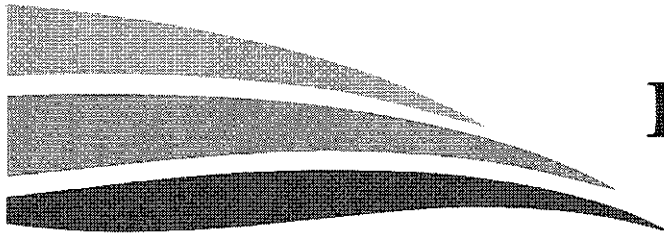


THE BOARD OF EDUCATION
and the
ASSOCIATION OF FERNDALE SCHOOL ADMINISTRATORS
2024-2027



FERNDALE
SCHOOLS

Ferndale Public Schools
2610 Pinecrest
Ferndale, Michigan 48220

1.1.A	RECOGNITION	4
1.1.B	BOARD INDEMNIFICATION	4
1.2	EXCLUSIVE NEGOTIATION	4
1.3	DEFINITIONS	5
1.4	REPRESENTATION	5
1.5	NON DISCRIMINATION	5
1.6	SCOPE OF THE AGREEMENT	5
ARTICLE 2—ASSOCIATION AND EMPLOYEE RIGHTS.....		5
2.1	CLASSIFICATION OR WORK RULE CHANGES	5
2.2	USE OF SCHOOL BUILDINGS	6
2.3	DOCUMENTATION.....	6
2.4	COMPLAINTS AGAINST MEMBERS	6
ARTICLE 3—BOARD'S RIGHTS.....		6
ARTICLE 4—COMPENSATION		6
ARTICLE 5—GRIEVANCE PROCEDURE.....		7
5.1	DEFINITION	7
5.2	PURPOSE.....	7
5.3	PROCEDURE.....	7
ARTICLE 6—TENURE.....		9
6.1	ELIGIBILITY	9
6.2	BOARD INDEMNIFICATION	9
ARTICLE 7—LEAVE POLICIES		9
7.1	JOB-RELATED INJURY	9
7.2	SICK LEAVE.....	9
7.3	PERSONAL LEAVE	10
7.4	JURY DUTY.....	10
7.5	LEAVES OF ABSENCE.....	10
7.6	HEALTH LEAVE	11
7.7	ADOPTIVE LEAVE.....	11
7.8	STUDY OR TRAVEL LEAVE	11
7.9	POLITICAL LEAVE	11
7.10	MILITARY LEAVE	11
ARTICLE 8—SABBATICAL LEAVE.....		11
8.1	DEFINITION	11
8.2	QUALIFICATIONS	12
8.3	APPLICATION.....	12
8.4	SALARY PROVISIONS	12
ARTICLE 9—GENERAL		12
9.1	PREVIOUS CONTRACTS.....	12
9.2	COPIES.....	12
9.3	CONTRACT PROVISIONS	12
9.4	RETIREMENT/RESIGNATION PLAN	12
9.5	PERSONNEL POLICIES	13
9.6	NO STRIKE - NO LOCKOUT.....	13

9.15	PROFESSIONAL DEVELOPMENT	14
9.16	457 PLAN.....	15
ARTICLE 10—INSURANCE		15
ARTICLE 11—MASTER SICK BANK PLAN		16
11.1	MASTER SICK BANK PLAN	16
11.2	ELIGIBILITY - MASTER SICK BANK.....	16
11.3	APPLICATION.....	16
11.4	SICK BANK COMMITTEE.....	16
11.5	ADMINISTRATION	16
11.6	BOARD RETENTION OF SICK DAYS	17
11.7	BOARD INDEMNIFICATION.....	17
11.8	NO INCREASE IN BOARD LIABILITY	17
11.9	TERMINATION OF MASTER SICK BANK	17
ARTICLE 12—ADMINISTRATIVE FURLOUGH		17
ARTICLE 13—COMPLETE NEGOTIATIONS		17
ARTICLE 14—DURATION		18
SCHEDULE A- ARTICLE 1		19
	DAYS TO BE WORKED	19
SCHEDULE A—ARTICLE 2		20
SCHEDULE A - ARTICLE 3		21
A.3.1	GRAD CREDIT.....	21
A.3.2	RESTORATIVE PRACTICE COACH MENTOR.....	22
A.3.3	LONGEVITY	22
	THE AMOUNTS SET FORTH ABOVE SHALL NOT BE CUMULATIVE.....	22
A.3.4	LONGEVITY SUPPLEMENT	22
A.3.5	ADMINISTRATIVE SERVICE INCENTIVE.....	22
A.3.6	REIMBURSEMENT FOR THE PROFESSIONAL ORGANIZATIONS.....	22
A.3.7	ADDITIONAL STIPENDS.....	22
A.3.8	CONTINGENT BONUSES	22
A.3.9	CHILD CARE DISCOUNT	22

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Ferndale School District is their mutual aim; and

WHEREAS, the laws of the State of Michigan authorize public employers and public employees to enter into collective bargaining agreements with respect to wages, hours, and other conditions of employment; and

WHEREAS, the parties, following deliberate negotiations, reached some certain understandings which they desire to incorporate into this Collective Bargaining Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and benefits to be derived, the parties respectively agree:

ARTICLE 1—RECOGNITION

1.1.A Recognition

The Board hereby recognizes the Association in accordance with the applicable provisions of Act No. 379, Public Acts of 1965, as amended, as the sole and exclusive collective bargaining representative for the personnel employed by the Board in administrative and/or supervisory positions as follows. Position titles in the Association of Ferndale School Administrators (AFSA) membership and covered by this Agreement are:

- High School Principal
- High School Assistant Principal
- Athletic Director/High School Assistant Principal
- Middle School Principal
- Middle School Assistant Principal
- Elementary School Principals
- TCEC Director
- Early Childhood Program Supervisor
- Coordinator of Instruction
- TCEC Assistant Director
- Special Education Supervisor

1.1.B Board Indemnification

The Association will indemnify and hold harmless the Board and/or its agents and assume and discharge the full and complete liability of the Board and/or its agents arising out of, or in connection with, the compliance of this section—as well as any and all claims for payment of compensation involving litigation and proceedings brought against the Board and/or its agents, by any teacher or group of teachers deprived of employment through compliance with the provisions of this Section.

1.2 Exclusive Negotiation

The Board agrees not to negotiate on matters covered by the law with any administrative organization other than the Association for the duration of this Agreement. However, nothing contained herein shall be construed to prevent any individual administrator from presenting an individual grievance and having that grievance adjusted without intervention of the Association, provided that the Association has been

- A. "Board" shall mean the Board of Education of the Ferndale School District or its designated agents.
- B. "Association" shall mean the Association of Ferndale School Administrators.
- C. "Administrator" shall mean any member of the bargaining unit.
- D. "Superintendent" shall mean the Superintendent of Schools of the Ferndale School District or his designated agents.
- E. In the construction of the words used in this Collective Bargaining Agreement, the use of the singular shall include the plural and the masculine shall include the feminine.

1.4 Representation

The terms of this Agreement have been made for all administrators in the bargaining unit who are the recipients of the benefits and are represented by the Association which was the choice of a majority of the administrators within the recognized bargaining unit.

1.5 Non Discrimination

The Association agrees to continue to admit all administrators to membership without discrimination on the basis of race, creed, color, age, national origin, sex or marital status and to represent them without regard to their participation in the affairs of other professional education organizations. The Board agrees to continue its policy of non-discrimination against any administrator on the basis of race, creed, color, age, national origin, sex, marital status or membership, participation in, or association with activities of any professional education organizations.

1.6 Scope of the Agreement

It is mutually agreed that this Collective Bargaining Agreement represents the agreement between the parties, and any other matters outside of this Agreement which have not been incorporated by reference herein shall not be deemed to be a part of such Collective Bargaining Agreement.

ARTICLE 2—ASSOCIATION AND EMPLOYEE RIGHTS

2.1 Classification or Work Rule Changes

The Board, prior to changing or adopting any major job classification duties or work rules having direct and significant application to the employment conditions of employees covered by this Agreement, will notify the Association, in writing, one week in advance of the scheduled Board action to allow the Association to make a recommendation to the Board and have it considered. The Board will elicit the opinion and recommendations of the Association.

- A. This provision shall not be operative and shall not be applied on policies or rules relative to Board decisions on collective bargaining, the grievance procedure, or any other situation or matter wherein similar Association action is otherwise provided for in this Agreement.
- B. Also, this provision shall not be applicable when prevailing circumstances cause the Board to make such an adoption due to urgency or emergencies.

discussion stage and which cover the financial resources of the District, budgetary allocations and expenditures, hours, wages, and conditions of employment of those employees covered hereunder that shall be required by the Association in fulfilling the obligations and responsibilities imposed on it by the terms of this Agreement. The Association agrees it shall likewise furnish the Board, upon receiving a written request, copies of all information, facts, and documents it possesses which have passed the discussion stage or that are available to the Association to assist the Board in fulfilling the obligations and responsibilities imposed on it by the terms of this Agreement.

2.4 *Complaints Against Members*

The Board and Association agree that there shall be prompt and expeditious handling, at the local level, of a school-related complaint regarding an employee or other employees and/or personnel he/she supervises. It is agreed that normally such complaints will be promptly referred to any employee affected, except in those instances where the nature and/or circumstances of the complaint indicate other handling procedures are in order. It is agreed that if the complaint is not referred back to the affected employee, he/she, in those instances of school related complaints where it is determined such necessary action can be delayed, shall be given an opportunity to provide the necessary background information, either in person and/or by confidential memoranda, before any action is taken on the matter.

2.5 *Personnel Files*

Any administrator shall have the right to inspect his/her Central Office personnel file. The administrator must have an appointment with the Superintendent or the Director of Personnel in order that one or the other will be available when the administrator inspects the file. Confidential credentials and related personal references normally sought at the time of employment or promotion are specifically exempted from review and will be removed from the file prior to review by the administrator.

ARTICLE 3—BOARD'S RIGHTS

- 3.1.A Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.
- 3.1.B The Board reserves the right to direct the work of its employees; hire, promote, demote, transfer, assign, and retain employees in positions within the school system; suspend or discharge employees; maintain the efficiency of the school operations; determine services to be rendered by the public schools; take action as may be necessary to carry out the goals of the public schools; determine the methods, means and personnel by which operations are to be carried on; be the policy-making and governing body of the public schools.
- 3.1.C The Board reserves the right to determine the number and kind of administrative positions within the school district and, if in the Board's opinion it is necessary to reduce the administrative staff, the Board will retain the best qualified person.

ARTICLE 4—COMPENSATION

The salary and work year for the term of this "Agreement" shall be as set forth in Schedule A, which is attached

ARTICLE 5—GRIEVANCE PROCEDURE

5.1 *Definition*

- A. A "grievance" is a dispute or claim involving only the application or interpretation of this Agreement.
- B. The term "administrator" may include a group of administrators who are similarly affected by a grievance.
- C. The term "days" when used in this section, except as otherwise indicated, means Monday through Friday inclusive. However, except for the summer recess, legal holidays and all other recesses shall not be counted as days under this section.

5.2 *Purpose*

The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, prompt and equitable solutions to the grievances raised. Both parties agree that these proceedings shall be kept confidential as may be appropriate at any level of such procedure.

5.3 *Procedure*

Level One: The administrator with a grievance shall first discuss the matter with his/her supervisor alone or with his/her representative present, with the objective of resolving the matter informally. The supervisor shall make their decision known within three (3) days following said conference.

Any grievance not filed within five days following its occurrence or within five days of the date grievant becomes aware or should have been aware of the administrative action, shall be considered automatically closed.

Level Two: In the event the grievance is not satisfactorily resolved at Level One within three (3) days, the grievance shall be reduced to writing, signed by the aggrieved and filed with the Director of Human Resources, who shall give a written disposition within five (5) days of receipt of the grievance.

Level Three: In the event the grievance is not satisfactorily settled in Level Two, it may be presented to the Superintendent of Schools within five (5) days of receipt of the answer in Level Two. The Superintendent may designate three (3) persons, who may include himself/herself, to represent the Central Administration. The Chairman of the Association Grievance Committee shall designate three (3) persons, who may include himself/herself, to represent the Association. Within five (5) days after receipt of the written grievance by the Superintendent, these two representative groups shall meet outside of school hours to consider the problem and to arrive at a solution of the grievance. Outside counsel or representatives may be invited to be present by either party with no less than two days prior notice to be given. In the event that, in the judgment of the Grievance Committee, a grievance affects a group or class of administrators, the grievance may be submitted in writing to the Superintendent, bypassing levels one and two.

process.

Level Five: If the grievance is not satisfactorily resolved by the Superintendent or in mediation, the Association may, within (10) days, appeal the decision to impartial arbitration by sending a request to the American Arbitration Association requesting their services. The selection of an arbitrator and conducting of the hearings will be in accordance with their procedures. The decision of the impartial arbitrator shall be final and binding on all parties. The expenses and fee, if any, of the impartial arbitrator shall be shared equally by both parties.

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

THE ARBITRATOR

- A. Shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- B. Shall have no power to establish salary schedules or fringe benefits or change any salary schedules or fringe benefits.
- C. Shall have no power to rule on any of the following:
 - 1) Any claim or complaint subject to the procedures specified in the Teachers' Tenure Act (Act IV, Public Acts, Extra Session of 1937 of Michigan, as amended);
 - 2) Any question which under this Agreement is within the authority of the Board to decide. Specifically excluded from arbitration are unadjusted grievances which question the exercise of rights set forth in Article III of this Agreement entitled Board Rights and Security, or which question the use or application of any right over which the Board is given unilateral discretion in this Agreement;
 - 3) Any provisions of any constitutional, statutory, or common law in the resolution of any grievance;
 - 4) Disputes and unresolved grievances concerning the disciplining or discharge of employees who violate Article 10, Section 7 of this Agreement.
- D. Shall have no power to change any practice, policy, or rule of the Board nor to substitute judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His/her powers shall be limited to deciding whether the Board or Association or employee has violated the express written articles or sections of this Agreement, and shall not imply obligations and conditions binding upon the Board or the Association from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board as provided in Article III.
- E. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

- F. There shall be no appeal from an arbitrator's decision, if within the scope of his/her authority, as set forth above. It shall be binding on the Association, its members, the employee or employees involved, and the Board. The Association shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator nor shall the Association or its members by any other means attempt to bring about the settlement of any grievance.
- G. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- H. All grievances must be filed in writing within five (5) days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages more than five (5) days prior to the date a grievance is filed.
 - 1) All claims for back compensation shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of the back pay claim.
 - 2) No decision in any one case shall require a retroactive wage adjustment in any other case.
- I. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed.
- J. The arbitrator's decision shall only apply to the specific grievance on which he/she has rendered an opinion.

ARTICLE 6—TENURE

6.1 Eligibility

It is agreed by the parties that an employee assigned an administrative position falling within the jurisdiction of the Association shall not be deemed to be granted tenure in the administrative position.

6.2 Board Indemnification

The Association will indemnify and hold harmless the Board and/or its agents and assume and discharge the full and complete liability of the Board and/or its agents arising out of, or in connection with, the compliance of this Section as well as any and all claims for payment of compensation involving litigation and proceedings brought against the Board and/or its agents by any teacher or group of teachers deprived of employment through compliance with the provision of this Section.

ARTICLE 7—LEAVE POLICIES

7.1 Job-Related Injury

The District will provide worker's compensation insurance as provided by law. In the event of any on-the-job injury, the administrator must notify the appropriate office as soon as possible after the occurrence. He/she shall be required to execute and submit to the Human Resources Office all forms necessary in connection with such injury.

7.2 Sick Leave

At the beginning of each year, the administrator will be credited twelve (12) sick days, plus any accumulation of unused sick days from prior years within the district, such days to be known as the

A new administrator hired from outside the district, absent from school at the beginning of the school year because of sickness or physical disability may draw upon his accumulation upon assuming his professional responsibility.

When an employee is absent the day before and/or the day after an institute or holiday, without proper authorization, the employee shall not receive salary for the day absent or the holiday, unless absence is due to personal sickness or death in the family. In case of personal sickness, the administrator shall receive pay for these days providing satisfactory proof of illness is provided, for example, a statement by the physician, and provided further that he/she is eligible for any compensation during the pay period in which such institute or holiday occurs.

7.3 *Personal Leave*

Personal leave days to a maximum of three (3) days per school year will be granted to administrators for emergency or exceptional reasons and to attend to urgent and essential personal affairs that cannot be performed outside of the regular school day. All personal leave days in excess of three (3) per year will be deducted from the "Current Allowance" of the administrator. Except for emergency cases, written application for leave must be made in advance. Abuses of the intent of the above personal leave policy will result in the loss of pay for those days and a reprimand placed in the personnel file of the employee.

7.4 *Jury Duty*

An administrator required to serve as a juror in any proper court of jurisdiction will continue to be paid his regular salary during such term of jury service. To qualify for salary payment, the employee must endorse and deliver all checks of payment for jury duty over to the school district.

7.5 *Leaves of Absence.*

At the discretion of the Board of Education, leaves of absence for the following reasons may be granted: health, maternity, adoptive, sabbatical, study or travel, and military service, all except the last being subject to the provisions as delineated. Leaves for other extenuating circumstances may be granted at the discretion of the Superintendent:

- A. By the approval and adoption of this leave policy, the Board of Education hereby rescinds all other leave policy and policies relative to leaves of absence previously adopted.
- B. Eligibility for any kind of leave of absence is dependent upon a satisfactory record of at least two years of continuous employment by Ferndale Public Schools (sabbatical requires seven [7] years). Except for military leave, health leave, or maternity leave, no leave shall conflict with the administrator's contractual obligations with the school district unless approved by the Superintendent.
- C. A second leave, or an extension of any type of leave, may be granted only at the recommendation of the Superintendent.
- D. While on leave, an employee shall maintain all employment rights held before leave was taken and shall return to a salary that he/she would have received for that year had the leave not been taken, if

LEAVES OF ABSENCE--TYPES AND SPECIFIC CONDITIONS

7.6 *Health Leave*

Upon the recommendation of a physician, health leave shall be granted for a period of up to one (1) year. When the employee's health permits return, he/she shall so request the Superintendent in writing and submit a statement from a physician certifying fitness to return to his/her position. The Superintendent shall give an assignment at the beginning of the following year. Employees who are absent for more than three (3) consecutive work days may be required to submit medical documentation for the absences.

7.7 *Adoptive Leave*

If requested by the foster parent within thirty (30) days after the child is assigned, adoptive leave will be granted for a period not to exceed one (1) year.

7.8 *Study or Travel Leave*

Study or travel leave may be granted for a maximum of one (1) year, upon the recommendation of the Superintendent.

7.9 *Political Leave*

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

7.10 *Military Leave*

Any employee covered by the terms of this Agreement who terminates employment in the school district to perform active service in the Armed Forces of the United States is entitled to re-employment rights in accordance with the government provisions for re-employment of returning Armed Forces personnel.

Leaves may be renewed by making a request on or before March 1 of the leave year for renewal of the leave and receiving the recommendation of the Superintendent.

*In the event of reemployment from leaves specified in 7.9, 7.10 or 7.11 above, the following provisions shall apply:

1. Accrual of seniority shall be granted.
2. Increments shall be added as if the employee had been in the school district employ during the time of said leave up to a maximum of 2 years of increments. Full increments shall be added as if the employee had been in the school district employ during the time of active service in the forces

ARTICLE 8—SABBATICAL LEAVE

8.1 *Definition*

Sabbatical leave shall be interpreted as leave from active duty granted to an administrator after seven consecutive years of professional service in Ferndale Public Schools for the purpose of improving administration or instruction in the Ferndale Schools. Military leaves or government leaves shall not be interpreted as interrupted service. Sabbatical leave may be granted for one year.

consecutive years.

- C. The administrator has not been granted Sabbatical Leave of Absence from the Ferndale Board of Education during the seven consecutive years of service immediately preceding current application.
- D. The administrator signs an agreement to return to service with the Ferndale Board of Education immediately upon termination of Sabbatical Leave and continue in such service for a period of two years, or to refund all/or a prorated share of compensation received from the Board while on leave.

8.3 *Application*

Application for Sabbatical Leave of Absence must be filed in the office of the Superintendent not later than March 1, preceding the school year when it is desired that the leave become effective. No more than one (1) administrator may be granted leave in any one year. The approval of the sabbatical leave shall be at the discretion of the Superintendent.

8.4 *Salary Provisions*

The administrator on sabbatical leave shall receive no compensation and no benefits. Any sabbatical leave must be approved in writing by the Superintendent.

ARTICLE 9—GENERAL

9.1 *Previous Contracts*

This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to the expressed provisions of this Agreement. It shall likewise supersede the terms of any individual administrator contracts, which are contrary to or conflict with the express provisions of this Agreement.

9.2 *Copies*

Copies of this Agreement shall be made available electronically to all administrators now employed or hereafter employed by the Board.

9.3 *Contract Provisions*

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

9.4 *Retirement/Resignation Plan*

For the purpose of the Agreement, retirement shall be defined as a separation of employment and verifiable notice with ORS. To be eligible for the plan(s) below, the administrator must notify the Board of their plan to retire at the end of the current school year by March 1st. According to the chart below, each administrator, upon retirement, shall be entitled to payment of unused sick days, up to a maximum of 180 days (maximum amount \$11,600.00), said payment to be made no later than six (6) months from the date of retirement.

		Payment	
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Sick Days	Max. # Sick Days	for each day	Max. Payout
0-100	100	\$60.00	\$6,000.00
101-180	80	\$70.00	\$5,600.00
Maximum Amount Possible			\$11,600.00

AFSA members will be entitled to receive two consecutive equal payments of \$7500.00, upon **retirement**, provided they have a minimum of 7 years of administrative service to the district. AFSA members will be entitled to receive two consecutive payments of \$7500.00, upon **retirement or resignation**, if they have a minimum of 10 years of administrative service to the district. No more than two administrators may retire in any given year in order to ensure continuity of service in the district. In the event more than two administrators wish to retire, eligibility for these payments will go to the two most senior retirees or resignees. The first payment shall be processed by July 31st following the date of retirement and the second payment shall be made within 6 months after.

9.5 *Personnel Policies*

It is agreed that the Board retains the right, among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of administrators and their working conditions, which are not inconsistent with the provision of this Agreement. The Board agrees, however, that prior to the effective date of any such rules or personnel policies established by it related to hours, wages and working conditions of administrators, it shall give the Association notice of any proposed rule or policy. Such notification shall be given to afford the Association the opportunity to consult with the Board as to the same before its effective date. The parties agree that emergency situations may arise where prior notification and consultation are not possible.

9.6 *No Strike - No Lockout*

Under no circumstances will the Association cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, recruitment sanctions, sit-down, stay-in or slowdown, in any school building or property of the Board or any curtailment of duties or restriction or interference with the operation of the school district. An employee violating this provision shall be subject to disciplinary action up to and including discharge.

The School Board will not lock out employees.

9.7 *Professional Relations Committee*

The Board of Education and AFSA will establish a Continuing Collaboration Committee not to exceed four (4) members, two (2) from Central Administration and two (2) from AFSA. The committee will meet within ten (10) business 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 concern to either party, in a collaborative environment of mutual respect, in an effort to arrive at solution or mutually agreeable positions.

The committee shall be co-chaired by a member of AFSA and Central Administration. The co-chairpersons shall have the sole authority to convene meetings, set the agenda and invite additional persons to a meeting.

9.8 *Support of Administrators*

If facing a citizen complaint, the Board agrees to render each administrator reasonable support while he/she is fulfilling assigned duties and responsibilities.

9.9 *Personal Property Reimbursement*

The Board will reimburse administrators for damage or destruction of clothing or personal property of the administrator while on duty in the school up to an amount of \$250.00 per occurrence if such damage or destruction is determined to be the result of willful action of students or adults. The superintendent shall determine the validity of any claim and the amount of reimbursement. The decision of the superintendent shall be final.

9.10 *Conferences & Workshops*

When the subject matter being discussed and the information being imparted at conferences and/or workshops is of value for use within the district, the Board encourages attendance by selected administrators. Efforts will be made to ensure funds being included in the district budget to finance attendance of administrators to conferences and/or workshops in accordance with the financial position of the district. Only administrators, who have applied for and received prior approval of the superintendent, or the designee, shall be allowed to attend conferences and/or workshops.

9.11 *Mileage Compensation*

Administrators may submit a request for reimbursement for all miles driven outside of the Tri-County area at a rate allowed by the IRS.

9.12 *Summer Professional Development*

Administrators who attend professional development activities and/or conferences approved by central administration during the summer will receive compensation based on a rate of \$50.00 per day. If the Superintendent of Schools requests that an administrator work beyond their scheduled work calendar, there will be a mutual calendar adjustment to compensate which may be carried over to another year only if there is no way to accommodate a change in the current work year.

9.13 *Professional Services Consideration*

This stipend is provided by the Board in recognition of administrators' out-of-pocket expenses associated with participation in evening and weekend meetings, community activities, and responsibilities beyond the school year, as well as other non-reimbursed incidental expenses. Each AFSA member shall receive \$3,800 professional services payment to be paid in a lump sum on the first pay in December of each school year. High School principals and Ferndale High School Athletic Director will receive an additional \$500 to the professional services stipend amount above.

9.14 *Tuition Reimbursement*

AFSA employees may seek reimbursement for the actual tuition cost incurred in earning credits to satisfy administrative certification requirements or to renew an administrative certificate. All reimbursements requests must be submitted to the Superintendent for review and approval. The Board's total financial obligation to the bargaining unit under this provision is limited to \$5,000 each fiscal year (July 1 to June 30), and will be paid upon order of submission.

9.15 *Professional Development*

The board recognizes the value of professional development for administrators. Administrators are encouraged to request funding for professional development activities directly to the Superintendent. These requests will be reviewed and approved at the discretion of the Superintendent, based on available funding. If an administrator is denied a request, he or she may request an appeal hearing with an AFSA representative and the Superintendent or his designee.

9.16 *Central Office Leadership Training*

The District will support one administrator each school year for participation in the Michigan Leadership Institute's Superintendent Academy, or a similar program. The level of financial

support shall be capped at \$1,500, although the Superintendent shall have the authority to allocate additional funds as needed and requested. AFSA members who show interest in Leadership Programs shall submit a written request to the Superintendent no later than May 1st of the previous school year.

9.17 457 Plan

The Ferndale Public Schools will establish an eligible IRC 457(b) Plan to which employees of the district defer compensation on a pre-tax basis and invest the deferred compensation for the purposes of providing retirement income.

ARTICLE 10—INSURANCE

Employee benefit options:

Plan Option A: Employees electing medical coverage

Medical

- PPO \$500/\$1,000 with 0% coinsurance
- PPO \$500/\$1,000 with 10% coinsurance
- PPO \$1,000/\$2,000 with 0% coinsurance
- PPO \$1,350/\$2,700 with 0% coinsurance
- PPO \$2,000/\$4,000 with 20% coinsurance

Dental

- 100/90/90/90 \$2,000 max class I, II, III
- Class IV: \$1,500 lifetime max (orthodontics up to age 19)

Vision

- Annual exams: 100% in network
- Frames: \$65 allowance
- Contact Lenses: \$115 allowance

Life

- 2x Salary: max value @ \$225,000
- AD&D the same value

Long Term Disability

- 60% of Base Salary
- \$6,500 maximum
- 90 calendar days – modified fill
- Alcohol/drug and mental/nervous – same as any other illness
- COLA

Plan Option B: Employees declining medical coverage

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 prorated based on the school year (ten (10) months – September through June). The following table reflects the payment due each year.

<u>Non-Medical Plan Employees</u>	<u>Annual Amount</u>
1-7	\$4,000
8+	\$6,000

The Board shall provide for payroll deduction for employees who select optional coverage at their own expense.

The Board will pay the health care hard cap maximum as provided by State law. AFSA member's contribution obligations will be calculated pursuant to said law.

Union representatives may request annually that the District secure a quote for insurance in order to evaluate cost effectiveness and plan designs. Insurance changes will be provided as allowed by carrier.

ARTICLE 11—MASTER SICK BANK PLAN

11.1 Master Sick Bank Plan

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

11.2 Eligibility - Master Sick Bank

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

11.3 Application

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

11.4 Sick Bank Committee

The Sick Bank Committee shall be composed of three (3) administrators to be selected in any manner determined by the Association who shall hold membership on the committee for such terms as the association may determine. Any application approval by the committee shall be by a majority vote of the entire committee.

11.5 Administration

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

- A. No administrator shall be allowed more than forty-five (45) days from the Sick Bank.
- B. The form authorizing an award of sick days from the Master Sick Bank to an administrator which is sent to the Board for payment must be accompanied by supporting doctor statements used by the committee in making their decision (for Board review) and signed by two (2) members of the Sick Bank Committee and the President of A.F.S.A.
- C. The administration records of the Master Sick Bank shall be audited at the end of each school year by a committee composed of three (3) members, with one (1) member each to be appointed by the Board, by the Association and by the Sick Bank Committee and the Business Manager.

D. This plan and its application to the current allowance of teacher sick days shall be retroactive to September 1989.

11.6 *Board Retention of Sick Days*

All sick leave days accumulated by any administrator in their current allowance or those days transferred to the Master Sick Bank from his current allowance shall be subject only to the contingent liability of actual sick claim use by the administrator or the Master Sick Bank. All sick leave days, which are not used by the administrator or the Master Sick Bank during the period of employment, shall not be subject to any other type or kind of claim in any form whatsoever by the administrator or the Association when employment has terminated with the exceptions of the provisions of Section 10.4 of this agreement.

11.7 *Board Indemnification*

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

11.8 *No Increase in Board Liability*

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

11.9 *Termination of Master Sick Bank*

The Master Sick Bank shall terminate and become null and void on the same date the Agreement between the Board and the Association terminates.

ARTICLE 12—ADMINISTRATIVE FURLOUGH

The Board of Education may furlough administrator(s) during a work stoppage in another bargaining unit that will or has the potential to increase the length of the school year beyond the normal number of "Days to be Worked" by administrative personnel.

Administrator(s) will not be forced to put in more days to be worked than the above scheduled numbers; however, furloughed time will not be included in the above computation of days to be worked. Normally scheduled pay period will not be interrupted during a furlough.

During a furlough, if an administrator is asked to work, compensation will be granted commensurate to his/her work time at per diem rate times the number of days worked on the furlough.

ARTICLE 13—COMPLETE NEGOTIATIONS

The parties agree that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, neither the Board nor the Association, for the life of this Agreement, unless mutually agreed, shall be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not referred to or covered in this Agreement.

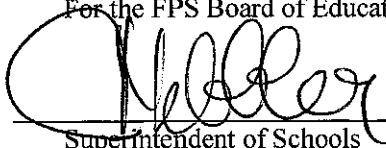
ARTICLE 14—DURATION

This agreement shall become effective July 1, 2024, pending ratification by the Association and the Board, and remain in full force and effect until June 30, 2026.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this.



For the FPS Board of Education



Superintendent of Schools



Negotiations Chairperson

For the Association of Ferndale School Administrators



Negotiations Co-Chairperson

Date



Date

SCHEDULE A- ARTICLE 1

DAYS TO BE WORKED

High School Principal	225
High School Assistant Principal	220
Athletic Director/High School Assistant Principal	220
Ferndale Middle School Principal	215
Ferndale Middle School Assistant Principal	210
Elementary Principals	210
Directors / Co-Leaders / Supervisors / Coordinators	
TCEC Director	215
Athletic Director	210
TCEC Assistant Director	205
Early Childhood Program Supervisor	195
Coordinator of Instruction	210

Administrators may request permission to work off-site on non-student days only for up to five (5) days. Approval must be given ahead of time by the Superintendent via the online absence management system. The Superintendent has the ability to deny such requests in the interest of appropriate building coverage.

SCHEDULE A—ARTICLE 2

All administrators will advance one (1) full step each contract year (2024-2025, 2025-2026, 2026-2027) as applicable and without conditions. All payments are based on the administrator's FTE status and actual days worked.

HIGH SCHOOL PRINCIPAL			
	2024/2025	2025/2026	2026/2027
Step 1	\$118,128	\$121,082	Wage Reopener
Step 2	\$119,413	\$122,399	
Step 3	\$120,713	\$123,731	
Step 4	\$122,026	\$125,077	
Step 5	\$123,352	\$126,436	
Step 6	\$124,695	\$127,812	
Step 7	\$126,054	\$129,205	
Step 8	\$127,424	\$130,609	
Step 9	\$128,810	\$132,030	
Step 10	\$130,212	\$133,468	
Step 11	\$133,467	\$136,804	
Step 12	\$135,136	\$138,514	

HIGH SCHOOL ASSISTANT PRINCIPAL			
	2024/2025	2025/2026	2026/2027
Step 1	\$105,222	\$107,853	Wage Reopener
Step 2	\$106,275	\$108,932	
Step 3	\$107,338	\$110,021	
Step 4	\$108,413	\$111,123	
Step 5	\$109,496	\$112,234	
Step 6	\$110,591	\$113,356	
Step 7	\$111,697	\$114,490	
Step 8	\$112,813	\$115,633	
Step 9	\$113,941	\$116,789	
Step 10	\$115,081	\$117,958	
Step 11	\$117,956	\$120,904	
Step 12	\$119,430	\$122,416	

MIDDLE SCHOOL PRINCIPAL			
	2024/2025	2025/2026	2026/2027
Step 1	\$106,126	\$108,780	Wage Reopener
Step 2	\$107,023	\$109,699	
Step 3	\$107,928	\$110,626	
Step 4	\$108,841	\$111,562	
Step 5	\$109,760	\$112,504	
Step 6	\$110,687	\$113,454	
Step 7	\$111,622	\$114,413	
Step 8	\$112,565	\$115,379	
Step 9	\$113,517	\$116,355	
Step 10	\$114,477	\$117,339	
Step 11	\$117,338	\$120,272	
Step 12	\$118,804	\$121,775	

MIDDLE SCHOOL ASSISTANT PRINCIPAL FECC DIRECTOR TCEC DIRECTOR			
	2024/2025	2025/2026	2026/2027
Step 1	\$100,917	\$103,440	Wage Reopener
Step 2	\$101,739	\$104,283	
Step 3	\$102,570	\$105,134	
Step 4	\$103,408	\$105,993	
Step 5	\$104,251	\$106,857	
Step 6	\$105,102	\$107,729	
Step 7	\$105,960	\$108,609	
Step 8	\$106,824	\$109,494	
Step 9	\$107,696	\$110,389	
Step 10	\$108,574	\$111,288	
Step 11	\$111,289	\$114,071	
Step 12	\$112,680	\$115,497	

ELEMENTARY PRINCIPAL			
	2024/2025	2025/2026	2026/2027
Step 1	\$104,650	\$107,266	Wage Reopener
Step 2	\$105,553	\$108,192	
Step 3	\$106,466	\$109,127	
Step 4	\$107,385	\$110,069	
Step 5	\$108,312	\$111,020	
Step 6	\$109,248	\$111,979	
Step 7	\$110,192	\$112,947	
Step 8	\$111,145	\$113,923	
Step 9	\$112,104	\$114,907	
Step 10	\$113,073	\$115,900	
Step 11	\$115,900	\$118,797	
Step 12	\$117,349	\$120,283	

TCEC ASSISTANT DIRECTOR			
	2024/2025	2025/2026	2026/2027
Step 1	\$78,889	\$80,862	Wage Reopener
Step 2	\$79,679	\$81,670	
Step 3	\$80,475	\$82,487	
Step 4	\$81,280	\$83,312	
Step 5	\$82,093	\$84,145	
Step 6	\$82,914	\$84,987	
Step 7	\$83,742	\$85,836	
Step 8	\$84,581	\$86,695	
Step 9	\$85,426	\$87,562	
Step 10	\$86,280	\$88,437	
Step 11	\$88,438	\$90,649	
Step 12	\$89,542	\$91,781	

COORDINATOR OF INSTRUCTION SPECIAL EDUCATION SUPERVISOR			
	2024/2025	2025/2026	2026/2027
Step 1	\$96,498	\$98,911	Wage Reopener
Step 2	\$97,463	\$99,900	
Step 3	\$98,438	\$100,898	
Step 4	\$99,423	\$101,908	
Step 5	\$100,418	\$102,928	
Step 6	\$101,421	\$103,957	
Step 7	\$102,435	\$104,996	
Step 8	\$103,460	\$106,046	
Step 9	\$104,493	\$107,105	
Step 10	\$105,538	\$108,177	
Step 11	\$108,178	\$110,883	
Step 12	\$109,530	\$112,268	

DIRECTOR OF ATHLETICS, CLIMATE, AND CULTURE			
	2024/2025	2025/2026	2026/2027
Step 1	\$101,512	\$104,050	Wage Reopener
Step 2	\$102,529	\$105,092	
Step 3	\$103,553	\$106,142	
Step 4	\$104,588	\$107,202	
Step 5	\$105,635	\$108,276	
Step 6	\$106,692	\$109,359	
Step 7	\$107,759	\$110,453	
Step 8	\$108,837	\$111,558	
Step 9	\$109,926	\$112,674	
Step 10	\$111,023	\$113,799	
Step 11	\$113,799	\$116,644	
Step 12	\$115,221	\$118,102	

SCHEDULE A - ARTICLE 3

A.3.1 Grad Credit

For the duration of this Agreement the Board will compensate administrators for hours of college credit successfully completed beyond the Master's Degree in accordance with the following schedule:

Post Master's Credit Hours	Amount
5	\$135.00
10	\$270.00
15	\$405.00
20	\$540.00
25	\$675.00
30	\$810.00

Earned Educational Specialist	\$1,500.00
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Post Specialist Credit Hours	
5	\$1,610.00
10	\$1,710.00
15	\$1,810.00
20	\$1,910.00
Ed.D, Ph.D, OR J.D.	\$2,010.00

A.3.2 Restorative Practice Coach Mentor

The Board will pay an annual stipend equal to one and a half percent (1.5%) of the employee's base salary. Such payment shall be made annually at the request of the employee, less applicable withholding.

A.3.3 Longevity

The Board of Education agrees to pay the amounts listed below for continuous years of certificated, professional service in the district, as follows:

Sixteen (16) through twenty (20) years	\$1,519.00
Twenty-one (21) through twenty-five (25) years	2,888.00
Twenty-six (26) years or more	4,257.00

The amounts set forth above shall not be cumulative.

The longevity benefits described above shall apply only to those AFSA members who received longevity during the 1994-95 school year and those employees who, as of June 30, 1995, have completed eight (8) years of employment with the District and will therefore qualify for longevity benefits in the future.

A.3.4 Longevity Supplement

A longevity supplement for service to the district will be paid in the amount equal to two (2%) percent of employee's base salary. Such payment shall be made annually at the request of the employee, less applicable withholding.

A.3.5 Administrative Service Incentive

An AFSA member, upon completion of eight (8) years of district service as an administrator in a bargaining unit recognized position, shall qualify for the Administrative Service Incentive. The Incentive shall be an additional \$5,257 in Compensation for up to three years for a maximum payment of \$15,771. This payment will be made in the school year following eligibility and the two (2) subsequent years. The employee must be actively employed to receive any of these payments.

A.3.6 Reimbursement for the Professional Organizations

The Board shall reimburse administrators up to a maximum of \$450.00 toward the cost incurred by the administrator in joining state and/or professional organizations directly associated with the individual administrator's position or for subscriptions to periodicals associated with the administrator's position.

Requests for payment of professional membership beyond the \$450 allotment will be reviewed and approved as the budget allows. If a request from an administrator is denied, he/she may request an appeal meeting involving a representative from AFSA and the Superintendent or his designee.

A.3.7 Additional Stipends

Athletic Director shall have the authority to appoint two *Athletic Event Supervisors* at \$500 each.

A.3.8 Child Care Discount

AFSA members will be eligible for a twenty percent (20%) discount off district tuition-based preschool programs ("Little Eagles") for their children or grandchildren.