

66-67
Ratified
✓

A G R E E M E N T

between the

BOARD OF EDUCATION of the FARMINGTON PUBLIC SCHOOLS

and the

FARMINGTON EDUCATION ASSOCIATION

FOR THE PERIOD
FROM

SEPTEMBER 1, 1966 TO SEPTEMBER 1, 1967

M.E.A.

1216 KENDALE

E. LANS., MI.

48824

Farmington
BoE of
Disc.

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

PREAMBLE

PURPOSE

The parties hereto recognize that they have a common responsibility beyond their collective bargaining relationship and that the District is a unit of government, subject to the laws of the State of Michigan as set forth in the "General School Laws of Michigan", and that the District has obligations to the citizens and tax payers, as well as to the State of Michigan, to operate efficiently, economically and prudently, and to maintain adequate and uninterrupted service to the public and children therein. The employer retains all rights and powers to manage the affairs of the District and to direct the employees, except as otherwise expressly provided in this agreement.

Further: since the efficiency of the instructional program in any school system is directly proportional to the effectiveness of the classroom teacher in his relationships with his students, and since such an effective relationship is contingent upon high morale and sound human relations, it is the purpose of the District to employ professionally competent, morally acceptable and dedicated teacher personnel.

PHILOSOPHY OF THE FARMINGTON PUBLIC SCHOOLS

The Farmington Public Schools will strive to provide for the fullest development of each student through the mastery of skills, the acquisition of knowledge, the growth of reasoning, and the fostering of acceptable attitudes and appreciation in all areas of the curriculum. The curriculum shall be designed to emphasize intellectual development without neglecting the development of manual skills and mental and physical health. The fostering of social development shall be considered a secondary goal.

Within budgetary limitations each pupil shall be privileged to work to the limit of his capacity by providing separate ability groupings within grades. Without exerting undue pressure the teacher shall encourage each pupil to work according to his ability.

Study assignments, methods of teaching, rates of learning and evaluation of each student's work shall be the joint responsibility of the teaching and administrative staff. Examinations, grading and reports are essential so that each student may know his own strengths and weaknesses. Guidance and counseling shall be provided by all members of the teaching staff at all levels - elementary and secondary.

A further responsibility of the teacher is to present the subject in an interesting and stimulating manner so as to motivate each student toward his best performance.

It is important that students learn to do their tasks thoroughly, to work in a group as well as independently, to be courteous and considerate of others, to be sincere in their attitudes toward work and to understand the importance of assuming responsibility as well as accepting privileges. The school will strive to supplement the home, church and community in developing ideals, loyalties and character necessary for effective citizenship in a democratic society.

It is the purpose of this agreement to resolve by collective bargaining, in good faith, differences concerning wages, hours and working conditions, and appropriate means of resolving them, without interruption of the school program.

THIS AGREEMENT made and entered into this _____ day of _____ 1966, by and between the Farmington Public School Board, Oakland County, Michigan, party of the first part, hereinafter referred to as the "Board", and the Farmington Education Association, hereinafter referred to as the "Association", party of the second part.

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Farmington Education Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all certified teaching personnel, including physical therapists and occupational therapists, but excluding the Superintendent, Assistant Superintendent of Instruction, Assistant Superintendent of Business, Administrative Assistant, Director of Elementary Education, Director of Special Education, Director of Physical Education and Athletics, Director of Summer School and Adult Education, Secondary Principals and Assistant Principals, Elementary Principals, Director of Vocational Education, and Director of Secondary Education.

- B. The Board agrees not to negotiate with any teachers' organization other than the Farmington Education Association for the duration of this agreement.

- C. Upon authorization by the teacher, dues of the various categories as established by the Association, (including the National Education Association and the Michigan Education Association), shall be deducted as dues from the regular salary of the teacher and remitted not less than monthly to the Association.

- D. Membership in the Association is not required for employment.

ARTICLE II. - TEACHER RIGHTS and RESPONSIBILITIES

- A. The Board and the Farmington Education Association agree to abide by Act 379 of the Public Acts of 1965 and to all other applicable laws and statutes pertaining to teacher rights and responsibilities.
- B. The rights and responsibilities created hereunder are obligations and responsibilities of all those in the unit recognized in Article I, Sec. A.
- C. The Association and its members shall have the right of using school building facilities for meetings at all reasonable hours in accordance with existing Board policies. A building permit shall be secured from the building principal in each instance.
- D. No teacher shall be prevented from wearing official insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards in the school office and teachers' conference and work rooms and the school mailing system and other communication media presently used, shall be made available to the Association and its members, provided that all materials posted or placed in the school mail system relate to the official business of the Association and such communication shall bear the signature of the chairman of the committee of the local Association. Advanced notice shall be given to the building principal. It is understood that the use of communication media shall not interfere with regular school business.
- E. It is the responsibility of the Association and individual teachers to honor Board Policies and administrative regulations. It is neither the function nor the right of the Association or individual teachers to assume administrative responsibilities.
- F. It is the responsibility of the Association and each individual teacher, as well as the Board of Education, to provide the highest quality educational program possible for every boy and girl in the school district. This requires:
 - 1. Careful daily preparation and
 - 2. Participation in building and district-wide curriculum study.

Participation in public oriented activities of the school such as Open Houses and PTA meetings is desirable and encouraged by the Association. Teachers may be called upon from time to time to assist at public performances of children such as plays and concerts on an equitable basis according to the present policy.

Article II (continued) - Teacher Rights and Responsibilities

- G. When a teacher is unable to be in school on any given day he should contact his building principal as early as possible in order that he may arrange for a substitute.

The teacher shall call his building principal before 2:30 P.M. on the day before he will return to his post. Without such a call it will be assumed that the teacher does not plan to return and the substitute will be retained for the following day. If the teacher does not make a call and both the teacher and the substitute report for work the following day, the substitute's salary may be deducted from the teacher's salary if there is no other assignment available for the substitute.

- H. In order to provide continuing health protection for students and other school personnel it shall be the policy of the Farmington Public School District that:

1. Upon initial employment each employee shall provide by certification of his private physician evidence of:
 - a. Such state of health that he is able to attend to his assigned duties without undue absence during the ensuing year.
 - b. Freedom from active tuberculosis and other communicable diseases.
2. At least every year thereafter the employee will show evidence of his continued freedom from active tuberculosis by either a tuberculin skin test or a chest X-ray. Evidence shall be turned in under joint arrangement between Association and Board.

- I. In any situation (such as severe weather, heating plant failure, etc.) when in the opinion of the Superintendent of Schools, it is necessary to discontinue regular classes for pupils in any one school or in the entire district, information will be provided through designated radio stations as early as possible. It is expected that teachers will report for work at the regular time or as soon thereafter as road conditions permit unless they are notified otherwise. Salary may be deducted for teachers who do not report for duty unless they have received approval from their Principal, Director, or the Superintendent of Schools not to report for duty on that particular day.

ARTICLE III - BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States including the foregoing, but without limiting the generality of: the determination and administration of educational policy; the operation of the school; the management and control of school properties, facilities, grades and courses of instruction, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection direction, transfer, promotion, discipline or dismissal of all personnel.
- B. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this agreement.
- C. The parties recognize the right of the Board unilaterally to adopt school policies. However, to insure the continued growth in excellence to the Farmington Schools, the Board will continue to accept its responsibility to give teachers the opportunity to express their professional opinion. To implement this a Professional Study Committee consisting of teachers and administrators working with the Superintendent or his designee shall be established to study such matters as:
1. Creating special job descriptions.
 2. Evaluating special curriculum programs.
 3. Textbook adoptions.
 4. General curriculum development which would effect the continuing excellence of Farmington Schools.

Written reports of the research, findings, and recommendations of this Committee shall be presented for the consideration of the Board through the Superintendent.

- D. The Board will also continue to accept its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and school.

ARTICLE IV. COMPENSATION

A. 1966-67 SALARY SCHEDULE

<u>STEP</u>	<u>A.B. DEGREE</u>	<u>M.A. DEGREE</u>	<u>ED. SPECIALIST DEGREE</u>
0	5600.00	6000.00	6400.00
1	5880.00	6300.00	6720.00
2	6146.70	6586.13	7025.55
3	6425.51	6885.26	7345.02
4	6716.96	7197.98	7679.02
5	7067.79	7554.89	8042.00
6	7421.05	7914.53	8408.00
7	7776.82	8277.01	8777.19
8	8135.29	8642.51	9149.73
9	8496.56	9011.17	9525.75
10	8800.83	9328.91	9845.55
11	9108.15	9638.64	10169.15
12		9897.84	10436.89

-----	-----	-----	-----
15		10097.84	
	<i>ave 319</i>		<i>ave 336</i>
	<i>1.63</i>	<i>ave 325</i>	<i>1.63</i>
		<i>1.65</i>	

B. EMPLOYEE'S INSURANCE

The Board of Education will pay 50% of all full time employee's medical and hospitalization insurance with a maximum of \$15.00 per month per employee, effective November 1, 1964. The Carriers are to be Blue-Cross Blue Shield and Michigan Education Association Insurance.

Part time employees will receive a pro-rata share. A full time employee shall be interpreted to be those who work forty (40) or more weeks during the school year and who work at least six (6) hours per day, five (5) days per week. Part time employees must work a minimum of fifteen (15) hours per week to qualify for the insurance program. Subsidization on a 25% not to exceed \$7.50 per month basis will be allowed for employees who work fifteen (15) hours per week but less than thirty (30) hours per week. Full time employees shall be subsidized for twelve months per year. Employees who terminate their employment with the School District shall end their insurance benefits at the close of the month following such termination except contract employees who complete the term of their contract may have insurance benefits through August 31 following the termination of the contract.

C. WORKMEN'S COMPENSATION

Any employee who is absent because of an injury or disease compensable under the Michigan's Workmen's Compensation Act shall receive from the Board of Education the difference between the allowance under the Act and his/her regular salary for a period of time that funds from his/her accumulated sick leave bank will provide.

In addition, the Board of Education will pay either the regular salary or the difference between the regular salary and the allowance under the Act for all working days prior to the eighth day after injury or disease without loss of credit from the sick leave bank.

When the employee returns, his/her sick leave bank will be returned to the balance on record before the time of injury or disease.

ARTICLE IV (continued)

D. SPECIAL ASSIGNMENTS

The additional salary paid for special assignments will be determined by applying the percentage factor as shown in the table below to whatever bachelors degree salary schedule is approved for the year involved by the Board of Education in terms of previously approved experience in the assigned activity. A maximum of five years experience credit outside of the Farmington Public Schools may be allowed upon the recommendation of the Superintendent.

PERCENTAGE TABLE

Interscholastic Athletics

Senior High School

Football	Head	10.0%
	Assistant	6.5%
	Reserve	6.0%
Basketball	Head	10.0%
	Reserve	6.5%
Wrestling	Head	9.0%
	Assistant	6.0%
Baseball	Head	7.0%
	Reserve	5.0%
Track	Head	7.5%
	Assistant	5.5%
Cross Country		5.0%
Gymnastics		9.0%
Tennis		6.0%
Golf		4.0%

Junior High School

Football	Head	5.5%
	Assistant	4.5%
Basketball	Head	5.5%
	Assistant	4.5%
Track	Head	4.0%
	Assistant	3.5%

Other Extra Duties Senior High School

Girls Athletic Association		6.0%
Cheerleading		4.0%
Intra-Mural		2.0%
Band		8.0%
Vocal		8.0%
Debate		4.0%
Dramatics		3.5%
Forensics		2.0%
School Paper		4.0%
Annual (if work is done outside of school hours)		4.0%

ARTICLE IV (continued)

Other Extra Duties Junior High School

Girls Athletic Association	6.0%
Intra-Mural	2.0%

Elementary

Teacher Librarians	5.0%
--------------------	------

<u>Special Education</u>	4.5%
--------------------------	------

<u>Consultants</u>	4.5%
--------------------	------

E. MISCELLANEOUS PROVISIONS

1. The salary schedule is based on a teaching load as established in this agreement and on the school calendar as provided in Article XIV.
2. If a teacher's position requires him to work on a full time basis prior to or after the regular school calendar, he will be paid at the rate determined by his weekly salary.
3. The teacher's weekly salary shall be determined by dividing his annual salary by 40.
4. The teacher's daily salary shall be determined by dividing his weekly salary by five.
5. The hourly salary for summer school, adult education and driver education teachers will be \$4.75 per hour, effective September 1, 1966.

ARTICLE V - WORKING CONDITIONS

A. Teaching Day

The normal teacher's class day shall be 7 1/2 hours. Starting and closing time will be determined by the Board of Education.

B. Teaching Loads and Assignments

It is recognized by the District and the local Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class sizes at an acceptable number as dictated by the financial condition of the District, the building facilities available and the best interest of the District as deemed administratively feasible.

Assignments shall be made at the discretion of the Administration and within the areas of teacher competence, teaching certificate or their major or minor fields of study, except temporarily and for good cause.

C. Noon Hour

1. Elementary

It shall be the policy of the Board to provide at least two noon-aides in each elementary school in order that by proper scheduling of their use by the building principal, elementary teachers can be provided with as much released time as possible during the noon-hour.

2. Secondary

Each secondary teacher shall be provided with a twenty-five (25) minute duty-free lunch period each day.

D. Each secondary teacher shall be provided with one conference period equivalent to a regular class period each day.

ARTICLE V - (continued) WORKING CONDITIONS

E. Teaching Conditions

1. Facilities shall be furnished for:
 - a. Storage of personal belongings and instructional materials and supplies including closet space and file space.
 - b. A teacher work room containing equipment and supplies to aid in preparation of instructional materials including:
 - 1) typewriters - at least 1 in each elementary school
- at least 2 in each secondary school
 - 2) duplicating machine with related supplies for the teacher use in preparing classroom materials.
 - c. An appropriately furnished and properly ventilated room to be used exclusively as faculty lounge, in which smoking will be permitted. This room shall be in addition to the teacher work room.
 - d. Teacher rest rooms - men and women separate and not opening directly on to teachers lounge or work room.
 - e. Telephone facilities in the school office shall continue to be made available to teachers for reasonable business use.
2. The Board agrees at all times to keep the schools and classrooms reasonably and properly equipped and maintained.
3. The Board recognizes that appropriate texts, library facilities, maps and globes, laboratory equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession and agree to supply these in reasonable quantities.
4. The Board will continue to endeavor to provide adequately maintained parking facilities for teachers.

ARTICLE V - (continued) WORKING CONDITIONS

F. Vacancies and Promotions

1. Whenever any administrative vacancies shall occur in the District, the Board shall publicize the vacancy by giving notice to the President of the Association and providing for appropriate posting in every school building at the same time the vacancy is publicized elsewhere.
2. Such notice and posting shall list the qualifications, as written in adopted personnel policies, date of tests or interviews.
3. Any qualified teacher may apply for such vacancy.
4. Unsuccessful candidates may request a constructive and comprehensive evaluation of their potential.

G. Transfers

1. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with the optimum teacher performance, the parties agree that unrequested transfer of teachers are to be minimized and avoided whenever possible.
2. If transfers are found to be necessary, the teacher will be notified and consulted by their principals as soon as practicable.
3. If a teacher desires a transfer for a good reason and requests such transfer in writing along with the reasons for the transfer, the administration will make a reasonable effort to effect such transfer.

ARTICLE VI. - LEAVE POLICY

- A. The following shall constitute the policy governing leaves of absence granted to teaching personnel. It shall be the policy of the School District to grant leaves of absence for the following reasons:

HEALTH - MATERNITY - ELECTIVE PUBLIC OFFICE.

All leaves of absence shall be subject to the following provisions:

1. Eligibility for any leave of absence requires a minimum of two years continuous employment by the School District immediately prior to such leave of absence.
2. No extension of a leave of absence, or a second leave of absence, shall be granted except upon the recommendation of the Superintendent of Schools.
3. While an employee is granted a leave of absence, he shall retain the following employment rights held by him before such leave was granted:
 - (a) The same position on the salary schedule
 - (b) Unused sick leave held at the start of the leave of absence.
4. An employee on a leave of absence must give written notice to the Superintendent of Schools by March 1st of the year the leave expires of his intention to return or resign, and that failure to furnish such notice shall constitute a notice of resignation.
5. The notice of intention to return to duty after a health leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill his duties.
6. Re-employment shall depend upon an opening on the staff for which the employee is qualified.
7. Leaves of absence for specific reasons shall also be governed by the following provisions:

ARTICLE VI - (continued) LEAVE POLICY

- (a) Health leaves, when recommended by a physician, shall be granted up to a maximum of one year, plus any unfinished year at the time the leave of absence is granted. At the end of such leave, the employee must either return or resign unless a special extension is recommended by the Superintendent. When the employee's health permits his return, and when he has fulfilled the requirements stated above, the Superintendent shall give him an assignment at the beginning of the following year. Necessary reduction of the school staff may relieve the Superintendent of this obligation. The returning employee's seniority status may entitle him to an assignment sooner, should one occur.
- (b) A maternity leave shall be granted for a period of two years, plus any unfinished year at the time leave was granted. The employee requesting such leave should file her request in writing seven months before the expected birth of the child. When the employee can furnish a physician's statement certifying her fitness to perform her tasks, she shall be allowed to continue in her position until the beginning of the twenty-second week prior to the expected birth of the child. Her return to duty shall be subject to all the rules and regulations stated above, and further, shall be dependent upon an opening on the staff for which the employee is qualified.
- (c) Elective Public Office - The Board shall grant a leave of absence without pay not to exceed one year to any teacher to campaign for elective public office for himself or to serve in such office.

B. Sick Leave and Personal Business Day

1. All teachers regularly employed for either the school year or the calendar year who are absent from duty because of personal illness shall be allowed annual sick leave on full pay at the rate of one day for each month of service, cumulative to a total of one hundred (100) days. In any one year the employee may use, from his cumulated sick leave - not to exceed five days - for death or illness in the immediate family. In case of a second death in the immediate family, the Superintendent may grant not to exceed five additional days.

Teachers who do not have sufficient sick days in their bank to cover an illness and have a pay deduction resulting therefrom will be reimbursed during that year for the subsequent sick days earned during that year.

ARTICLE VI - (continued) LEAVE POLICY

All requests for such sick leave must be submitted to and approved by the Superintendent of Schools; proof of illness - signed by a physician and approved by the Superintendent of Schools, may be required at any time.

Immediate family shall be interpreted as: Husband, wife, son, daughter, mother, father, brother, sister, grandparent, grandchildren, and the corresponding relatives of the employee's spouse.

In case of absence for emergencies not covered in the above policies, and when approved by the Superintendent of Schools, the employee shall have deducted from his pay the cost of a substitute.

2. For the protection of children, the Board of Education may require of the employee a health certificate from a physician to be filed in the office of the superintendent of schools. Any employee who is not able to return to duty on Monday following two weeks illness or injury, shall present a certificate of ableness to the Superintendent of Schools upon his or her return to work. This certificate shall be signed by a physician. Any employee who has been absent because of a nervous disorder must present a satisfactory report from a physician. In addition he may be required to submit to an examination by a physician designated or agreed upon by the Superintendent of Schools at the Board's expense.

3. Personal Business Policy

All teachers regularly employed by the Board of Education shall be granted two days of leave per year - with full pay - to transact personal business provided:

- (a) Prior approval is granted by his immediate supervisor;
- (b) That business cannot be transacted at a time other than on a working day; and
- (c) That days will not be used for personal pleasures.

This day may not be taken immediately preceding or following a holiday or school recess unless permission is applied for by the employee and granted by the Superintendent of Schools well in advance of the intended absence. This policy does not provide for the accumulation of the days.

C. Miscellaneous Leaves

1. Military Leave

Any employee covered by the salary schedule 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 the position he is vacating, or one of like status and pay scale, provided the employee serves only one draft term or until the state of emergency is ended, and provided also as follows:

- (a) The position vacated is other than temporary
- (b) He is honorably discharged from the armed services.
- (c) He applies for re-employment within 90 days after discharge or from hospitalization continuing after discharge for a period of one (1) year, and
- (d) He is still qualified to perform the duties of the position.
- (e) He shall be re-employed at such time as a similar assignment can be made.
- (f) In the event of re-employment, the following provisions shall apply:
 - (1) Accrual of seniority shall be granted
 - (2) Increments shall be added as if the employee had been in school district employ during the time of such active service in the armed forces.
- (g) Furthermore, all provisions of this policy shall be in accordance with state and federal laws governing military leaves of absence.

2. Jury Duty

A leave of absence shall be granted a teacher called for jury service, provided that the Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis as set forth in Article IV of this Agreement and the daily jury duty fee paid by the court and provided further that the Board shall only be obligated to pay said difference when the teacher cooperates with the administration in seeking to be excused from such service.

Article VI (continued) Leave Policy

C.

3. M. E. A. State Presidency

A teacher who is elected president of the Michigan Education Association at the State level shall be granted a leave without pay for a period not to exceed one year (in accordance with the provisions of Section A of this article.

4. Peace Corps

Leave for Service in Peace Corps. Any teacher will be granted a leave without pay for a period not to exceed two years for full-time over seas duty in the Peace Corps. Such service shall entitle the teacher to experience credit on the salary schedule and such leave shall be granted in accordance with Section A of this Article.

5. Sabbatical Leave

The Board shall grant to not more than 1/2 percent of the teachers in the unit sabbatical leave for study not to exceed one year.

Teachers on sabbatical leave shall receive the difference in pay between their salary for the year of leave and that of their replacement.

Before a teacher is granted a sabbatical he shall agree to remain in the system for a period of not less than two years following his return from sabbatical or reimburse the district the full amount of the stipend received during the sabbatical.

The Board of Education shall be responsible for granting all leaves. A teacher must have had at least seven years of continuous service in the Farmington Public School District.

The regular salary increment occuring during the sabbatical period shall be granted.

Forms for requesting sabbatical leave may be obtained from the office of the Assistant Superintendent in Charge of Instruction before February first.

ARTICLE VII - CONFERENCES AND CONVENTIONS

A. Participation

1. The staff should be encouraged to join and participate in professional organizations and meetings.
2. Membership in an organization is required of the employee making application to attend a conference or convention.
3. State or national conference and convention participation should be limited to those persons who expect to continue their services in Farmington the following year.
4. Request for conference or convention participation should be routed through the immediate supervisor to the assistant superintendent in charge of instructional personnel.

Permission to be governed by:

- a. The availability of substitutes
 - b. The consideration of building situations which might be created by granting several concurrent or consecutive requests;
 - c. The possible effect on specially scheduled programs or extra-curricular activities;
 - d. The number of conferences previously attended; and
 - e. Other items which might apply.
5. The number of designated delegates to attend any national or regional conference or convention is to be approved by the Board of Education upon the recommendation of the Superintendent.
 6. The number of designated delegates to attend any state conference or convention is to be determined by the Superintendent.
 7. The number of designated delegates to attend all other in-service meetings and workshops shall be determined by the Superintendent upon recommendation of the immediate supervisor.

ARTICLE VII - (continued) CONFERENCES AND CONVENTIONS

B. Financial Arrangements

1. Reimbursement

- a. In order to secure the benefits to the school program of participation by appropriate personnel in the conference policy with minimum influence from personal financial circumstances, it is desirable that the expenses of the conference or convention delegate be totally reimbursed. However, when the predicted expense of attendance or the number of personnel recommended to attend indicate a cost which exceeds the funds deemed by the superintendent to be available for attendance at a given conference or convention, reimbursement of individual expenses may be made up to a specified limit or other appropriate partial reimbursement may be made to the delegate.
- b. An itemized account is required which will include details of transportation costs (based upon public carrier charges), meals, lodging, and registration fees. This report is to be submitted not more than thirty days after the conference or convention.

C. Conference Reports

1. Upon returning from a conference or convention, a participant will submit to the superintendent an evaluation report on the standard form secured from his immediate supervisor.
2. Reimbursement requests will be made on the standard form secured from the immediate supervisor and submitted to the assistant superintendent in charge of instruction.

ARTICLE VIII - TEACHER EVALUATIONS

- A. The Board agrees to give every teacher access to his own files to examine his college record and accumulated evaluation forms together with any other reports not considered to be confidential recommendations, in the presence of an administrator. Confidential recommendations, such as the file furnished by college placement offices, teacher agencies and former employees will be withheld.

- B. The Board, cooperatively through its administration and the Association, will constantly review and revise where necessary, the evaluation form used in the District.

- C. The Board directs the administration to report to each teacher, through his building principal or director, all complaints and compliments received by the administration, whether or not they seem valid.

ARTICLE IX. - PROTECTION OF TEACHERS

- A. Any case of assault upon a teacher which had its inception in a school centered problem shall be promptly reported to the Board or its designated representative. If the assault was by a pupil(s) the administration shall promptly investigate the matter and determine a suitable punishment for the assaulting pupil (s). This decision shall be communicated to the teacher concerned.

If the assault is by an adult person, who is not a pupil, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities. In either case, the Board shall render all reasonable assistance it deems warranted to the teacher in connection with the handling of the incident by law enforcement and medical authorities.

- B. If any teacher is threatened with legal suit by reason of customary and appropriate disciplinary action taken by the teacher against a student, the Board will provide all assistance it deems necessary to the teacher in his defense.
- C. Signs shall be placed at the main entrance of all schools directing visitors to the principal's office. A teacher shall be called from his room to converse with a parent only when, in the opinion of the Principal or Superintendent, it is advisable.

ARTICLE X. - GRIEVANCE PROCEDURE

- A. A grievance is a matter involving the violation of a specific article or section of this Agreement.
- B. Any teacher having such a grievance may discuss the matter with the school principal during non-teaching hours, with the object of resolving it informally. The building representative may also be present, if requested.
- C. In the event the matter is not satisfactorily resolved, the following procedure shall be followed:
1. Step One. The grievance shall be reduced to writing within two (2) school days, signed by the teacher or teachers involved, and submitted to the school principal.
 - (a) The grievance shall specify the facts giving rise to the grievance and the relief requested.
 - (b) The principal shall submit an answer within five (5) school days in writing. One copy of his decision shall go to the grievant and one copy to the building representative.
 2. Step Two. Within five (5) school days after receiving the decision of the principal, the aggrieved teacher may appeal to the Superintendent of Schools or his designated representative. The appeal shall be in writing, shall specify the article and section of the Agreement allegedly violated, and shall contain the reasons for the appeal.
 - (a) Within ten (10) school days after receipt of the appeal, the Superintendent shall investigate the grievance, including giving the aggrieved teacher and the Association representative a reasonable opportunity to be heard, and render his decision in writing. A copy of his decision shall be delivered to the teacher involved, the Association representative, and the school principal.
 3. Step Three. Within five (5) school days after receiving the decision of the Superintendent, the aggrieved teacher or the Association may appeal to the Board of Education. The appeal shall be in writing and shall contain the reasons for the appeal and a copy of the Superintendent's decision at Step Two.

ARTICLE X - (continued) GRIEVANCE PROCEDURE

C.

Step Three (continued)

- (a) The appeal shall be heard at the next regularly scheduled Board meeting and, in any event, within twenty (20) school days after receipt of the appeal. The Board, or its designated representative, shall investigate the grievance, including giving the aggrieved teacher and an association representative a reasonable opportunity to be heard. The Board shall render its decision in writing within twenty (20) school days after holding a hearing on the appeal. A copy of the Board's decision shall be delivered to the teacher involved, to the association representative, and to the School Superintendent.

4. Step Four.

Unresolved grievances may be submitted to mediation under the act.

- D. Any appeals not properly processed within the applicable time periods shall be considered settled on the basis of the last answer given by the respective school authority.
- E. There shall be not more than twenty-two (22) Association Representatives to handle grievances.
- F. The sole remedy available to any teacher for any alleged breach of this agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance procedure, provided, however, that nothing contained herein shall deprive any teacher of any legal right which he presently has, provided that if a teacher, the Association or the Board elects to pursue any legal or administrative remedy, such election shall bar any further or subsequent proceedings for relief under the provisions of this Article.
- G. Forms for filing grievances shall be jointly prepared and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.

Article X - (continued) Grievance Procedure

- H. All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.

- I. Discipline, demotion, dismissal or suspension of teachers shall be subject to the grievance procedure; provided, however, that (1) as to probationary teachers the Board may give such notices of unsatisfactory work as shall be required or permitted by the Michigan Tenure of Teachers Act during the pendency of any grievance procedure and that the Board's decision on the termination of the services of or failure to re-employ any such teacher on a third year of probation shall be final, (2) as to tenure teachers pending grievance procedures shall be dismissed immediately upon the filing of written charges under the Michigan Tenure of Teachers Act and said Act shall thereafter govern all proceedings against the teacher.

ARTICLE XI - RETIREMENT POLICY

All employees of the Farmington Public School District whose employment requires a teaching certificate shall be retired by the Board of Education on June 30th of the school year in which said person attains the age of sixty-five (65)

ARTICLE XII. PROFESSIONAL NEGOTIATIONS

A.

1. Not later than December 1 of the school year in which this Agreement expires, the Board agrees to negotiate with the Association over a Successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning teachers' salaries, hours and other conditions of their employment. Such negotiation shall include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiable by the parties. Any agreement so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the Board and the Association.
2. During negotiation the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. The Board agrees to make available to the Association in response to reasonable written requests, available information concerning the financial resources of the District, and tentative budget requirements and allocations.
3. If the negotiations described in this Section A have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities.

Therefore, the Board and the Association, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically covered in this Agreement, even though such subject or matter may not have been within the knowledge of either or both of the parties at the time they negotiated or signed this Agreement.

- C. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative.
- D. This Agreement may not be modified in whole or in part by the parties except by mutual written Agreement.

ARTICLE XIII - STRIKES AND SANCTIONS

The Association will not engage in or encourage strike or sanction action of any type during the life of this contract.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

A. School Calendar

1. The teacher's contract year will be forty weeks or two hundred days.
2. Teachers will be in classrooms with children for instructional purposes 180 days.
3. Teachers will have eight (8) workdays without children for such purposes as:

In-service Education
Teachers' Institutes
Records, Inventories
Final Examinations (secondary schools)

4. Teachers shall be paid for the following five holidays:

Labor Day
Thanksgiving
Christmas
New Years Day
Memorial Day

5. Teachers will be granted seven (7) paid vacation days including the Friday after Thanksgiving.

6. Summary

Classroom Instruction	180 days
Workdays (without children)	8
Holidays	5
Vacation Days	<u>7</u>
Total	200 Days

7. Any teacher receiving the following for summer study requiring them to be absent the last week of school, or any part thereof, shall receive the difference between substitute pay and regular salary.

1. Government stipend or grant.
2. Any other grant that stipulates a specific school and starting time.

ARTICLE XIV. - Miscellaneous Provisions (Continued)

- B. The provisions of this contract shall apply to all certified Summer School, Adult Education, and Driver Education teachers.

- C. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged policies or practices, between the Board and its employees or the Association and constitutes the entire agreement between the parties.

- D. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Association, and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this agreement shall continue in effect.

ARTICLE XV. - DURATION OF CONTRACT

The provisions of this Agreement shall be effective as of September 1, 1966, and shall continue and remain in full force and effect to and including August 31, 1967, and thereafter for successive periods of one (1) year unless either party shall, on or before December 1, 1966 serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

BOARD OF EDUCATION
FARMINGTON PUBLIC SCHOOL DISTRICT

BY _____
President

By _____
Secretary

FARMINGTON EDUCATION ASSOCIATION

BY _____
President

BY _____
Secretary