensation for the additional students will be $650 per student per class that the overage occurs. This compensation is a flat rate and not to be prorated. Additionally, teachers will receive the compensation at the end of the semester in which they carried the overage.

9.4 Teacher/Student Ratio

The overall teacher/student ratio of 1:24 shall be maintained, excluding special education teachers and students.

9.5 Supplies

Appropriate texts, library reference facilities, maps, 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 District. The parties will confer through the Professional Relations Committee (PRC) process on such matters from time to time.

9.6 Online Courses and Class Stacking

The district shall make every effort to consolidate online supervision into a single section. When consolidating online supervision into single sections is not feasible, and students are placed into classes with teachers who are simultaneously teaching in-person content, the following shall apply:

A. Administrators will provide guidance and expectations to teachers accepting a student online while instructing their own content.
B. All correctly certified teachers will be asked in advance and will only receive online students if there is no other viable option.
C. The number of students taking an online course shall count towards the class size total.
D. Placement of more than two students taking an online course requires the consent of the teacher.

9.7 Facilities for Teacher Use

The Board shall make available, in each school, adequate restroom and lavatory facilities exclusively for teacher use and at least one (1) room appropriately furnished which shall be used exclusively as a faculty lounge and lunchroom, in which smoking and tobacco use shall not be permitted. A computer will be made available in each building for teacher use. The Board will provide a bulletin board in each teacher's lounge. The FEA shall be responsible for assigning a member to supervise each of these bulletin boards. These bulletin boards will be kept neat and the material posted in good taste.

9.8 Parking Facilities

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

9.9 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.

9.10 Without Discrimination to Staff or Student

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, gender identity, 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 FEA pledge 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, marital status, or other legally-protected classification, and to seek to achieve full equality of educational opportunity to all of these students.

9.11 Supplies Needed

Ten (10) days before the first day of the school year, the building PRC 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.

9.12 Student Achievement Team/ Student Success 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 depends on the nature of the student's problem. At 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-language pathologist, 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.

9.13 Training/Limitations Regarding Medically Fragile Students

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

medically fragile shall be performed by aides and/or other qualified professionals, except in case of an emergency which threatens the student's health.

9.14 PUMP/PWFA

The district shall provide reasonable break time and a private place, other than a bathroom, for employees to express breast milk for their nursing child for at least one year or the time needed for the employee to express milk after the child's birth. The private space shall be in reasonable proximity to the employee's work area. The aforementioned break time and private place will be provided each time such an employee has a need to express milk at work.

The aforementioned private space will include a refrigerator and an electrical outlet, a flat surface, and a locking door from the inside that prevents any viewing from outside the room. If windows are present, there will be a covering that blocks any view, and the space will be inaccessible to others during pumping.

The District and the Association will encourage bargaining unit members to work to minimize disruption to instructional time by aligning pumping times with lunch, preparation periods, and other break times. Each individual bargaining unit member shall schedule a meeting with their supervisor to develop a tentative schedule and appropriate space. Should those times be inconsistent with the bargaining unit member's needs, which are not within the control of bargaining unit members, then a reasonable accommodation shall be made to ensure pumping needs are met.

ARTICLE 10- VACANCIES

10.1 Definition of "Vacancy"

A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled, including newly created positions, as well as such positions currently filled but anticipated to be open in the future.

Any vacancy that occurs after the beginning of the school year shall be posted as a Temporary Vacancy and remain posted until filled. If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below.

10.2 Notification (Posting) of Vacancies and Application

Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee with a copy of such posting to the Association. Positions as described above shall be posted at least ten (10) school days prior to being filled. Bargaining unit employees may apply for such positions by submitting an e-mail of interest to the Human Resource office. Exceptions to this timeframe may be made only by mutual consent of the Association and District. Said positions shall be filled in accordance with the procedure outlined in Section C below.

Summer Months: During the summer months when regular school is not in session, the Employer will provide via district email to all bargaining unit employees all posted vacancies. Positions so posted shall remain posted at least fifteen (15) calendar days prior to being filled. Application may be made in the same manner as described above. Exceptions to this timeframe may be made only by mutual consent of the Association and District. Likewise, these positions shall be filled on the same basis.

10.3 Awarding of Vacancies

Internal qualified applicants shall be given preference and will be given interviews for vacant positions for which they apply, but such awarding of the position is not automatic, and shall be made to the most qualified individual. "Most qualified" shall be defined as:

1. Employees awarded the position must have "highly effective" or "effective".

2. If more than one applicant equally meets the above standard, then the position shall be awarded to the employee with the most length of service in a grade level or subject area, including partial years of teaching.

3. If more than one applicant equally meets the above standard, then relevant training or education for the position in question.

4. If two or more bargaining unit members still are equal the final determinant shall be awarded on the basis of seniority.

If an external candidate is chosen over an internal candidate, then upon request, each internal candidate shall receive written explanation as to why they were not selected by the Office of Human Resources.

All bargaining unit members shall be given notice of their tentative assignment no later than June 1st for the following academic school year.

ARTICLE 11- TRANSFERS

11.1 Definition of "Transfer"

A "transfer" shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit, (2) building assignment, (3) subject areas; (4) a non-classroom assignment such as librarian, counselor, itinerant personnel, etc., or (5) Special Education assignment. Transfer awarding of vacancies shall be first governed by the language in Article 10 pertaining to vacancies. Other transfers will be governed by this Section. Every effort will be made to provide notice of transfers within an appropriate time frame to provide bargaining unit members time to plan and adjust to any new position.

11.2 Voluntary Transfers

A request for a transfer may be made at any time in writing to the Office Human Resource, Building Principal and to the Association. The request shall specify the school, grade, and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer shall be granted unless the granting of same is inconsistent with the contract language pertaining to the filling of vacancies. The Employer shall respond to the request for voluntary transfer in writing within one month. No bargaining unit employee shall be discriminated against because of a request to transfer. If the request is denied, once a year the teacher shall inform the District of their continued interest for the transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

11.3 Involuntary Transfers

Involuntary transfers may be implemented based on well-reasoned and appropriate rationale. These reasons will be articulated to the Association and all impacted teachers. Teachers will be consulted and placed before new hires whenever possible. Probationary teachers shall not be transferred more than one time in four years. Movement by way of secondary departments shall not be considered as involuntary, as long as bargaining unit members remain in the same building and directed before the Friday after the Count Day in the first semester.

ARTICLE 12: REDUCTION IN PERSONNEL/ LAYOFF AND RECALL

12.1 Prior to taking action regarding layoff/ reduction in force, representative of the Board will meet with the Association to determine the contractual priorities and procedures are followed in creation of a layoff/ reduction in force list.

12.2 To promote an orderly reduction in personnel when the educational program, curriculum, and staff are

curtailed, the following procedures will be used:
A. Non-certified, will be laid off first, then,
B. Temporary bargaining unit members, then,
C. Previously retired bargaining unit members, then,
D. Certification, then,
E. Relevant experience, then,
F. Seniority, then,
G. Documented concerns

12.3 After a reduction of teacher as outlined above, no new bargaining unit members shall be hired without offering qualified bargaining unit members on the recall list a position first.

12.4 Teachers being laid off shall receive a forty-five (45) calendar day notice in writing before the effective date of layoff.

12.5 The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualifications on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

12.6 All teachers laid off shall continue to receive seniority for a period not longer than forty-eight (48) months from the date of layoff.

12.7 All recalls shall take place verbally, followed by a written recall via electronic mail. Response to a recall shall also take place through a written electronic mail response. Bargaining unit members being recalled shall be given forty-eight (48) hours to respond as to whether they accept or decline a recall assignment. If there is not a response to the recall, then the bargaining unit member will have been deemed to forfeit their position and removed from the recall list. If the bargaining unit member accepts, a date outside of the forty-eight (48) hours for return to duty shall be provided. Between the dates of June 1st and August 15th, bargaining unit members shall have one week to respond to a recall notice.

12.8 Bargaining unit members shall be recalled in reverse order from the process outlined in 12.2 above.

12.9 Definitions
A. Qualification: Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification. Upon being recalled, if specialized training required for a position can be completed within a six (6) month time frame of being recalled, then that particular qualification limitation shall not be a factor.
B. Evaluation Rating: Bargaining unit member's evaluation rating and not the score is what is used for the purpose of identification.
C. Repayment Trigger Date: This would only be relevant to bargaining unit members who accept recall from the date the District formally offered the position to said bargaining unit member.
D. Recent Relevant Experience: This term is defined as placement in a similar role, having taught similar content and specific certification and training that would apply to the position in question within the last five (5) years by level, K-5 and 6-12, or same content K-12.

12.10 A teacher refusing an offer of recall to a position for which the teacher is adequately certified which is equivalent to the one from which they were laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall.

12.11 The Board will continue to provide the insurance in this Agreement for any teacher laid off for the months of July and August. If a bargaining unit member is receiving unemployment payments at the time of recall, which shall be the date that recall is offered, benefits would only be repaid from that offered recall date.

ARTICLE 13 - PROMOTION TO/RETURN FROM DISTRICT ADMINISTRATOR POSITIONS

13.1 Announcement of Vacancy for Administrator Position

Whenever a vacancy occurs in a District administrator position, the Board will provide notice of available through the email system. The notice will contain at least the following information:

A. Position title
B. Qualifications for the position
C. Deadline for submitting an application for the position

The administrator vacancy shall not be filled, except on a temporary basis, until this notice has been posted on the District's website for at least ten (10) calendar days.

13.2 Promotion/Return to Teacher Status

Any teacher who is promoted to a District administrator position and later returns to teacher status shall retain such rights as he/she may have under this Agreement before promotion to a District administrator position, including increments normally accrued, subject to the following conditions:

A. Effective July 1, 1993, any bargaining unit employee who becomes an administrator shall cease to accrue seniority from the time he/she leaves the bargaining unit.

B. Administrators who have never been a bargaining unit employee shall not accrue bargaining unit seniority.

C. Bargaining unit employees assigned to an administrator intern position shall accrue bargaining unit seniority for a period not to exceed one (1) year.

ARTICLE 14 - ABSENCE POLICIES

14.1 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 the occurrence. The teacher shall complete any required forms necessary in connection with such injury.

14.2 Sick/Personal Days and General Leave Earned

During each year the teacher will earn sick leave or general leave, as applicable 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/general leave for that year plus all previously-accrued sick leave, such days to be known as the current allowance. For teachers in their first year of employment, sick and personal leave, as described in this section is the default available to newly hired bargaining unit members.

Bargaining unit members in year two of employment and beyond, who have used ten (10) days or less of sick/personal days in the previous academic school year shall be able to utilize General Leave and will not need to designate days as sick or personal. The qualification into General Leave, in any subsequent shall exclude days utilized under FMLA, School Business (field trips, professional development, and other school approved absences), Association Days and any documented medical illness requiring a member to quarantine. Bargaining unit members not qualifying for General Leave shall remain entitled to all applicable provisions of sick/personal leave as outlined in Article 11.

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 or for general leave, where applicable. Any unused portion of the current allowance will be accumulated and credited to the employee's future sick/general 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/general leave days may be used for disability due to pregnancy as provided in Article 12.2.A.

14.3 Absences at Start of School Year

A returning teacher, absent from school at the beginning of the school year due to illness, disability, or pregnancy may draw upon the teacher's current sick/general leave allowance. The Board may request medical substantiation of the reason for absence before the teacher's return to work.

A new teacher absent from school at the beginning of the school year due to illness, 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 is not responsible for the expense of the exam. The exam shall be completed before the new teacher's assumption of duties.

14.4 Absences Before/After Holiday

When an employee is absent without proper authorization the day before and/or the day after a holiday (including but not limited to any school break period), the employee shall not receive salary for the day(s) absent unless the absence is due to personal or family illness, or death in the family. For personal/ family illness, the employee shall receive pay for the day absent provided that the employee submits sufficient medical documentation of the illness of the employee or employee's family member (e.g., a statement by the physician treating the employee or employee's family member), and provided that the employee is otherwise eligible for any compensation during the pay period in which the holiday or school break occurs.

14.5 Absence Abuse

When an employee has been absent for four or more days because of illness or general leave, absent administrative approval, 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 that illness by way of a doctor's note.

14.6 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 and the guidelines in Article 11.7:

- Employees will be allowed to use up to their full three (3) personal days without providing an explanation.
- Personal business days must be requested within a twenty-four (24) hour notice, unless such notice is not possible.
- All requests to use two (2) or more consecutive personal business days, including a Friday through Monday absence, requires explanation to and pre-approval from the Superintendent or designee before submitting the request through the online absence system.
- If the teacher has exhausted his/her personal business day allotment for that school year, the teacher may use up to three (3) personal sick leave days for death in the immediate family or to attend funerals.
- If Monday or Friday personal business absences (not including FMLA or District-related absences) total more than two (2) in any school year, the employee is subject to the following previous contract language:

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 11.7. 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 11.7.

14.7 Personal Business Day Standards

Personal business days should be taken only when it is impossible to conduct pressing personal business outside of the regular school day. This standard is important. The FEA is not in sympathy with individuals who abuse this standard by taking personal business days for unwarranted or trivial reasons. Indeed, this action is a breach of professional integrity. Each teacher is allotted three (3) days, which can be used in emergencies or for pressing business. The Director of Human Resources, 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 school vacation period. The use of personal business days for extenuating reasons may be granted at the Superintendent's discretion. 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 work day, 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 work hours
- Household emergencies created by an act of God or accident
- Doctor appointment
- Dentist appointment
- Personal family emergency

14.8 Religious Holidays

Three (3) religious holidays shall be added for teachers who observe religious holidays. Such holidays shall be requested through the online absence system at the beginning of the school year and will not be deducted from the teacher's personal business or General Leave bank. Religious holidays cannot be used on the day before and/or after a school break without the mutual agreement between the FEA and the Board. The first religious holiday may be taken without documentation of any kind. The following two shall require a conversation with the bargaining unit members direct supervisor. If an issue or concern arises, the issue may be taken to the Office of Human Resources for review. Requests submitted after October 1 of each year will require the use of a personal business day. New teachers hired after the start of the school year will have thirty (30) days from their first work day to submit their request. Exceptions and changes can be made to the October 1 deadline by the Director of Human Resources and/or the Association.

14.9 Jury Duty

A teacher required to serve as a juror in any court of proper jurisdiction will continue to be paid his/her 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 District, except those monies paid to the teacher for expenses such as mileage, phone calls, or meals.

14.10 Shared-Time Teachers

Sick days and personal business days shall be granted to shared-time teachers, but shall cover the actual work day assignment.

14.11 Bereavement Leave

All bargaining unit members shall have up to (5) five days of intermittent or consecutive Bereavement leave above the thirteen (13) allocation in sick/personal and General Leave for an immediate family member, which is defined as a domestic partner, father, mother, in-laws, grandparents, grandchildren, sister/brother, daughter/son (and in-laws), siblings, spouses and children by birth or any person living with the bargaining unit member. Exceptions may be made to this by mutual agreement between the FEA and the Board. This leave provision may be used for attendance for services and/or estate matters.

14.12 Absences on Mondays and Fridays

The Board and the Association agree to make a good faith effort to eliminate staff absences on Mondays and Fridays.

14.13 Committee Meetings

Committee meetings that require teacher attendance and that could potentially meet after school hours will be provided compensation in 6.7.D and F to incentivize holding meetings after the academic school day.

ARTICLE 15 - LEAVES OF ABSENCE POLICIES

15.1 Leaves of Absence

At the discretion of the Board, leaves of absence will be granted for the following reasons: health, pregnancy disability, maternity, adoptive, child care, study, travel, Peace Corps service, and uniformed service; all except the last being subject to the following provisions:

A. Eligibility for any type of leave of absence depends on a satisfactory record of at least two (2) years continuous employment by the Ferndale Public Schools. Except for uniformed services leave, health leave, or maternity leave, no leave shall conflict with the employee's contractual obligations with the District.

B. 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 (1) 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 Superintendent's recommendation.

Teachers returning from any leave should refer to Article 12.1.D.

C. While on leave, an employee shall maintain full 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 incremental credit as if he/she had been in the District's employment during the period of such leave.

D. 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.

15.2 Leaves of Absence - Types and Specific Conditions

A. Paid Leaves

Unless otherwise noted, leave identified in Article 12.2.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. 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 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 teacher's 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 12.2 and Article 13, through the post-natal examination for as long as she is disabled from returning to work, or until such sick leave days are exhausted, whichever is earlier. This clause, Article 12.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 may use up to fifteen (15) days of paid sick leave for the purposes of parenting a newborn or newly-adopted child. This leave is only available for the first twelve (12) months from the child's birth or adoption date.

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 Child Care 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 child care begins when a pregnancy disability leave ends (see Article 12.2.B. above). This child care leave is requested at the time of or during a pregnancy disability.

   b) A leave of absence for child care that is requested due to the stated need of a teacher. The granting of such leave shall be at the discretion of the Superintendent.

   c) This leave shall be concurrent with leave under the Family and Medical Leave Act.

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 Article 12.2.B. above). This leave shall be concurrent with leave under the Family and Medical Leave Act.

3. **Adoptive Leave,** if requested by the adopting 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. This leave shall be concurrent with leave under the Family and Medical Leave Act.

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 AmeriCorps 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 Superintendent's discretion.

10. **Association-Approved Leaves**
    The District will grant one (1) year leaves of absence upon request for a maximum of two (2) teachers. The Association shall bring to the Board the names of teachers recommended for such leave. The one (1) year leave of absence shall begin no sooner than the end of the school year in which the request is made and no later than the first teacher duty day of the subsequent school year in which the request is made. The Board shall grant the leave request unless one (1) of the following conditions exist:

    1. The teacher has less than six (6) years of bargaining unit employment with the District.

    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. **Long-Term Disability Leave**
    Any teacher who qualifies for Long Term Disability (LTD) under this Agreement shall be considered to be on a leave of absence. During this 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 12.2.A). To qualify for other benefits provided in this Agreement, the returning teacher who satisfies the requirements to return to active service outlined in of Article 12.2.A above must be re-employed on an active full-time basis for a minimum of two (2) years.

12. **Uniformed Services Leave***
    Any employee covered by this Agreement who terminated employment in the District to perform active service in the Uniformed Services 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 Uniformed Services with no other than honorable conditions.

3. Applies for re-employment 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 Uniformed Services obligation, if drafted, or at the end of the first voluntary enlistment. If the teacher reenlists under either of the above conditions, this section does not apply.

*In the event of re-employment from unpaid leaves specified in Article 12.2.B.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 District's employ during the time of leaves under Article 12.2.B.6., 7., or 8., up to a maximum of two (2) years of increments. Full increments shall be added as if the employee had been in the District employ during the time of active service in the Uniformed Services (leave Article 12.2.B.12).; but

3. A certified employee's status under the Michigan Teachers' Tenure Act shall be the same as when employment was terminated at the time uniformed services leave was granted. This process shall comply with state and federal laws governing uniformed services leaves of absence.

15.3 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 that they make arrangements to pay the required premiums to the 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 responsible nor liable for expenses incurred by the 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.

15.4 Family & Medical Leave Act

All rights, obligations, and terms under the Family & Medical Leave Act ("FMLA") will be interpreted according to applicable law. The FMLA requires covered employers to provide "eligible" employees up to twelve (12) weeks of unpaid, job-protected leave for certain family and medical reasons and up to twenty-six (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 twelve (12) months, and for 1,250 hours over the 12 month period immediately preceding the leave, and if there are at least fifty (50) employees within seventy-five (75) miles.

ARTICLE 16 - MASTER SICK BANK

16.1 Master Sick Bank

The Master Sick Bank is intended for catastrophic and/or chronic events, to help employees bridge the gap between paid and unpaid leave .The procedure to administer the Master Sick Bank shall comply 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.

16.2 Funding of Sick Bank

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

A. Teachers newly-employed by the 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 after 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/her employment with the District.

C. If the number of days in the Master Sick Bank falls below fifty (50) days before 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. Subsequent to deducting days under Article 22 (Retirement Sick Day Bonus), the Board will deposit into the Master Sick Bank 100% of any remaining days in the current allowance of teachers who retire under the MPSERS.

16.3 Eligibility

Any teacher shall be eligible to make application to the Sick Bank Committee for sick days benefit after being incapacitated for fifteen (15) consecutive work days and has used all of the teacher's own current allowance. If a teacher is incapacitated for at least fifteen (15) work 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 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 teacher may only use up to a maximum of twenty (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 teachers are subject to a maximum usage cap of seventy-five (75) days.

Master Sick Bank days shall not be used after the teacher's eligibility date for long term disability (LTD) insurance benefits.

Under extenuating circumstances, a teacher who has not met the eligibility requirements may apply for sick bank days for medical purposes or for parental leave (12.2.A.3). Days may be awarded in this situation by mutual written agreement between the FEA President or FEA Sick Bank Chair and the FPS HR Director. In the event that a teacher who is awarded sick bank days under the provisions spelled out in this paragraph does not return to work after their leave, they shall be required to repay the district for the sick bank days used. Those sick bank days will also be returned to the FEA sick bank.

16.4 Application

Each application for sick days 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.

16.5 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.

16.6 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:

1. President of Ferndale Education Association

2. 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 his/her 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. The Association will reimburse the Board the five (5) days' pay if the teacher does not return the following year and does not reimburse the Board the five days' pay.

16.7 Board Retention of Sick Days

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

16.8 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.

16.9 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 as to sick day compensation presently existing in any plan or agreement to which the Board is a party.

ARTICLE 17- HEALTH EXAMINATIONS

17.1 Health Examination

A pre-employment health examination, as determined by the Board, may be given by an agent designated by the Board to a candidate offered employment with the District. The candidate must be approved for employment by the Board's medical agent before the hire is legally binding on the Board.

17.2 Health Examination Cost

All costs of the above medical health examinations shall be paid by the Board. If a teacher elects to have the health examination conducted by the teacher's private physician, the teacher is responsible for paying the costs.

17.3 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 one (1) year, subject to renewal at the Board's discretion. 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 conduct that 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 at the Board's 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.

17.4 Personal Medical File

All reports from the above shall be filed in the Board Office, and shall become a part of the employee's confidential personnel record.

ARTICLE 18 - MENTORSHIP

18.1 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 School Code. The Internal Mentor Teacher shall be a bargaining unit employee.

B. Each bargaining unit employee during the first three (3) years in the classroom shall be assigned an Internal Mentor Teacher. A teacher new to the District who has had at least three (3) years of classroom experience, shall be assigned an Internal Mentor Teacher for the first year in the District. Upon the recommendation, a Mentor Teacher may be assigned for years two (2) and three (3) for an experienced classroom teacher. 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 bargaining unit employee with a Master's Degree, if possible, and effective evaluations.

2. Participation as a Mentor Teacher shall be voluntary.

3. The District shall notify the Association of those employees requiring a Mentor Teacher assignment or of any affected employee whose classroom assignment has changed.

4. The assignment of the Internal Mentor Teacher shall be finalized within twenty-five (25) work days 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. The mentee shall be assigned no more than one (1) Internal Mentor Teacher.

7. The Mentor Teacher assignment shall be for one (1) year subject to review by the building administrator, Mentor Teacher(s), and mentee at any time. The appointment may be renewed in succeeding years if all parties agree.

8. Mentor Teachers shall be paid for each mentee according to the following:
   - Forty (40) hours at the curriculum rate for mentoring a first-year teacher;
   - Twenty (20) hours at the curriculum rate for mentoring a second-year teacher;
   - Ten (10) hours at the curriculum rate for mentoring a third-year teacher.

   Mentor teachers mentoring teachers in an "Alternative Pathway to Certification" (e.g. Teachers for Tomorrow) shall be paid the following elevated amounts, in lieu of the amounts specified above:
   - Sixty (60) hours at the curricular rate for mentoring a first-year teacher;
   - Thirty (30) hours at the curricular rate for mentoring a second-year teacher;
   - Twenty (20) hours at the curricular rate for mentoring a third-year teacher.

   The Mentor Teacher shall record these mentoring hours on the Mentor/Mentee Meeting Log, which shall be signed by the Mentor.

9. If the mentee completes the third year with the District with the same Mentor Teacher, the Mentor Teacher and mentee shall share $250 in total to use for supplies, professional development, field trips, and/or professional memberships. If the Mentor Teacher/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 Teacher and mentee together during the duration of the mentee's mentorship.

10. A Mentor Teacher may have up to two (2) mentees if mutually agreed upon. A Mentor Teacher may have a third mentee, but only upon mutual agreement of the building administrator, the Mentor Teacher, and the mentee.

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.**

E. Internal Mentor Teachers shall be provided with a Mentoring Handbook for use with the assigned mentee.

F. The Mentor Teacher shall record hours spent mentoring on the Mentoring Hours Sheet. This sheet shall be submitted to Human Resources Office and the building administrator by June 1 of the mentoring year.

ARTICLE 19 - PROTECTION OF TEACHERS

19.1 Administrative Support

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 as to the teacher's work obligations.

19.2 Personal Property Damage Claims

The Board will reimburse teachers for damage or destruction of clothing or personal property of the teacher while on duty in the school up to an amount of $500.00, if the damage 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 that personal property to the school building. Neither does it include damage or destruction, which results from teacher negligence. 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 (2) administrators selected by the Board and two (2) teachers selected by the FEA, shall rule on the validity of all claims. If 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 this Agreement.

19.3 Teacher Liability Protection

Teachers shall exercise reasonable care as to the safety of students and property.

19.4 Physical Assault

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

19.5 Other Protections

1. Staff who are acting within the scope of their employment responsibilities with respect to maintaining control and discipline of students shall be given support and assistance by the District. Continued effort will be made to assure staff that they can provide student instruction and other ancillary services with a minimum of disruption and abuse in an appropriate learning environment.
2. The Board recognizes its responsibility to give all reasonable support and assistance to staff members. In view of this, building administrators shall make every effort to support staff members in the establishment of a learning environment in the building that is conducive to providing effective instruction and ancillary services.
3. The District shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed by the District at each building to students, staff and parents at the commencement of each school year. Additionally, a current student code of conduct will be made available to teachers at least two (2) weeks prior to the start of the school year.
4. Any case of alleged assault upon a teacher/ancillary bargaining unit member, which had its inception in a school-centered problem, will be promptly reported to the Board or its designated representative. If the alleged assault was by a pupil, the assaulting pupil will be immediately suspended for at least the period of time the investigation occurs. The alleged assault will be promptly investigated by the principal or his/her designated representative, who, with the teacher/ancillary staff and Superintendent, shall determine a suitable punishment for the assaulting pupil(s), up to and including involvement of law enforcement.
5. If the assault is by a person who is not a pupil, the Board will promptly report the incident to the proper law enforcement authorities.

6. In either case (pupil or non-pupil), the Board will render assistance to the bargaining unit member in connection with handling of the incident by law enforcement, and medical authorities.
7. Assault of bargaining unit members is strictly prohibited. Any such incident, such as biting, scratching, punching and other forms of assault by students or others of bargaining unit members will be documented through an incident report and reported to the appropriate District personnel. Furthermore, the District shall support teachers and take appropriate action to address teacher's safety concerns, including but not limited to student class assignment and referral to law enforcement. Grade level teams/subject teams would be a part of any class reassignment consideration or decision making process.
8. Due consideration for special education students' manifestation of behavior may be applicable. The parties agree, however, the Board recognizes that it shall provide continued efforts to assure staff that they can provide students instruction and ancillary services with a minimum of disruption and abuse in an appropriate learning environment.
9. An administrator must be on-site at all times or a designee must be determined and promptly communicated to the teachers in that building.
10. Teachers will not face intimidation or retribution for implementing a SNAP suspension.
11. In cases of extreme student misbehavior, teachers will be consulted and made aware of administrative intervention to assist the student prior to the student returning to class.
12. Within the framework of the District's policies, the District's rights and responsibilities, all employees must reasonably and consistently enforce each.

ARTICLE 20 - PROFESSIONAL RELATIONS COMMITTEE

20.1 Professional Relations Committee Members

The Board and the FEA 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) work days of a request by either party or by mutual agreement of the co-chairpersons. The purpose of this Committee is to discuss and study matters of mutual interest concerning the District, which fall within the provisions of this Agreement and personnel policies.

20.2 Purpose of Professional Relations Committee

The purpose of these meetings shall be to provide a means where:

A. Items of concern to the FEA 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 FEA for consideration;

C. Information may be exchanged; and

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

20.3 Procedures of Professional Relations Committee (PRC)

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

20.4 Building PRC

Each building shall establish a building PRC to address building issues as outlined in Article 17.2. 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. The building PRC will meet within ten (10) work days of a request by either party or by mutual agreement. Issues which cannot be resolved at this level shall be referred to the District PRC Committee.

ARTICLE 21 - GENERAL

21.1 Substitute Teachers

The Board will at all times maintain an on-line 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.**The Board further agrees to maintain an accurate and up-to-date list of substitute teachers, including those retired teachers from Ferndale Public Schools offered a higher rate than regular substitute teachers who are non-retirees.**

21.2 Agreement Supersedes

This Agreement shall supersede any rules, regulations, or practices of the Board, which are 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.

21.3 Agreement Distribution

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

21.4 State and Federal Laws

This Agreement is subject in all respects to the Constitutions and laws of the United States and the State of Michigan as to the powers, rights, duties, and obligations of the Board, the FEA, and employees in the bargaining unit, and if any provision of this Agreement conflicts with state and/or federal administrative decrees and/or judgments or decrees of a court of competent jurisdiction or law, that provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in full force and effect. However, before the effective date of compliance to such decrees or judgments (as noted above) related to working conditions of teachers, the Board shall give the FEA reasonable notice to afford the FEA the opportunity to consult with the Board as to the same before its effective date. Emergency situations may arise where prior notification and consultation are not possible.

21.5 Counselor Requirements

Only those persons holding a Master's degree as well as any other authorization or licensure required by State and Federal law will be employed on the counseling staff.

21.6 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 FEA President, Vice-President, Secretary, and Treasurer may leave their building for FEA business during their preparation periods; however, the FEA agrees that this practice shall not be abused.

21.7 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 FEA

21.8 Student Discipline Code

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

21.9 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.

21.10 Public Act 236

A. Beginning February 13, 2024, and every 90 days thereafter, designated Association representatives will be given a complete listing of all bargaining unit staff that includes the following information if the district has that information:

1. First, middle and last name.
2. Start date of employment in the current bargaining unit.
3. FTE, step, lane placement with annual salary (Base contractual wage or Schedule A only).
4. Building(s) and room number(s) assigned.
5. Employee identification number (if applicable).
6. State Personal Identification Code (PIC) if applicable.
7. Name of position.
8. Work email address and personal email address.
9. Home mailing address.
10. Home and cell phone number.

B. By mutual written agreement between the association and the Board, the frequency with which the information in section A is shared may be adjusted to once per semester. In this case, the Association will be given the information stipulated in section A 10 days prior to the start of each semester.

C. The above-listed information shall be provided via email in Excel format

D. Designated Association representatives shall be given, via e-mail and attached excel document, the same information detailed in Section A above within five (5) business days of any new hires of bargaining unit members that occur throughout the year.

E. Termination of employment, resignation, or retirement by any bargaining unit member shall be reported to the designated Association representatives, including the termination date, via e-mail no later than five (5) business days after the member's last day of employment.

F. Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) lasting more than 10 days shall be reported to the designated Association representatives via e-mail no later than five (5) business days after the first day of leave. Notification of any bargaining unit member returning from a layoff or leave of absence (paid or unpaid) shall be reported to the designated Association representatives via e-mail no later than five (5) business days after the first day of return.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.1 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. A grievance cannot be filed over any policy that relates to a prohibited bargaining subject.

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.

22.2 Purpose

The primary purpose of the procedure set forth in this Article is to secure, at the lowest level possible, prompt and equitable solutions to the grievances raised. These proceedings shall be kept confidential as may be appropriate at any level of such procedure. This Article shall not limit the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration.

22.3 Structure

A. There shall be one FEA representative for every fifteen (15) bargaining unit employees in a building, but in no case less than one (1). The FEA will provide a list of the building representatives to the Assistant Superintendent by October 1st of each school year.

B. The Board designates as its representative the principal in each building.

C. The Board designates as its representative the Superintendent or designee, when the particular grievance arises in more than one (1) school building.

D. Nothing in this Agreement shall be construed to prevent any individual teacher from presenting an individual grievance and having that grievance adjusted without intervention of the FEA, provided that the FEA has been given an opportunity to be present at such adjustment and provided that the adjustment is not inconsistent with this Agreement.

22.4 Procedure

If 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 FEA 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:

If the grievance is not satisfactorily resolved at Level One, the grievance shall be reduced to writing, signed by the grievant, and submitted within ten (10) days to the Director of Human Resources. A grievance similarly affecting a group of teachers and/or more than one (1) school building and signed by a representative for the FEA and/or a grievance which arises out of Board action and signed by the grievant, or an FEA representative may be directly instituted at this level. The Director of Human Resources and an FEA representative shall, within ten (10) days following receipt of the grievance, arrange for and hold a grievance hearing. The Director of Human Resources 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 Director of Human Resources pursuant to Level Two, either the Board or the Association, before the Level Four-arbitration hearing, may seek outside mediation assistance. Either party may invoke the mediation of a grievance(s) through 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.

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 before or during mediation, 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:

If the grievance is not satisfactorily resolved above, only the FEA 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 its services. The selection of an arbitrator and the conducting of the hearing will be in accordance with its 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.

22.5 Right 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 a teacher may not be represented by an officer, agent, or other representative of any organization other than the FEA. Provided, further, when a teacher is not represented by the FEA, the FEA 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.

22.6 Release Time

An aggrieved teacher and/or a teacher duly authorized by the FEA and representing the FEA 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 (4) such teachers shall be so authorized for each hearing or meeting unless specific approval is obtained from the Superintendent. In compliance with MCL 38.1371, as interpreted by the State agency with oversight for that statute, the Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for all Association release time. This provision is based only on State agency interpretation of Michigan law and does not create a separate contractual obligation for the Association to reimburse those sums to the District.

22.7 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 FEA may automatically process it to the next step in the procedure.

The foregoing time limits may be extended by written agreement between the FEA and the Director of Human Resources.

22.8 Miscellaneous

A. The Director of Human Resources and the FEA may request that a grievance or potential grievance be discussed at a Professional Relations Committee meeting(s) in an attempt to resolve the matter. 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, unless otherwise required by law.

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).

G. The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.

H. The arbitrator shall have no authority to order retroactive back-pay beyond ten (10) days before the grievance date and shall deduct from such back-pay an amount equal to any compensation the grievant may have received from other sources during the applicable time period.

I. The Arbitrator's decision shall conform to the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

ARTICLE 23 - EXTRA-CONTRACTUAL/EXTRA-CURRICULAR TEACHER OPENINGS

23.1 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 District's website.

23.2 Application for Extra-Contractual/Extra-Curricular Postings
Teachers interested in submitting applications for positions in Article 20.1 must submit applications to the Employment Coordinator in the Administrative Services Office.

ARTICLE 24 - PREPARATION TIME

24.1 Collaboration and Administrative Responsibility
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 ensure that all teachers, special subject and regular classroom teachers, are knowledgeable about each other's program.

24.2 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. Both groups of teachers assume the responsibility for being knowledgeable about each other's program so there is an 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.

24.3 Preparation Time Use
To implement the above concept, each regular classroom teacher is 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

24.4 Regular Classroom Teachers (Grades K-5)
It is the objective that teachers working with their principal will see many more uses of this time to do a more effective job of teaching children in our schools. Each regular classroom teacher, K-5, 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 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 include:

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 lost planning periods as outlined above.

24.5 Circuit Teachers' Prep Time

Art, music, physical education, foreign language, library, etc. shall have two hundred ten (210) minutes of planning time per week. On three (3) of the five (5) days, planning time shall be provided in blocks of not less than thirty (30) minutes. Prep time for circuit teachers will not include travel or passing time from class to class.

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.

24.6 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. Circuit teachers without a consistent location ("on a cart") will have five (5) minutes travel time between classes. Those circuit teachers with a consistent location will have no more than two back-to-back classes without passing time in the schedule.

Additional information about teaching loads and assignments/prep time is in Article 8. In the 2026/2027 school year, the District and the Association agree to collaboratively study different scheduling scenarios for potential implementation in the 2027/2028 school year.

24.7 Teachers Working Through Preparation Period

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

24.8 Teachers Covering for Colleagues without Substitute

Teachers who provide coverage for a colleague as a result of a substitute being unavailable, consistent with the terms of this section, shall be compensated at the Instructional rate as defined in 6.7.D and F, If a member is directed under emergency circumstances to cover, said bargaining unit member shall by paid twice their instructional rate.

All bargaining unit members, by building, with or without a classroom, shall be rotated on the list of preparation periods for providing coverage. Bargaining unit members without classrooms may be placed in a rotation to assist in the balancing where the number of those with the same prep period is low. If said bargaining unit member is unable to cover due to required student obligations, the next on the list may be directed to cover. It is understood that the next opportunity for coverage will be provided by the bargaining unit member who was skipped.

Before directing a bargaining unit member to provide coverage, the administration must have completed the following steps:

1. The Building administration will solicit volunteer(s). This includes soliciting FMS and FHS staff, who may be willing to cover at either building. It also includes soliciting other employee groups, including but not limited to administrators.
2. The building administration will have referred to the rotation list of all bargaining unit members, as listed by building, with the same preparation period.
3. Bargaining unit members shall not be required to provide coverage until all other bargaining unit members available during that prep period have provided coverage.
4. Bargaining unit members who have already provided coverage during their prep time more than once in the past two weeks shall not be directed to provide coverage, unless it is considered emergency circumstances.

The practice of combining classes in order to provide coverage shall only occur under emergency circumstances and only if the combining is within safety limits. If this practice begins to happen more frequently than emergency circumstances defined, the parties agree to meet, discuss and address this practice. Emergency circumstances shall be defined as:

1. A class would be left without adult supervision.
2. Any other bargaining unit member who was on the rotation list could not be located.
3. Administration was unable to cover.
4. Volunteers has been solicited at least twice by email.
5. Bargaining unit member has already provided coverage during their prep time more than once in the past two weeks.

ARTICLE 25 - RETIREMENT SICK DAY BONUS

Upon retirement* from the Ferndale Public Schools, bargaining unit employees shall receive fifty dollars ($50) per day for accumulated sick leave up to a maximum of 200 days. The maximum payout under this provision is $10,000.00. (200 days @ $50 each = $10,000.00).

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

ARTICLE 26 - BUILDING SCHOOL IMPROVEMENT TEAMS

26.1 School Improvement Plan

If any provision(s) of a School Improvement Plan (SIP) or its application violates, contradicts, or is inconsistent with this Agreement, the Agreement shall prevail pending submission to the District Professional Relations Committee (PRC). A SIP that deviates from the Agreement must have 85% approval of the affected teachers. The School Improvement Team (SIT) will generate the voting list.

26.2 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 start 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- EVALUATIONS

A. Beginning with the 2024-25 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:
   1. specific performance goals identified by the teacher, in consultation with their evaluator to improve their effectiveness in the upcoming school year.

2. an evaluation of the teacher's job performance with timely and constructive feedback.
3. clear approaches to measuring student growth with relevant data on student growth.
4. multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.
5. the use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination.
    a. The student growth and assessment data and/or student learning objectives shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers.
    b. The District shall continue to maintain a Student Growth Dashboard.
    c. Specific performance goals shall be identified by the teacher in consultation with their evaluator, and set by the end of October.
    d. The teacher, in consultation with their evaluator, shall be allowed to assess with alternate data sources students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant assessing with alternate data.
    e. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.
    f. Of the 20% as outlined in this section, 75% shall be teacher driven data and 25% shall be from the District's standardized test data.
6. The negotiated year-end evaluation form utilizes other objective criteria for 80% of the year-end evaluation determination.

B. Process: The negotiated Performance Evaluation system, "Post-observation Feedback Form", "Year-End Evaluation Reporting Form", and "Individual Development Plan (IDP) Form" are attached to this document, and include 5D+ for grade level and content teachers, Michigan School Counselor Performance Evaluation Tool for counselors, and the Danielson rubrics for all other ancillary staff.
    1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
        a. The teacher shall be notified no later than September 30 of each year who the administrator will be that conducts their year-end evaluation.
        b. The classroom observations used in the year-end evaluation must include a review of pupil engagement in the lesson, a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. Teachers will only be required to submit lesson plans to an administrator for the day(s) they are being observed.
        c. The observation shall be no less than fifteen (15) consecutive minutes.
        d. All observations shall receive "wonderings" and "noticing's" within two (2) school days of the observation.
        e. All observations shall allow the teacher five (5) school days to respond and upload their lesson plan for the observation in Pivot.
        f. Written Feedback will be provided within ten (10) school days and be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than thirty (30) calendar days after the observation occurred. At the post-observation meeting, the teacher will review written feedback and other pertinent items on that observation on the "Post-observation" feedback form.
        g. Timelines for meetings and observations and feedback can be adjusted by mutual agreement of the teacher/evaluator and/or the Association/District.

h. There shall be at least 2 but no more than 4 observations of a bargaining unit member in each school year one is being evaluated. Those on IDP's shall receive 4-6 observations in each school year, with at least two completed by the mid-year evaluation meeting.

i. Under extenuating circumstances, a bargaining unit member may request an alternate evaluator and/or the Superintendent may re-assign an evaluator.

j. No teacher shall be evaluated by an administrator who does not possess a valid administrative certificate.

2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".
    a. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than the last day of each school year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.
3. Teachers who work less than 60 days in any school year, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.
4. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.
    a. In the initial implementation of this cycle for tenured teachers, recognizing that large numbers of bargaining unit members may qualify for off cycle for two years and then back on cycle in the third year, the parties agree that those bargaining unit members qualifying for a triennial evaluation shall be placed into cohorts based on seniority within their building.

    b. This list shall be completed by the last day of the 23/24 academic school year.

    c. This shall only be implemented if 60% of teachers in a given building for which the bargaining unit member is assigned for the majority of their day, qualify for triennial evaluation.

    d. If A(4c) is achieved, those qualifying under section A(4) shall be divided into two groups or cohorts. The first off-cycle cohort, those with the highest number of years of district seniority in a given building, shall begin their triennial evaluation cycle in the 24/25 academic school year. Nothing shall prohibit a bargaining unit member from volunteering to move from Cohort 1 to Cohort 2.

    e. If A(4c) is achieved, the second cohort those qualifying under section A(4), comprising half the qualifiers with lesser district seniority in the building, will begin their triennial evaluation cycle in the 25/26 school year.

    f. Cohort 2, as described in 4(e) shall be evaluated in the 24/25 academic year. However, by September 30, of the 24/25 academic school year, if any members of a building Cohort 1 leaves or retires, the next senior from Cohort 2 shall be moved to Cohort 1. At all times, Cohort 1 shall have the full number of participants as set forth on the last day of the 23/24 academic school year.

    g. It is understood that this language in 4(a) through 4(g) shall be removed from future successor agreements and is only intended for initial implementation of the cycle.

5. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP (received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:
    a. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
    b. training to be provided by the district to assist the teacher in meeting the goals of the IDP.
    c. a mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
6. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

C. Rights of Tenured Teachers:
1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:
    a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
    b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
        1. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
        2. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.
2. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article 19.

D. Training on evaluation system, tools, and reporting forms:

1. Within the first two (2) weeks of each school year, the district shall provide, during contractually scheduled Professional Development time, training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.
    a. Teachers hired after the initial training of the evaluation process shall be provided release time during the school day to be appropriately trained within the first thirty days of their starting date.
    b. Teachers will be provided a voluntary mid-year evaluation process training.
2. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a "rater reliability" training every three (3) years that minimally includes all of the following:
    a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the evaluation system and forms included in Appendix E.

b. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.

c. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.

d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.

e. Ongoing support for evaluators, including feedback from administrators and Association designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.

ARTICLE 28 - EMERGENCY MANAGER

An emergency financial manager appointed under the Local Financial Stability and Choice Act, MCL 141.1501 et seq, may reject, modify, or terminate this Agreement as provided in that Act.

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 upon ratification by the Board of Education and shall continue in full force and effect until midnight, June 30, 2029.

IN WITNESS WHEREOF, the parties have signed this Agreement.

Ferndale Education Association
For the FEA:

Marc Reosti
President, FEA

Date: 8/31/26, 2026

Negotiations Team Member

Date: 8/31/26, 2026

Negotiations Team Member

Date: 9/1/26, 2026

Negotiations Team Member

Date: 9/1/26, 2026

Board of Education Ferndale Public Schools
For the Board:

Camille Hibbler,
Superintendent of Schools

Date: August 3, 2026

Thomas Shelton
Chairperson of Negotiations

Date: August 3, 2026

Mark De la Vergne
President of the Board

Date: August 3, 2026

Jessica Newman
Secretary of the Board

Date: Aug 17, 2026

SCHEDULE A

A.1 FEA Teacher (K-12) Salary Schedule

At the start of each school year, all teachers will advance one (1) full step. All payments are based on the teacher's FTE status and actual days worked.

Ferndale Educational Association
K-12 Salary Schedule (2026-2027)

The following schedule will be implemented for the 2026/2027 school year. It represents a 2.5% increase from the 2025/2026 scale. Additionally, $1,000 is added to step 15, $2,000 is subtracted from step 16, and a new step 17 is established at $2,000 over step 16. Those individuals at step 16, who were on step 15 in the 2025/2026 school year, will receive a one-time off schedule payment of $2,000 in the first pay of December 2026.

	BA 2026/2027	MA 2026/2027
Step 3	$48,250	$53,868
Step 4	$50,379	$56,321
Step 5	$52,602	$58,882
Step 6	$54,922	$61,560
Step 7	$57,345	$64,361
Step 8	$59,876	$67,289
Step 9	$62,518	$70,351
Step 10	$65,278	$73,550
Step 11	$68,156	$76,894
Step 12	$71,165	$80,394
Step 13	$74,306	$84,050
Step 14	$77,278	$87,410
Step 15	$80,620	$91,060
Step 16	$84,486	$95,826
Step 17	$88,486	$99,826

If the Oakland County Enhancement Mileage (OCEM) is approved in August 2026, the following schedule will be implemented for the 2026/2027 school year with immediate effect. It represents a 5% increase from the 2025/2026 scale. Additionally, $1,000 is added to step 15, $2,000 is subtracted from step 16, and a new step 17 is established at $2,000 over step 16. Those individuals at step 16, who were on step 15 in the 2025/2026 school year, will receive a one-time off schedule payment of $2,000 in the first pay of December 2026.

	BA 2026/2027	MA 2026/2027
Step 3	$49,427	$55,182
Step 4	$51,608	$57,694
Step 5	$53,885	$60,318
Step 6	$56,261	$63,062
Step 7	$58,743	$65,931
Step 8	$61,337	$68,930
Step 9	$64,043	$72,067
Step 10	$66,870	$75,344
Step 11	$69,819	$78,770
Step 12	$72,900	$82,355
Step 13	$76,119	$86,100
Step 14	$79,163	$89,542
Step 15	$81,562	$93,256
Step 16	$86,596	$98,212
Step 17	$90,596	$102,212

Salary schedules for the 2027/2028 and 2028/2029 school years will be negotiated through an economic reopener.

A.2 Retirement Contribution

For the duration of the Agreement, the Board will 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 will pay eligible teachers the appropriate dollar amount listed below. This pay is in addition to their maximum step on the BA or MA salary schedule on which the teacher is paid, for years of service in the District is as follows:

Level 1: After 15 years of employment as an FEA bargaining unit employee with the District, two thousand fifty dollars ($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 as an FEA bargaining unit employee with the District, 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 completing 21 years of employment as an FEA bargaining unit employee with the District, a teacher shall be entitled to $18,300 for a BA and $18,810 for a MA. Payment shall be made in equal amounts (1/3 each) during the next three (3) school years (years 22, 23, and 24). If employment is severed before conclusion of the above-referenced three (3) year period, the balance due shall be paid in the same manner as referenced above, unless the parties agree otherwise.
Level 1, 2, and 3 longevity payments will be made on a lump-sum basis on the first payroll in December.

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 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 District to repay 85% of the unemployment compensation received.

A.5 Teachers with a 90-day or Full Year Basic Substitute Permit and who do not hold a valid Michigan Teacher's Certificate will stay at Step 3. After completion of the first year of employment, step advancement as a result of receiving the certificate will be limited to a single step, in accordance with the salary schedule. The additional step for the Teacher Certificate will be paid retroactive to the date that the certificate was issued by the Michigan Department of Education.

ARTICLE A.6 - COUNSELORS, SCHOOL PSYCHOLOGISTS, SCHOOL SOCIAL WORKERS, SPECIAL EDUCATION TEACHERS, INSTRUCTIONAL LEAD TEACHERS, DISTRICT CURRICULUM COORDINATORS, DEPARTMENT COORDINATORS, PROGRAM COORDINATORS, AND LEARNING CONSULTANTS

A.6.1 Special Increment

Counselors 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 shall meet before 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.

School Psychologists shall also receive this stipend, but must agree to the stipulations in letters D and E regarding the scheduling of ten (10) additional days. School Psychologists must notify the Director of Special Education no later than the first of June of each school year (August 1st for the 2026/2027 school year) if they intend to work the additional ten days for this stipend.

A.6.2 School Social Workers

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

A.6.3 Instructional Leads

The position of Instructional Lead Teacher (ILT) will be replaced by Instructional Leads (all current ILTs will become Instructional Leads). Instructional Leads will develop the agendas for and lead departmental/grade level PLC meetings (expected to be 2-3 per month). Instructional Leads will receive 5 hours of professional learning annually focused on building leadership skills, student work protocol, district initiatives, etc) and provide support primarily at the building level. All Instructional Leads will serve on the building MTSS and SIP/Leadership teams (compensation via timecard), and will serve as new staff ambassadors. Instructional Leads may be required to complete departmental/grade level orders. Instructional Leads will receive a stipend in the amount of $1,750 paid throughout the school year. Instructional Leads will serve a three-year term after which the position will be posted by the Human Resources department. Interviews will be conducted by the Teaching and Learning department, with building administration participation.

- Instructional Leads positions will be established by the Curriculum, Instruction and Assessment department and building leadership with input from the FEA.
- An attempt will be made to distribute the positions equitably between buildings based on student population and need.
- Instructional Leads will serve a three year term. All current ILTs will be grandfathered in for at least one year with a randomly generated list to determine which IL positions will be posted after years 1, 2, and 3.
- Positions are reviewed and renewed annually with the recommendation of the principal and the Assistant Superintendent of Curriculum and Instruction (other than at the end of a three year term).
- Materials and/or topics will be given to ILs at least 24 hours in advance for facilitation or activities that require advance preparation.
- Quarterly communication and/or guidance will be provided to ILs by the Board.

- Non-teaching staff should use PLC time appropriately for their roles, which may include attending PLCs of other departments or meetings.
- Each Teacher will have an IL to lead their meetings. Meeting groups will be structured by grade level or content, or as otherwise determined by the District and Building Administrator.

A minimum of twenty-two (22) positions will be established District-wide. Should an IL not serve an entire school year, compensation will be prorated based on the number of teacher days worked in the position. With prior approval of the building principal, an Instructional Lead will be able to timecard for activities outside of the realm of Instructional Lead responsibilities, such as school committee meetings conducted outside of the school day.

A.6.4 Special Education

All teachers who are certified and approved by the State of Michigan to teach special education in the District, as well as occupational therapists, physical therapists, and speech/language pathologists and are so employed shall receive additional compensation in the amount of five hundred ($500) dollars. Teachers assigned as classroom teachers in special education shall receive an additional amount of two-hundred ($200) dollars above the five hundred ($500) dollars. Mental Health Specialists and Behavior Interventionists shall also receive the five-hundred ($500) dollar amount.

With prior approval from administration, ancillary staff shall be reimbursed up to $500 per school year for any licensure requirements beyond their basic license.

A.6.5 Learning Consultants

A. Learning Consultants are expected to work the same calendar as all other bargaining unit employees.

B. 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 Article A.9.1 per hour for each hour worked up to a total of the equivalent of ten (10) work days.

A.6.6 CASA Teachers

Teachers assigned to CASA will receive compensation in the amount of $750 for each school year, with the understanding that their work schedule will be longer than other bargaining unit employees. If the work day for a CASA teacher is extended beyond 7 hours and 50 minutes, the affected teacher shall be compensated at the rate specified in Article 6.7.D for the time beyond the 7 hour and 20 minute work day in lieu of receiving $750 .

A.6.7 Teachers Working in Multiple Buildings

Teachers working in three (3) buildings receive a one-time payment of $250. Teachers working in four (4) or more buildings receive a one-time payment of $350.

A.6.8 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 10 hours.

A.6.9 Supplemental Building Stipends

A. Each K-12 building will be allotted $1,000 for the year ($500 per semester) for section 504 coordination.

B. Each K-12 building will be allotted $1,000 for the school year ($500 per semester) for testing coordination.

ARTICLE A.7 - 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.8 - 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/her field, and the Board also believes that such efforts should be encouraged and supported.

A.8.1 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 Master's degree plus a JD degree will be paid for a maximum of thirty (30) semester hours, at $30 per hour (30 x 30 hrs. = $900) above the MA schedule.

A.8.2 National Certification

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

A.8.3 Grad Hours Beyond the Master's Degree

- A teacher who has obtained at least fifteen (15) hours of graduate credits beyond the Master's degree from an accredited college or university shall be eligible to receive an additional stipend of $1,250 .
- A teacher who has obtained at least thirty (30) hours of graduate credits beyond the Master's degree from an accredited college or university shall be eligible to receive an additional stipend of $2,500 .

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

Teachers who were receiving stipends for credits beyond the Master's degree 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.

For the purpose of determining the eligibility for these stipends, any Master's credits earned beyond 30 credits are considered to be credits earned beyond the Master's degree. For example, if a teacher completed a Master's degree which required 47 credit hours, they would earn the MA + 15 stipend and need to complete an additional 13 hours to receive the MA + 30 stipend. Similarly, if a teacher completed a Master's degree which required 60 credit hours, they would earn the MA + 30 stipend without needing to complete additional Master's credits.

A.8.4 Physical Therapist Doctorate

The Board will pay an annual stipend of $1,500 to Physical Therapists who hold a Doctorate Degree.

ARTICLE A.9 - SABBATICAL LEAVE

A.9.1 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 (uniformed services 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 (1) school year.

A.9.2 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 (7) consecutive years.
C. The applicant has not been granted sabbatical leave of absence from the Ferndale Board of Education during the seven (7) 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 pro-rated share of compensation received from the Board while on leave.

A.9.3 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. The 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. Any sabbatical leave must be approved in writing by the Superintendent.

A.9.4 Salary Provisions

The teacher on sabbatical leave shall receive no compensation and no insurance benefits.

ARTICLE A.10 - INSURANCE

A.10.1 Medical Coverage

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

Plan Option A: Employees Electing Medical Coverage

Medical - MESSA
- PPO $500/$1,000 with no co-insurance
- PPO $1,000/$2,000 with no co-insurance
- PPO $1,600 /$3 ,2 00 with no co-insurance (includes HSA option)
- PPO $2,000/$4,000 with 20% co-insurance (includes HSA option)

Dental - Delta Dental of Michigan
- 80/80/80/80: $2,000 annual max ($1,000 ortho)
- 50/50/50/50: $2,000 annual max ($1,000 ortho)

Vision - Vision Service Plan (VSP3)
- Annual exams: 100% in network
- Frames: $65 allowance
- Contact Lenses: $115 allowance

Life - MESSA
- $65,000 term life and AD&D

Long-Term Disability – MESSA
- 66.66% of base salary
- $6,000 maximum

- 180 calendar days – modified fill

Plan Option B: Employees Declining Medical Coverage

Dental - Delta Dental of Michigan
- 100/90/90/90: $2,000 annual max ($1,500 ortho)
- 50/50/50/50: $2,000 annual max ($1,000 ortho)

Vision - Vision Service Plan (VSP)
- Annual exams: 100% in network
- Frames: $65 allowance
- Contact Lenses: $115 allowance

Life - MESSA
- $60,000 term life and AD&D

Long Term Disability - MESSA
- 66.66% of base salary
- $6,000 maximum
- 180 calendar days – modified fill

Cash-in-Lieu of Medical Payment

The District will provide a cash payment in lieu of health insurance benefits on the conditions that: (1) the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. This payment is based on the number of employees opting out of insurance at Open Enrollment each year. All payments will be pro-rated 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 will maintain cash-in-lieu of insurance payments during the employee's FMLA leave.

A.10.2 Health Insurance Cap and Employee Contributions

The District has adopted the hard cap language as provided by State law and teacher contribution obligations will be calculated pursuant to the Publicly Funded Health Insurance Contribution Act. 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 beginning in September and ending on the last payroll date in June each year.

A. 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 will continue insurance benefits during the months of July and August. The employee premium share for July and August will be paid through payroll deduction if available or the employee shall pay the amount due to the District directly by check or money order.

B. The District will pay the employee share MPSERS health, dental, and vison coverage for the months 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 within two (2) weeks of the first teacher work day shall re-pay the District the premiums any insurance coverage received between July 1 and the date notice of not returning is given. Extenuating circumstances will be mutually reviewed.

D. In the event that the full cost of a bargaining unit member's health insurance plan is less than the hard cap, the district will pay the difference between the two as a contribution to that member's HSA/FSA in the first pay in January.

A.10.3 Flexible Spending Account, Health Savings Account, and Additional Benefit Options

A. The District has 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.

B. The Board shall provide for payroll deduction for employees who elect to set up a Flexible Spending Account plan under IRS Section 125, Health Savings Account, 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.

A.10.4 Insurance During Layoff

The Board will continue to provide the insurance in this Agreement for any teacher laid off for the months of July and August.

A.10.5 Insurance for Shared-Time Teachers or Less than Full-Time Teachers

For a shared-time teacher or less than full-time teachers, the cost of the fringe benefit package selected by the teacher shall be paid on a shared basis by the Board and the teacher. The employee share is determined as a percentage of the hard cap equivalent to their FTE status. Notification of the payment procedure will be provided by the Human Resources Office.

The total cost of providing benefits to a shared-time teacher 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.

The shared-time or less than full-time teacher can select a non-medical plan, and waive the cash-in-lieu option. If the employee waives the cash-in-lieu option, the District will pay 100% of the costs of a non-medical plan.

The shared-time or less than full-time teacher can select a non-medical plan in full, including the cash-in-lieu option. However, the shared-time teacher is responsible for paying his/her cost percentage, as outlined above.

A.10.6 Benefits Reopener

For the duration of this agreement, if House Bill 6058 or equivalent legislative action triggers an amendment to Michigan Public Act 152, a reopener for health insurance will occur.

ARTICLE A.11 - COMPENSATION FOR EXTRA-CURRICULAR AND EXTRA-CONTRACTUAL ACTIVITIES

The rates listed below are payable for a single position and will be calculated on the individual's salary step. When the position is held by two (2) or more individuals, the stipend will be paid at the higher step and then split. Teachers will receive an extra-curricular extra-contractual salary notice informing them of their assignment and percentage payment before starting their extra-curricular assignment. Extra-curricular activity must consistently meet minimum participation requirements agreed upon by building administration, district administration, and sponsors as reflected in documentation. A leadership course run during the school day can support the student government activity, but will remain independent. The District will make a good faith effort to offer the student government course in all secondary

buildings, provided student enrollment supports this. **Payment for extracurricular assignments will occur within three weeks of the conclusion of the season. For year-long assignments payment will occur on the first pay of December (first 1/2) on the first pay in May (second 1/2). If an extra-curricular assignment is not completed, that extra-curricular salary notice will be nullified, upon notification from the Director of Human Resources.**

A.11.1 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	5.0% (shared position) or 7.0% (one person)
UHS Student Council	5.0% (shared position) or 7.0% (one person)
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%
Young Educators Society (YES)	3.7%

HS/MS Ski Club at $150 per ski hill event, capped at $1,200 per season. Stipend is only for one (1) advisor.

Class Chairpersons

9th Grade	1.0%
10th Grade	1.4%
11th Grade	1.4%
12th Grade	5%

A.11.2 Middle School Positions

Band	3.7%
Orchestra	3.2%
Choir (includes FMS Jazz and 6th grade choir)	7.0%
Student Council	1.9%
National Junior Honor Society	2.6%
Student Newspaper and/or Yearbook Sponsor	2.3%
STAND Advisor	1.9%
Robotics	3.0%
STEAM Club	1.9%
FMS Art Club	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.11.3 Elementary Positions

Music Events

Elementary staff that actively participate in supporting music events with the permission of the building administration may timecard at the rate specified in Article A.10.6., for a maximum number of six (6) total events per year across all elementary, which includes All City and encompasses vocal and instrumental events.

Safety Patrol /Service Squad	1.9%
Green School Sponsor	1.9%
Student Council Sponsor	1.9%
Lego First/Robotics Sponsor	1.9%
Reading/Math Corps	4.0%

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.

Elementary Clubs

On an annual basis, each elementary school principal may allocate up to forty (40) hours for club sponsorships that will be paid at a rate of $26.00 per hour. Sponsors will submit to the principal a written request for the club, rationale, and a meeting schedule. The building principal will determine the number of hours for each club and will allocate those hours from the forty (40) hours available. The principal's designation of the club and selection of the club sponsor is not subject to the grievance process.

A.11.4 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 Human Resources Director and then given to the teacher who will sign and return to the HR office. The signature of the teacher acknowledges acceptance of the extra-curricular/extra-contractual assignment as provided in the assignment notice. Within seven (7) days of delivery of a fully-executed copy to Human Resources, the employee will receive a dated copy of verification of the appointment. When a position becomes vacant, or upon request from either the District or the Association, stipend job descriptions will be reviewed by District and Association.

A.11.5 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

Junior Varsity Football, Basketball, Volleyball Coach	6.5%
Football, Basketball, Volleyball	
Varsity Football, Basketball, Volleyball Coach	9.2%
Varsity Football Assistant Coach	6.5%
Junior Varsity Assistant Coach	6.5%
Freshman Football Basketball, Volleyball Coach	6.5%
Swimming, Wrestling	
Varsity Swim Coach (Boys or Girls)	8.6%

Varsity Swim Assistant Coach (Boys or Girls)	6.5%
Varsity Wrestling Coach	8.6%
Soccer, Baseball, Track, Softball	
Varsity Track Coach (Boys or Girls)	7.4%
Varsity Track Assistant Coach (Boys or Girls)	5.7%
Varsity Soccer, Baseball, Softball Coach	7.4%
Junior Varsity Soccer, Baseball, Softball Coach	5.7%
Freshman Soccer, Baseball, Softball Coach	5.7%
Cross Country Tennis, Golf	
Head Coach	5.7%
Bowling	
Coach	2.75%
E-sports	
Coach	2.75%
Skiing	
Head Coach: Skiing	4.1%

2. Athletic Coordinator

FMS/FHS Athletic Coordinator	8.3%
UHS Athletic Coordinator	6.0%

3. Cheerleader Sponsor

Sideline Cheer – Football	2.6%
Sideline Cheer – Basketball	2.6%
Competitive Cheer	2.6%

4. Intramural Program

Synchronized Swimming	5.9%
Modern Dance	3.0%
Fencing	1.1%

5. Middle School(s) Sports Classification

Baseball, Basketball, Cross Country, Football, Softball Swimming, Track, Volleyball, Wrestling	4.8%

6. Middle School Cheerleader Sponsor(s) 1.6%

A.11.6 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 $35 per hour. .

2. Kindergarten teachers shall be paid for up to two (2) hours per night per actual time worked for Kindergarten Kick-Off and Kindergarten Round-Up.

3. 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 bargaining unit employees 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.

SCHEDULE B - CALENDAR

B.1 Snow Days/Act of God Days

When state law requires the rescheduling of snow days and/or Act of God days, the parties will 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 Low Attendance Days

The Association and the District agree to negotiate additional days and hours if the combined number of low attendance (less than 75% of students) and cancellation days exceeds the maximum allowable by MDE.

B.3 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.4 Professional Organization Meeting Calendar

Administration-led building and District meetings involving bargaining unit employees 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.5 Parent-Teacher Conferences

A. In the elementary grades, four (4) parent-teacher conferences will be held (including a total of three evenings), with three (3) half-day sessions in the fall and one (1) evening session in the spring (by invitation only). For secondary buildings, two evenings will be scheduled in the fall of the school year, with a third evening scheduled in the spring. Each teacher will be given compensatory time for conferences scheduled by the Board outside the normal school day.

B. All conferences will be scheduled by the building staff, including the administrator, within time limits set by the Board.

C. If a teacher is assigned to more than one (1) building and there is a conflict in the conference schedule between the buildings, the teacher and administrators involved shall meet to resolve the conflict.

D. Building administrators and Leadership Teams can collectively modify their building's parent-teacher in-person and virtual conference schedule of 2.5 hour blocks outside of the school day (2 in the fall and 1 in the spring) with approval of the District, provided that the number of hours of conferences offered outside of the instructional day leaves 1.5 hours of comp time open for conferences outside of the standard blocks in that year's calendar.

E. If conferences are allowed to be conducted off-site, it is the responsibility of the teacher to ensure internet speed sufficient for video conferencing.

B.6 Released Time for Curriculum Development

A. High School(s) and Middle School(s)

The administration and the FEA representatives in each building will plan and use not less than three (3) half (1/2) days for curriculum development. Schedules and plans for the use of these days will be approved by the Assistant Superintendent of Curriculum and 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 Curriculum and Instruction 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 Curriculum and Instruction Office.

B.7 Elementary 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 before the report cards being due in the principal's office.

B.8 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 (2) additional days, one (1) in the fall and one (1) in the spring shall be granted, if mutually agreed to, by the Director of Special Education and the special education teacher.

B.9 District Calendar

A. The District calendars for 2026-2027, 2027-2028, and 2028-2029 are attached to this Agreement. The Dsitrict will align the Early Childhood (GSRP and ECSE) calendars with the district's K-12 calendars for the 2027–2028 and 2028–2029 school years while ensuring compliance with all Michigan Department of Education requirements, including instructional days, family engagement activities, and other applicable program requirements.

Ferndale Public Schools District Calendar 2026/2027

Wednesday, August 19	New Teacher Professional Development
Thursday, August 20	New Teacher – AM Professional Development / PM Prep Day Instructional Lead Teacher Day
Friday, August 21	New Teacher Prep Day
Monday, August 24	Teacher Prep Day
Tuesday, August 25-Thursday, August 27	District Provided Professional Development (All staff)
Friday, August 28	Teacher Prep Day
Monday, August 31	First Student Day; K-5: ½ Day Students
Friday, September 4 – Monday, September 7	Labor Day Break / No School
Thursday, October 8	K-12: ½ Day Students / PM Comp Day
Tuesday, October 13- Wednesday 14	FMS Parent Teacher Conferences
Wednesday, October 14- Thursday,October 15	FHS/UHS/TCEC Parent Teacher Conferences
Friday, October 30	K-5: ½ Day Students / PM Records 6-12: Full Day
Monday, November 2	K-5 Parent Teacher Conferences (evening only)
Tuesday, November 3	K-12: No School / Election Day (DPPD for Teachers)
Thursday, November 5	K-5: ½ Day Students / Parent Teacher Conferences (afternoon and evening)
Wednesday, November 25	K-12: No School/ Thanksgiving Break (DPPD for Teachers)
Thursday, November 26 – Friday, November 27	Thanksgiving Break / No School
Wednesday, December 16– Thursday, December 17	K-5: Full Day Students (early release Wed 12/16) 6-12: ½ Day Students / PM Records (mid-term exams)
Friday, December 18	K-5: 1/2 Day Students / PM Records 6-12: ½ Day Students / PM Records (mid-term exams) **End of Sem1 for 6-12**
Monday, December 21- Friday, January 1	Winter Break (Records Day for Teachers 12/21)
Monday, January 4	Return from Break/ First Day of Second Semester for 6-12
Monday, January 18	M. L. King Day / No School
Wednesday, January 27	K-5 1/2 Day Students/ PM Records **End of First Semester for K-5** 6-12 Full Day Students/ Early Release
Thursday, February 4	No School/ Teacher Professional Development (TCEC only)
Friday, February 12	K-12 No School/ Teacher Professional Development (except TCEC)
Monday, February 15 – Friday, February 19	Mid-Winter Break / No School (with TCEC adjustment / W-T)
Wednesday, March 10	FHS/UHS/TCEC Parent Teacher Conferences
Thursday, March 11	FMS Parent Teacher Conferences (including elementary by appt.)
Friday, March 26 – Friday April 2	Spring Break / No School
Thursday, April 29	K-12: ½ Day Students / PM Comp Day
Friday, May 28	K-12: ½ Day Students / PM Comp Day
Monday, May 31	Memorial Day / No School
Friday, June 4	K-5: ½ Day Students/ PM Records Day
Wednesday, June 9 – Thursday, June 10	K-5: Full Day Students 6-12: ½ Day Students / PM Records (final exams)
Friday, June 11	K-5: 1/2 Day Students / PM Records 6-12: ½ Day Students / PM Records (final exams)
Monday, June 14	K-12: No School / Records Day

Early Release will occur every Wednesday throughout the school year (excluding ½ days or non-student days) Parent Teacher Conference dates are tentative, and may change

Ferndale Public Schools District Calendar 2027/2028

Wednesday, August 18	New Teacher Professional Development
Thursday, August 19	New Teacher- AM Professional Development/PM Prep Instructional Lead Teacher Day
Friday, August 20	New Teacher Prep Day
Monday, August 23	Teacher Prep Day
Tuesday, August 24 - Thursday, August 26	District Provided Professional Development (all staff)
Friday, August 27	Teacher Prep Day
Monday, August 30	First Student Day K-5: ½ day students
Friday, September 3 - Monday, September 7	Labor Day Break / No School
Thursday, October 7	K-12: ½ day students / PM comp
Tuesday, October 12 - Wednesday, October 13	FMS Parent/Teacher Conferences
Wednesday, October 13 - Thursday, October 14	FHS/UHS/TCEC Parent Teacher Conferences
Friday, October 29	K-5: ½ day students / PM Records 6-12: Full Day
Monday, November 1	K-5 Parent Teacher Conferences (evening only)
Tuesday, November 2	K-12: No School / Election Day (DPPD for teachers)
Thursday, November 4	K-5: ½ day students / Parent Teacher Conferences (afternoon and evening) 6-12: Full Day
Wednesday, November 24 - Friday, November 26	K-12: No School / Thanksgiving Break
Wednesday, December 15 - Thursday, December 16	K-5: full day (early release Wednesday) 6-12: ½ day students; PM records (mid-term exams)
Friday, December 16	K-5: ½ day students / PM records 6-12: ½ day students / PM records (mid-term exams) **End of 1st Semester for 6 - 12**
Monday, December 20 - Monday, January 3	K-12 Winter Break (Teachers: Monday, 12/20 Records Day; Monday, **January 3 in-person DPPD)**
Tuesday, January 4	Return from break / First day of 2nd Semester for 6-12
Monday, January 17	Martin Luther King, Jr. Day / No School
Wednesday, January 26	K-5: ½ day students / PM records day / K-5 end of 1st semester 6-12: full day students; early release
Thursday, February 10	K-12: No School / Teacher DPPD (TCEC 2/4/28)
Monday, February 21 - Friday, February 25	Mid-Winter Break / No School (TCEC adj W-T)
Tuesday, March 7	FHS/UHS/TCEC Parent Teacher Conferences
Wednesday, March 8	FMS Parent Teacher Conferences K-5: Parent Teacher Conferences (by appointment)
Thursday, March 9	K-12: ½ day students / PM Comp

Monday, March 27 - Friday, March 31	Spring Break
Friday, April 14 - Monday, April 17	Easter Holiday weekend
Friday, May 26 - Monday, May 29	Memorial Day weekend
Friday, June 2	K-5: ½ day students / PM records day 6-12: full day
Friday, June 9	K-12: ½ day / PM Comp
Monday, June 12 - Tuesday, June 13	K-5: full day students 6-12: ½ day students / PM records day / (final exams)
Wednesday, June 14	K-5: ½ day students / PM records day 6-12: ½ day students / PM records day / (final exams)
Thursday, June 15	No School / Records Day

Early Release will occur every Wednesday throughout the school year.

Parent Teacher Conference dates are tentative.

Ferndale Public Schools District Calendar 2028/2029

Wednesday, August 16	New Teacher Professional Development
Thursday, August 17	New Teacher- AM Prof. Dev./PM Prep IL Teacher Day
Friday, August 18	New Teacher Prep Day
Monday, August 21	Teacher Prep Day
Tuesday, August 22 - Thursday, August 24	District Provided Professional Development (all staff)
Friday, August 25	Teacher Prep Day
Monday, August 28	First Student Day; K-5: ½ day students
Friday, September 1 - Monday, September 4	Labor Day Break / No School
Thursday, October 5	K-12: ½ day students / PM comp
Tuesday, October 10 - Wednesday, October 11	FMS Parent/Teacher Conferences
Wednesday, October 11 - Thursday, October 12	FHS/UHS/TCEC Parent Teacher Conferences
Tuesday, October 31	K-5: ½ day students / PM Records; 6-12: Full Day
Monday, November 6	K-5 Parent Teacher Conferences (evening only)
Tuesday, November 7	K-12: No School / Election Day (DPPD for teachers)
Thursday, November 9	K-5: ½ day students / Parent Teacher Conferences (afternoon and evening); 6-12: Full Day
Wednesday, November 22	K-12 No School / Teacher DPPD
Thursday, November 23 - Friday, November 24	K-12: No School / Thanksgiving Break
Wednesday, December 20- Thursday, December 21	K-5: full day (early release Wednesday) 6-12: ½ day students; PM records (mid-term exams)
Friday, December 22	K-5: ½ day students / PM records 6-12: ½ day students / PM records (mid-term exams) **End of 1st Semester for 6 - 12**
Monday, December 25 - Friday, January 5	K-12 Winter Break (Teachers: Jan. 5th Records Day)
Monday, January 8	Return from break / First day of 2nd Semester for 6-12
Monday, January 15	Martin Luther King, Jr. Day / No School
Wednesday, January 31	K-5: ½ day students / PM records day / K-5 end of 1st semester 6-12: full day students; early release
Thursday, February 8	K-12: No School / Teacher DPPD
Monday, February 19 - Friday, February 23	Mid-Winter Break / No School (TCEC adj W-T)
Tuesday, March 13	FHS/UHS/TCEC Parent Teacher Conferences

Wednesday, March 14	FMS Parent Teacher Conferences; K-5:Parent Teacher Conferences (by appt.)
Thursday, March 15	K-12: ½ day students / PM Comp
Monday,March 26-Monday,April 2	Spring Break
Tuesday, April 3	K-12 return to school
Friday, May 25	K-12: ½ day students / PM Comp
Monday, May 28	Memorial Day / No School
Friday, June 1	K-5: ½ day students / PM records day; 6-12: full day
Wednesday, June 6 - Thursday, June 7	K-5: full day students (early release Wednesday) 6-12: ½ day students / PM records day / (final exams)
Friday, June 8	K-5: ½ day students / PM records day 6-12: ½ day students / PM records day / (final exams)
Monday, June 11	No School / Records Day

Early Release will occur every Wednesday throughout the school year. Parent Teacher Conference dates are tentative.

GSRP Calendar

2026-2027 School Year

\ Half day \ District half day
No School
HV Home Visits
PTC Parent/Teacher Conferences

Aug-26

S	M	T	W	T	F	S	DAYS M-TH	DAYS M-F
						1	0	0
2	3	4	5	6	7	8	0	0
9	10	11	12	13	14	15	0	0
16	17	18	19	20	21	22	0	0
23	24	PL	PL	PL	28	29	0	0
30	HV						0	0
TOTAL FOR THE MONTH							0	0

Sep-26

S	M	T	W	T	F	S	DAYS M-TH	DAYS M-F
		HV	x	x	4	5	2	2
6	7	x	x	x	HV	12	3	3
13	x	x	x	x	\	19	4	5
20	x	x	x	x	x	26	4	5
27	x	x	x				3	3
TOTAL FOR THE MONTH							0	0

Oct-26

S	M	T	W	T	F	S	DAYS M-TH	DAYS M-F
				x	\	3	1	2
4	x	x	x	x	x	10	4	5
11	x	x	x	x	\	17	4	5
18	x	x	x	x	x	24	4	5
25	x	x	x	x	\	31	4	5
							0	0
TOTAL FOR THE MONTH							17	22

Nov-26

S	M	T	W	T	F	S	DAYS M-TH	DAYS M-F
1	x	PL	x	x	x	7	3	4
8	x	x	x	x	\	14	4	5
15	x	x	x	x	x	21	4	5
22	PTC	PTC	PL	26	27	28	0	0
29	x						1	1
							0	0
TOTAL FOR THE MONTH							12	15

Dec-26

S	M	T	W	T	F	S	DAYS M-TH	DAYS M-F
		x	x	x	\	5	3	4
6	x	x	x	x	x	12	4	5
13	x	x	x	x	\	19	4	5
20	21	22	23	24	25	26	0	0
27	28	29	30	31			0	0
							0	0
TOTAL FOR THE MONTH							11	14

Jan-27

S	M	T	W	T	F	S	DAYS M-TH	DAYS M-F
					1	2	0	0
3	x	x	x	x	x	9	4	5
10	x	x	x	x	\	16	4	5
17	18	x	x	x	x	23	3	4
24	x	x	x	x	\	30	4	5
31							0	0
TOTAL FOR THE MONTH							15	19

Feb-27

S	M	T	W	T	F	S	DAYS M-TH	DAYS M-F
	x	x	x	x	x	6	4	5
7	x	x	x	x	\	13	4	5
14	15	16	17	18	19	20	0	0
21	x	x	x	x	\	27	4	5
28							0	0
							0	0
TOTAL FOR THE MONTH							12	15

Mar-27

S	M	T	W	T	F	S	DAYS M-TH	DAYS M-F
	x	x	x	x	x	6	4	5
7	x	x	x	PTC	PTC	13	3	3
14	x	x	x	x	\	20	4	5
21	x	x	x	x	26	27	4	4
28	29	30	31				0	0
							0	0
TOTAL FOR THE MONTH							15	17

Apr-27

S	M	T	W	T	F	S	DAYS M-TH	DAYS M-F
				1	2	3	0	0
4	x	x	x	x	x	10	4	5
11	x	x	x	x	\	17	4	5
18	x	x	x	x	x	24	4	5
25	x	x	x	x	\		4	5
							0	0
TOTAL FOR THE MONTH							16	20

May-27

S	M	T	W	T	F	S	DAYS M-TH	DAYS M-F
						1	0	0
2	x	x	x	x	\	8	4	5
9	x	x	x	x	\	15	4	5
16	x	x	x	x	x	22	4	5
23	x	x	x	x	\	29	4	5
30	31						0	0
TOTAL FOR THE MONTH							16	20

Early release every Wednesday at 2:30 PM from 9/3/2024 thru 5/27/2025

Jun-27

S	M	T	W	T	F	S	DAYS M-TH	DAYS M-F
		x	x	x	\	5	3	4
6	x	x	x	FC	11	12	3	3
13	14	15	16	17	18	19	0	0
20	21	22	23	24	25	26	0	0
27	28	29	30				0	0
							0	0
TOTAL FOR THE MONTH							6	7

TOTAL SCHOOL DAYS 2026-2027

4 Day Week	5 Day Week
136 DAYS	167 DAYS

GSRP 4 day requires 120 student days. GSRP 5 day requires 180 student days (includes 8 family contact, 5 PD days), and 1,098 hours. All school day GSRPs must operating for at least the same length of day as the local school district's 1st Grade.

2026/27 FECC - ECSE Program Calendar

August 2026

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2026

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2026

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2026

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2027

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2027

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2027

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2027

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2027

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 2027

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

ECSE – Early Childhood Special Education Program

This calendar reflects the schedule for both the A.M. and the P.M. class sections.

*** Days highlighted in red indicate that there is no school for ECSE students. Teachers and staff are still expected to report for planning and preparation purposes unless the district is officially closed. ***

SCHEDULE C - HEAD START AND GSRP TEACHERS

ARTICLE C.1 - PURPOSE AND APPLICABLE LANGUAGE

C.1.1 Schedule C
Schedule C defines 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 Conflicting Language.
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 subject to the following conditions:

A. Each GSRP teacher will work 185 days, following the language of article 7, item 4 of this agreement.

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 District calendar distributed to Ferndale Schools' families.

C. Head Start and GSRP teachers shall begin their work day no earlier than 8:00 a.m. and end their normal work day no later than 4:00 p.m.

D. GSRP teachers shall be paid $15 each day in which 30 minutes of relief is not provided for nap time.

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 (2) hours per week.

F. 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 pro-rated to provide 1.3 days per month with an annual maximum of thirteen (13) days per year. All other aspects of sick day and personal business day use shall be as provided in Article 11.

C.2.5 Scheduled Pay Dates
Pay dates shall follow the dates listed in Schedule B.

C.2.6 Class Size

The class size of the program will be governed by the Child Care Licensing, Head Start Performance Standards and the GSRP Implementation Manual.

C.2.7 Qualifications

Certified personnel eligible for a lead teacher position in the Head Start and GSRP programs shall have a Bachelors in Early Childhood Development or Education, a Masters in Early Childhood Education or be enrolled in an approved Bachelor's program and be placed on a Compliance Plan. If an individual has a Bachelors in Elementary Education, they would only be considered eligible with an early childhood endorsement on their teaching certificate. These individuals would be placed on a Compliance Plan

C.2.8 Breakfast Program Supervision

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

C.2.9 Compensation for No Aid

Head Start and GSRP teachers without a scheduled aid for more than two (2) consecutive hours will be paid $20 for the first two (2) consecutive hours, and additional $10 for three (3) consecutive hours ($30), with a maximum payment of $30 per day. If adult/child ratio remains compliant with Michigan Child Care Licensing guidelines, there will be no compensation.

C.2.10 Mentors

Article 15 (Mentors) applies to FECC Teachers with the exception that a Teacher Mentor to a FECC mentee have a minimum of five (5) years of related experience in early childhood education. If there is not a mentor candidate that meets the requirement, a mentor can be assigned by building administrator based on knowledge of experience and observation of practice.

ARTICLE C.3 - PAY SCHEDULE FOR HEAD START AND GSRP TEACHERS

C.3.1 FEA Head Start and GSRP Teachers Salary Schedule

At the start of each school year, all teachers will advance one (1) full step. All payments are based on the teacher's FTE status and actual days worked. Consistent with agreements in Article A, 2026/2027 will be increased to reflect a 5% increase from the 2025/2026 baseline if the Oakland County Enhancement Mileage (OCEM) is approved in August 2026. Salary schedules for the 2027/2028 and 2028/2029 school years will be negotiated through an economic reopener.

Ferndale Educational Association
GSRP Hourly Wage Schedule (2026-2027)

Step	2025/2026 Compliance Plan, 4-day (baseline)	2026/2027 Compliance Plan, 4-day	2025/2026 Compliance Plan, 5-day (baseline)	2026/2027 Compliance Plan, 5-day	2025/2026 Compliant BA, 4-day (baseline)	2026/2027 Compliant BA, 4-day	2025/2026 Compliant BA, 5-day (baseline)	2026/2027 Compliant BA, 5-day	2025/2026 Compliant MA, 4-day (baseline)	2026/2027 Compliant MA, 4-day	2025/2026 Compliant MA, 5-day (baseline)	2026/2027 Compliant MA, 5-day
3	$31,774	$32,569	$35,305	$36,187	$42,366	$43,425	$47,073	$48,250	$47,299	$48,481	$52,554	$53,868
4	$33,176	$34,006	$36,863	$37,784	$44,235	$45,341	$49,150	$50,379	$49,452	$50,689	$54,947	$56,321
5	$34,640	$35,506	$38,489	$39,451	$46,187	$47,342	$51,319	$52,602	$51,701	$52,994	$57,446	$58,882
6	$36,168	$37,072	$40,187	$41,191	$48,224	$49,429	$53,582	$54,922	$54,053	$55,404	$60,059	$61,560
7	$37,764	$38,708	$41,960	$43,008	$50,351	$51,610	$55,946	$57,345	$56,512	$57,925	$62,791	$64,361
8	$39,431	$40,417	$43,812	$44,907	$52,574	$53,889	$58,416	$59,876	$59,083	$60,560	$65,648	$67,289
9	$41,170	$42,200	$45,745	$46,888	$54,894	$56,266	$60,993	$62,518	$61,772	$63,316	$68,635	$70,351
10	$42,988	$44,063	$47,765	$48,959	$57,317	$58,750	$63,686	$65,278	$64,580	$66,195	$71,756	$73,550
11	$44,883	$46,006	$49,871	$51,117	$59,845	$61,341	$66,494	$68,156	$67,517	$69,205	$75,019	$76,894
12	$46,865	$48,036	$52,072	$53,374	$62,486	$64,048	$69,429	$71,165	$70,590	$72,354	$78,433	$80,394
13	$48,933	$50,157	$54,371	$55,730	$65,245	$66,876	$72,494	$74,306	$73,800	$75,645	$82,000	$84,050
14	$50,890	$52,163	$56,545	$57,958	$67,854	$69,550	$75,393	$77,278	$76,750	$78,669	$85,278	$87,410

Compliance plan - does not yet have bachelor's or early childhood endorsement
BA - Bachelors in early childhood or early childhood development
MA - Masters in early childhood education

C.3.2 Longevity Pay - GSRP Teachers

Longevity (Levels 1, 2, and 3) will be paid according to the table below.

	Compliance Plan.	Compliant BA	Compliant MA
Longevity Factor	BA amount	BA amount	MA amount
Level 1 Year amount2	$1,094.66	$1,493.27	$1,664.33
Level 2 Year amount2	$1,653.16	$2,200.49	$2,490.91
Level 3 Year amount3	$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 1,243.50 hours. Payable for one (1) year.
3. Assumes a work year of 1,243.50 hours. Amount payable each year for three (3) years.

SCHEDULE D - TCEC TEACHERS AND COUNSELORS

Unless expressly stated otherwise, Articles 1-26, and Articles A.7, A.8, A.9, A.10 and Schedule B (Calendar) of this Agreement apply to all bargaining unit employees. Schedule D is an addendum to Agreement reached by the Board and the Association and is the source of information exclusively applicable to adult and alternative education (TCEC).

ARTICLE D.1 - TCEC CATEGORIES OF EMPLOYMENT

D.1.1 Categories

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

A. Category A: teachers with either "Blended" caseloads of adult and alternative, or alternative only; all counselors regardless of program.

B. Category C: Hourly certified teachers in adult education, including Adult Basic Education (ABE) and Adult ELL, and Adult Education Teachers hired after 6/30/2026 teaching adult education students ("participants") only

ARTICLE D.2 - WORKING CONDITIONS AND CONDITIONS OF EMPLOYMENT

D.2.1 General Working Conditions

A. Lunch Policy--In programs with a scheduled meal break, the break shall be duty-free and unpaid.

B. Substitutes--The TCEC Administration will maintain a list of substitutes for teachers and will provide contact and pay for the substitutes. Substitutes are not required, except by Administration request. If there are 3 or more teachers out of the building, the building administrator will either a.) request a building-wide sub or b.) provide an alternative coverage plan.

ARTICLE D.3 - HOURS, WORK DAY, AND WEEK

D.3.1 TCEC Work Week

The Board recognizes the principle of a standard forty (40) hour work week and will, so far as possible, set work schedules and makes professional assignments, which can reasonably, be completed within the standard work week. The Board will not require teachers regularly to work in excess of such standard work week within or outside of any school building except for extra-curricular activities.

D.3.2 TCEC Work Day

Each work day 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. 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 (6) hours of instruction and one (1) hour preparation. All teachers shall be entitled to no less than a thirty (30) minute duty-free lunch period. TCEC Teachers will teach 6 sections with any combination of in-person classes and supervising labs as long as each teacher (excluding counselors) has a minimum of 2 in-person classes

The TCEC schedule will be from 8:00 am to 3:20 pm Monday through Friday.

Teachers can no longer request to work their Friday afternoon time "virtually." Friday afternoons will consist of labs and instruction just like Monday through Thursday afternoons.

TCEC will follow the early release schedule according to the district calendar. During the two count windows, early release time will be dedicated to two-way communication.

D.3.3 Teacher to Student Ratio

For teachers with a blended caseload of both K-12 alternative students ("pupils") and adult education students ("participants"), the caseload maximum for each teacher shall not exceed 70 (seventy) students. A blended caseload shall not exceed more than 40 (forty) K-12 "pupils." For teachers with a caseload of K-12 "Pupils" only, the maximum caseload shall not exceed fifty (50) students. For teachers with a caseload of Adult Education "Participants" only, the maximum caseload shall be 120 students. Counselors capped at 350 students each, regardless of program assignment.

D.3.4 TCEC Counselor to Student Ratio

TCEC shall have two (2) counselors if the program has more than four hundred fifty (450) students. Participants and students are considered students for this count.

D.3.5 TCEC Class Sizes

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

ARTICLE D.4 - PAY SCHEDULES AND PAY DATA
(All Categories)

D.4.1 TCEC Category A Pay Schedule

Category A TCEC teachers are paid according to the K-12 salary schedule. TCEC category "A" teachers also qualify for the K-12 longevity payments per current contract language (Article 3).

D.4.2 TCEC Categories C Hourly Rate Schedule

At the start of the school year, all teachers will advance one (1) full step. All payments are based on the teacher's FTE status and actual days worked.

Ferndale Education Association
Category C Hourly Wage Schedule 2024-2026

			2024 -2026 Adult Ed. BA			2024 -2026 Adult Ed. MA
Step 0			$20.95			$22.18
Step 1			$22.01			$23.39
Step 2			$23.39			$24.77
Step 3			$24.77			$25.44
Step 4			$25.44			$26.17
Step 5			$26.17			$27.05
Step 6			$26.72			$27.65
Step 7			$27.24			$28.23
Step 8			$27.53			$28.51

D.4.3 Holiday Pay

All Category 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.4.4 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): Six (6) hours paid Professional Support time per week.

D.4.6 Eligibility for Pay Raises (Category 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 to advance to the next full step in pay the following school year, which begins September 1. Unit employees 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.

ARTICLE D.5 - SICK AND PERSONAL DAYS

D.5.1 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 carryover of the accumulated days in the employee's personal sick bank.

D.5.2 Absence Policies

Absences are consistent with those addressed in Article 13 of this Agreement.