

FOR REVIEW 8-31-68

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

Farmington
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OFFICE OF
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A G R E E M E N T

between the

BOARD OF EDUCATION of the FARMINGTON PUBLIC SCHOOL DISTRICT

and the

FARMINGTON EDUCATION ASSOCIATION

for

1967 - 68

Farmington Board of Education

- 2. no
- 3. Aug. 31, 1968
- 4. no
- 5. yes

MEA
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E. Lansing, MI
48823

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A G R E E M E N T

THIS AGREEMENT is made and entered into this _____ day
of _____, 1967 between the BOARD OF EDUCATION
OF THE FARMINGTON PUBLIC SCHOOL DISTRICT, Oakland County,
Michigan (hereinafter referred to as the "Board"), and the FARMINGTON
EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

WITNESSETH

WHEREAS Both parties recognize the value of maintaining good
relationships between the administrators and the faculty, and

WHEREAS The Board has a statutory obligation, pursuant to
the Public Employment Relations Act, Act 379 of the Michigan
Public Acts of 1965, to bargain with the Association as the
representative of its teaching personnel with respect to hours,
wages, terms, and conditions of employment, and

WHEREAS The parties have reached certain understandings which
they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is
hereby agreed as follows:

ARTICLE I -- RECOGNITION AND DUES DEDUCTION

- A. The Board hereby recognizes the Farmington Education Association as the exclusive and sole bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all certified teaching personnel under contract, including summer school and driver education teachers, physical therapists and occupational therapists, but excluding substitute teachers and adult education teachers, the superintendent, assistant superintendent of instruction, assistant superintendent of business, administrative assistant, director of personnel, director of elementary education, director of secondary education, director of special education, director of physical education and athletics, director of summer school and adult education, principals and assistant principals, director of vocational education, and excluding all other supervisory and executive personnel, within the meaning of the Public Employment Relations Act.
- B. Teachers on leave under contract shall be governed by the provisions of the agreement in force at the time the leave is granted and such teachers shall continue to be considered within the bargaining unit.
- C. The Board agrees not to negotiate with any teacher's organization other than the Farmington Education Association for the duration of this Agreement.

ARTICLE I -- RECOGNITION AND DUES DEDUCTION

- D. Upon voluntary written authorization from the teacher, the Board agrees to deduct regular, uniform dues of the Association, including the Michigan Education Association (MEA) and the National Education Association (NEA) from the teacher's regular salary.
1. Individual authorization forms are to be furnished by the Association and when executed, filed by it with the Business Office.
 2. Authorizations must be filed with the district's business office one (1) week prior to the second scheduled pay day of each school year except in the cases of teachers hired after the beginning of school.
 3. Authorizations once filed with the Business Office shall continue in effect until revoked by the teacher, on a form available from the Association, and filed with the Business Office. Provided, a revocation filed after September 1 of any year shall not be effective until the first paycheck due in the following school year.
 4. The right to refund to teachers monies deducted from their salaries under such authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deductions.
 5. The Association will, at least fifteen (15) days prior to the beginning of each school year, give written notification to the Business Office of the amount of its authorized dues, and those authorized by the Michigan Education Association and the National Education Association, which are to be deducted in that school year under such authorizations. The amounts of the deductions for such dues are not subject to change during that entire school year.
 6. Dues deducted shall be transmitted to the Association on a prompt basis, but not less than monthly, under procedures to be established by the Superintendent. The Association will be responsible for reimbursement of the Michigan Education Association and National Education Association dues paid to it, to the Treasurers of those organizations.

ARTICLE I - RECOGNITION AND DUES DEDUCTION

7. Dues shall be deducted in an equal amount from one regular pay check each month, for ten (10) months beginning in September and ending in June each year unless otherwise revoked.
 8. Other present practices concerning payroll deductions will be continued.
- E. The Board recognizes the desirability of membership and participation in professional organizations.

It is agreed that membership is encouraged by both parties. Membership in the Association, however, is not a condition of employment in the District.

F. Definitions

1. The term "teacher" when used in this Agreement, shall refer to all employees represented by the Farmington Education Association in the bargaining unit as above defined, and reference to male teachers shall include female teachers.
2. The term "Board" and "Association" shall include authorized officers, representatives and agents.
3. Whenever the phrase "in the opinion of ---", is used, it shall be understood to confer responsibility for the decision without precluding a grievance based on an arbitrary or capricious decision.

ARTICLE II -- ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Association and its members shall continue to have the right of using school building facilities for meetings in accordance with existing Board policies as spelled out on the building permit forms presently in use. A building permit shall be secured from the building principal at least twenty-four (24) hours in advance. No meeting shall be held at anytime other than during the normal working hours of the building custodian and/or janitor except by permission of the Board and payment of the costs involved.
- B. Membership insignia or pins appropriate for normal wear may be worn by members of the Association.

The Association shall be provided adequate bulletin board space in a place readily accessible to teachers in each school building for the posting of notices and other material relating to the official business of the Association. The Association Building Representative shall be responsible for the posting of all such material and the content thereof.

The Association shall continue to have the right to place material relating to the official business of the Association in the teachers' mail boxes. The Association Building Representative shall have the responsibility for the placing of such material and the content thereof.

All material posted or placed in teachers' mail boxes shall be signed by a designated Association Official. Further, a signed file copy of all material for general distribution shall be delivered to the building principal before placement in school mail boxes.

Pupils shall not be involved in the delivering of Association communications. It is understood that the use of communication media shall not interfere with regular school business.

- C. It is the responsibility of the Association to honor Board policies and Administrative regulations not in conflict with the provisions of this agreement. The Association will not order teachers to disregard the instructions of administrators or supervisors.
- D. Association officials who are not employees of the district shall be permitted to visit school premises to transact official Association business, provided they first report to the principal's office (or other Board representative in appropriate instances) upon entry, state the nature of their business, and secure permission from the principal (or other Board representative). Permission shall not be withheld if, the Association official's visit will not interfere with or interrupt school operations.

ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES

- E. The Association shall furnish its own materials for Association business and may continue to use school equipment outside of regular working hours providing such use does not interfere with school business. School telephones may continue to be used for Association business providing such use does not interfere with or interrupt school business.
- F. The Association agrees that it shall continue to admit all teachers to its membership without discrimination by reason of race, creed, color, sex, marital status, or national origin, and to represent equally all teachers without regard to membership or participation in or association with the activities of any other teacher organization.
- G. The Board will make available to the Association all public information including the following:
- (1) Board Meeting Agendas
 - (2) Board Meeting Minutes
 - (3) Annual and monthly financial reports including the one prepared by the auditor.
 - (4) Student membership and census data
 - (5) Projected data
 - a) Financial resources
 - b) School population

The Board will also make available to the Association as early as possible names of teachers and the buildings to which they are assigned.

- H. The Board will give the Association or individual teachers a reasonable opportunity to express their views before the Board takes final action on the following matters:
- (1) Proposed Referenda on Operating Millages
 - (2) Proposed Referenda on Bond Issues
 - (3) Proposed Major Revisions of Education Policy
- I. The following sections of the Public Employment Relations Act, Act 379 of the Public Acts of 1965, are included for informational purposes only, to inform teachers of their rights under law:
1. 17.455 (9) Forming or joining labor organizations, collective bargaining.
SEC. 9. It shall be lawful for public employees to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public employers through representatives of their own free choice.

ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES

2. 17.455 (10) Interference or discrimination by employer prohibited.

SEC. 10. It shall be unlawful for a public employer or an officer or agent of a public employer (a) to interfere with, restrain or coerce public employees in the exercise of their rights guaranteed in section 9: (b) to initiate, create, dominate, contribute to or interfere with the formation or administration of any labor organization: Provided, That a public employer shall not be prohibited from permitting employees to confer with it during working hours without loss of time or pay; (c) to discriminate in regard to hire, terms or other conditions of employment in order to encourage membership in a labor organization: (d) to discriminate against a public employee because he has given testimony or instituted proceedings under this act; or (e) to refuse to bargain collectively with the representatives of its public employees, subject to the provisions of section 11.

3. 17.455 (11) Exclusive bargaining representatives; rights of individual employees.

SEC. 11. Representatives designated or selected for purposes of collective bargaining by the majority of the public employees in a unit appropriate for such purposes, shall be the exclusive representative of all the public employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and shall be so recognized by the public employer: Provided, That any individual employee at any time may present grievances to his employer and have the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, provided that the bargaining representative has been given opportunity to be present at such adjustment.

- J. The Association and its members and all teachers agree to notify the Board as soon as possible of their intentions to continue employment with the district.

ARTICLE III - TEACHER RIGHTS AND RESPONSIBILITIES

- A. Individual teachers 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 at least twenty-four (24) hours in advance in each instance.
- B. The Board will continue to apply the provisions of this Agreement without regard to race, creed, color, sex, marital status, or national origin.
- C. It is the responsibility of all teachers to honor Board policies and administrative regulations not in conflict with the provisions of this Agreement.
- D. 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.

- E. In order to provide continuing health protection for students and other school personnel it shall be the policy of the Farmington Public School 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 in accordance with State regulations.
- F. 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

ARTICLE III - TEACHER RIGHTS AND RESPONSIBILITIES, continued

conditions in each individual teacher's situation permit, unless they are notified not to report.. Teachers shall have the obligation to notify their principal or director as soon as possible of any such situation which makes it impossible for them to report for work.

- G. It is the responsibility of the teacher to see that he/she is properly certified and meets all qualifications of his positions.
1. Special qualifications and/or requirements of special approval are as follows:
 - a. Special education, vocational education, North Central Association, the teacher shall satisfy these requirements.
 - b. The state code governing permanent certification will govern.
- H. Any and all responsibilities related to the submission of state, county, and school board reports will be accomplished apart from classroom instructional time.
- I. When a teacher is to be called to his supervisor's office for the intended purpose of being formally reprimanded or disciplined, upon request he may have an Association Representative present. This provision shall only apply to matters that may become a part of the teacher's personnel record. Teachers shall not be reprimanded or disciplined in front of students, parents or unconcerned personnel.
- J. No teacher shall be disciplined, demoted, dismissed, or suspended with or without pay, or reprimanded without reasonable and just cause. Reasonable and just cause shall include among other causes:
1. Incompetence
 2. Insubordination
 3. Immorality
- K. Non-privileged factual information, as determined by the Board, in the possession of the Board which involved disciplinary action of a teacher shall, upon the written request of the teacher, be made available to said teacher and the Association if the teacher so requests.

ARTICLE IV -- 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 education 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. It is mutually agreed that the Board retains the right to establish and enforce reasonable rules and regulations governing the teacher conduct.
- D. The Board and the Association agree that the atmosphere of academic freedom that has prevailed in the Farmington School District should be continued as a means of fostering good teaching and learning.

ARTICLE V -- WORKING AND TEACHING CONDITIONS

A - WORKING CONDITIONS

1. The regular working day, including lunch period, shall be seven hours and fifteen minutes. This time shall be scheduled by the building principal for classroom instruction of students, preparation and planning, conferences with parents and students, supervision of students as assigned in past building practices and staff meetings.
2. Since it is agreed that teacher participation in extra-curricular activities for which no additional compensation is paid shall be voluntary, the Association will therefore continue to encourage the voluntary participation by teachers in extra-curricular activities for students.
3. The teachers recognize that their responsibilities to their students and their profession require the performance of duties that involve the expenditure of time beyond that of the regular working day. Among these responsibilities and duties are the following:
 - a. Daily preparation for effective teaching.
 - b. Correcting student written work including examinations.
 - c. Attending faculty meetings.
 - (1) In individual buildings
 - (2) By departments or grade level
 - (3) District wide
 - d. Annual open house.

Participation by teachers in activities of the school that are attended by the public such as P.T.A. meetings is desirable and shall be encouraged by the Association.

4. It is agreed that upon reasonable request of a teacher in emergency situations or for purposes that cannot be accomplished at any other time, the principal may permit a teacher to leave the building during the regular working day other than at times when the teacher is directly involved in the instruction of children and providing the teachers' absence from the building in no way interferes with the normal operation of the school.
5. Lunch Period
 - a. Elementary - Each elementary teacher shall have a duty free, continuous lunch period of at least 30 minutes. During the other 20 minutes of the noon period the Board will continue to provide as much released time as possible.
 - b. Secondary - Each secondary teacher shall have a duty free, continuous lunch period of at least twenty-five minutes.

ARTICLE V -- WORKING AND TEACHING CONDITIONS

A - Working Conditions, continued

- c. Teachers in the building during the lunch period shall continue to respond to emergency situations, as they may occur from time to time.

6. Conference Periods

- a. Secondary - Each secondary teacher shall be scheduled with a conference period equivalent to a regular class period each day except that from time to time this period may be used for assembly programs.
- b. Elementary - Elementary teachers may use for preparation the time during which his entire class is receiving instruction from other personnel unless the principal determines that curriculum requirements necessitate the attendance of the classroom teacher.

- 7. It is recognized by the Board and the 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 size at an acceptable number as dictated by the financial conditions of the District, the building facilities available, and the best interests of the District as deemed administratively feasible.

In keeping with the above, the Board will strive to continue its practice of employing not less than 34 classroom teachers per 1000 students enrolled.

ARTICLE V -- WORKING AND TEACHING CONDITIONS

B - TEACHING CONDITIONS

1. The Board agrees to continue to provide the following:
 - a. Storage space for teachers, closet space for teachers to store personal belongings, and storage space in classrooms for instructional materials.
 - b. Chalkboard space in classrooms.
 - c. Copies of texts used in courses teachers are to teach for their use.
 - d. Dictionaries in classrooms where needed.
 - e. Attendance books, papers, pencils and the like required in daily teaching.
2. The Board also agrees to continue to work toward providing instrumental music teachers with instructional space in school buildings.
3. Faculty work areas shall continue to be made available to the staff which contain typing and duplicating equipment to aid teachers in preparation of instructional material. Clerical personnel shall also continue to aid teachers as arranged between principal and staff.
4. The Board will continue to provide in each school:
 - a. Lunchroom facilities for the staff.
 - b. A room to be used as a staff lounge, the room to be appropriately furnished and ventilated by a fan.
 - c. Staff restrooms (men and women separate) which do not open directly on the staff lounge or work area.
5. Telephone facilities shall continue to be made available to teachers for reasonable business use.
6. The Board agrees to continue to supply appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials in reasonable quantities. Likewise, the Board agrees to continue to keep the schools equipped and maintained.

ARTICLE V -- WORKING AND TEACHING CONDITIONS

B - TEACHING CONDITIONS, continued

7. Upon the request of the teaching staff in each building, vending machines will be installed in the teachers' lounge. The proceeds shall be placed in an internal revolving account fund, separate in each building. The funds may be used at the discretion of the staff in each building.
8. The Board shall make every effort to provide and maintain adequate off-street parking facilities at each building, and adequate access from the parking lot to the building.
9. Teachers will not be required to work under unsafe or hazardous conditions as determined by the immediate supervisor.
10. Teachers shall not be required to drive school buses as part of their regular or special assignment.

ARTICLE VI - COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement.
- B. Upon initial employment in Farmington, teachers will be allowed not to exceed five full years of credit as shown on Appendix B for successful teaching experience prior to their appointment. In this experience credit may be included not to exceed two years for successful military experience.
- C. The teacher's weekly salary shall be determined by dividing his annual salary by forty.
- D. The teacher's daily salary shall be determined by dividing his weekly salary by five.
- E. 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 (C) and (D) above.
- F. The Board will pay at the rate of 10¢ per mile for approved use of the teacher's automobile on school business.
- G. In order to qualify for additional compensation on the A.B. + 20 and M.A. + 15 schedules (Appendix B) the following conditions are required:
 - (1) Only graduate semester hours will be counted.
 - (2) Semester hours credited must be approved in advance by the superintendent or his designee. Past semester hours credits may be submitted for approval by superintendent.
 - (3) Official transcript showing graduate credits required for additional compensation must be furnished by the teacher to the superintendent before the first day of the semester in which compensation is to become effective.
- H. The Board will provide for each teacher term life insurance protection in the amount of \$2,000.
- I. Employee's Insurance

The Board agrees to pay 100% of all full time employees' medical and hospital insurance coverage up to a maximum of \$30 per month full family coverage for head of household only.

Employees who are not head of household shall be entitled to single subscriber coverage. This amount may at the teacher's option be applied as follows:

ARTICLE VI - COMPENSATION, continued

1. Individual or Family Blue Cross - Blue Shield of the type presently offered by the Board; or
2. MEA Health Care Insurance of the type presently offered by the Board.

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.

J. Income Protection

The Board agrees to provide fifty (50%) per cent of the cost of insurance coverage to all regular full time teachers desirous of participating to protect against long term and permanent disability. The carrier shall be determined by the Board. Said coverage shall begin after ninety (90) working days of disability and provide benefits of fifty per cent of the teachers regular contract salary computed on a daily basis until age 65, Provided, however, that if the teacher still has accumulated sick leave allowance, he shall only be entitled to draw his remaining sick leave thereafter on a pro-rate basis at the rate of the difference between his insurance benefit and his regular contract salary computed on a daily basis.

ARTICLE VII - LEAVE POLICIES

A. HEALTH LEAVE

1. Health leaves, when recommended by a physician shall be granted without pay or fringe benefits up to a maximum of one (1) year. At the expiration of such leave, the employee must return or resign unless a special extension is recommended by the Superintendent and granted by the Board.
2. Eligibility for a health leave of absence requires a minimum of two years continuous employment by the school district immediately prior to such leave of absence.
3. A further extension of a leave of absence or a second leave of absence may be granted at the will of the Board of Education upon the recommendation of the Superintendent of Schools.
4. 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 as held when the leave was granted except if the leave is granted at the end of a semester, experience credit will be allowed as earned at the end of that semester.
 - b. Unused sick leave as held at the start of the leave of absence.
5. 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 unless an extension of leave or a new leave has been granted. Failure to furnish such written notice shall constitute a notice of resignation.
6. 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.
7. Reemployment during the school year shall be at the discretion of the Board, and reemployment for the beginning of a new school year shall be dependent upon an opening on the staff for which the employee is qualified.

ARTICLE VII - LEAVE POLICIES

B. MATERNITY LEAVE

1. Eligibility for a maternity leave of absence requires a minimum of two years continuous employment by the school district immediately prior to such leave of absence.
2. A maternity leave, without pay or fringe benefits, shall be granted for a period of one (1) year. The employee requesting such leave will do so, in writing, seven months before the expected birth of the child. The employee may be allowed to continue in her position until the beginning of the twenty-second (22nd) week prior to the expected birth if a physician's statement is furnished certifying her fitness to perform her task, and provided further that should said date fall within the last month of a semester, upon a physician's approval the teacher may be allowed to complete the semester.
3. A further extension of a leave of absence or a second leave of absence may be granted at the will of the Board of Education upon the recommendation of the Superintendent of Schools.
4. While an employee is granted a leave of absence, she shall retain the following employment rights held by her before such leave was granted:
 - a. The same position on the salary schedule as held when the leave was granted except if the leave is granted at the end of a semester, experience credit will be allowed as earned at the end of that semester.
 - b. Unused sick leave as held at the start of the leave of absence.
5. 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 her intention to return or resign unless an extension of leave or a new leave has been granted. Failure to furnish such written notice shall constitute a notice of resignation.

ARTICLE VII - LEAVE POLICIES

B. MATERNITY LEAVE (continued)

6. Re-employment during the school year shall be at the discretion of the Board, and re-employment for the beginning of a new school year shall be dependent upon an opening on the staff for which the employee is qualified.
7. Return from such leave will be no earlier than six (6) weeks after the termination of the pregnancy.
8. A female teacher adopting a child and/or children may be granted a leave according to the terms of Section B. Said leave will begin upon the final order of the probate court awarding custody of the child or children.

ARTICLE VII - LEAVE POLICIES

C. ELECTIVE PUBLIC OFFICE

1. Eligibility for an elective public office leave of absence requires a minimum of two years continuous employment by the school district immediately prior to such leave of absence.
2. The Board shall grant a leave of absence without pay or fringe benefits prior to the beginning of the school year or at the conclusion of the school year, not to exceed one (1) school year to any teacher to campaign for elective public office for himself or to serve in such office.
3. A further extension of a leave of absence or a second leave of absence may be granted at the will of the Board of Education upon the recommendation of the Superintendent of Schools.
4. 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 as held when the leave was granted except if the leave is granted at the end of a semester, experience credit will be allowed as earned at the end of that semester.
 - b. Unused sick leave as held at the start of the leave of absence.
5. 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 unless an extension of leave or a new leave has been granted. Failure to furnish such written notice shall constitute a notice of resignation.
6. Re-employment during the school year shall be at the discretion of the Board, and re-employment for the beginning of a new school year shall be dependent upon an opening on the staff for which the employee is qualified.

ARTICLE VII - LEAVE POLICIES

D. MILITARY LEAVE

1. An 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 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 ninety (90) days after discharge or from hospitalization continuing after discharge for a period of one (1) year.
 - 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 the school district employ during the time of such active service in the armed forces.
 - (3) Unused sick leave held at the start of the leave shall be restored.
2. Furthermore, all provisions of this policy shall be in accordance with Act 145 P.A. 1943 as amended, governing military leaves of absence.

ARTICLE VII - LEAVE POLICIES

E. M.E.A. (State and N.E.A. (National) ELECTIVE OFFICES

1. Eligibility for a leave of absence to serve as an elected officer of the M.E.A. at the state level or of the N.E.A. at the national level requires a minimum of two years continuous employment by the school district immediately prior to such leave of absence.
2. A teacher who is elected to such office as stated in Section One above shall be granted a leave without pay or fringe benefits for a period not to exceed one (1) year.
3. A further extension of a leave of absence or a second leave of absence may be granted at the will of the Board of Education upon the recommendation of the Superintendent of Schools.
4. 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 as held when the leave was granted except if the leave is granted at the end of a semester, experience credit will be allowed as earned at the end of that semester.
 - b. Unused sick leave as held at the start of the leave of absence.
5. 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 unless an extension of leave or a new leave has been granted. Failure to furnish such written notice shall constitute a notice of resignation.
6. Re-employment during the school year shall be at the discretion of the Board, and re-employment for the beginning of a new school year shall be dependent upon an opening on the staff for which the employee is qualified.

ARTICLE VII - LEAVE POLICIES

F. PEACE CORPS

1. Eligibility for a Peace Corps leave of absence requires a minimum of two years continuous employment by the school district immediately prior to such leave of absence.
2. Any teacher will be granted a leave without pay or fringe benefits for a period of one (1) year for overseas duty in the Peace Corps. Such service shall entitle the teacher to experience credit on the salary schedule.
3. A further extension of a leave of absence or a second leave of absence may be granted without pay or fringe benefits for a period not to exceed one (1) year.
4. 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. Unused sick leave held at the start of the leave of absence.
5. 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 unless an extension of leave or a new leave has been granted. Failure to furnish such written notice shall constitute a notice of resignation.
6. Re-employment during the school year shall be at the discretion of the Board, and re-employment for the beginning of a new school year shall be dependent upon an opening on the staff for which the employee is qualified.

ARTICLE VII - LEAVE POLICIES

G - ILLNESS, DISABILITY, DEATH IN FAMILY

1. All full-time teachers regularly employed for the school year who are absent from duty due to personal illness shall be entitled to use sick leave days in accordance with the terms of this article. Upon having reported for duty and having successfully served the first two (2) weeks of their contract, regular full-time teachers will be credited with annual sick leave days for that contract year as shown below:
 - (a) probationary teachers - ten (10) days
 - (b) tenure teachers with less than five (5) years of service - eleven (11) days
 - (c) tenure teachers with five (5) or more years of service - twelve (12) days.

Should a teacher, without any accumulated sick leave, leave before completing the full contract year, and have used his days advanced as outlined above, a deduction will be made on the basis of one (1) day credit per month of service completed. Regular part-time teachers (and not substitutes) and teachers employed by the district after the opening of school shall receive a pro-rated portion of the appropriate leave above.

2. Each teacher shall be entitled to accumulate the unused portion of their sick leave which shall be available for future use. Sick leave shall be cumulative to a total of one hundred fifteen (115) days.
3. In any one year the teacher may use from his annual and cumulative sick leave - not to exceed five days - for death or illness in the immediate family. In the event of subsequent deaths in the immediate family, the superintendent may grant not to exceed five additional days in each case.
4. Immediate family shall be interpreted as: husband, wife, son, daughter, guardians, mother, father, brother, sister, grandparent, grandchild, and the corresponding relative of the teacher's spouse.
5. According to existing practice 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.
6. In the event of absence of a teacher for illness in excess of five (5) consecutive days, the Board may, at its expense, require an examination by an independent physician.

ARTICLE VII - LEAVE POLICIES (continued)

7. For the protection of children the Board may require of the teacher a health certificate from a physician to be filed in the office of the superintendent of schools. Any teacher who is not able to return to duty on Monday following two weeks of illness or injury shall present a certificate of ableness to the superintendent of schools upon his return to work. This certificate shall be signed by a physician. In addition, he may be required to submit to an examination by a physician designated or agreed upon by the superintendent at the Board's expense. In addition, upon the recommendation of the superintendent, the Board may at its expense, require the teacher to submit to mental or physical examinations to determine whether involuntary sick leave is warranted.
8. In case of absence for extreme emergencies not covered in this sick leave article and upon special approval of the superintendent of schools, the teacher may have deducted from his salary only the cost of the substitute rather than deduction of full salary.

ARTICLE VII - LEAVE POLICIES

H - PERSONAL BUSINESS POLICY

1. At the beginning of the school year all full-time teachers regularly employed by the Board of Education shall be granted three (3) days of leave per year, with full pay, to transact personal business. The immediate supervisor will grant approval on the basis of this article providing he has received notification in advance, and further provided:
 - (a) Written notification for such leave shall be made at least five (5) days in advance when practicable.
 - (b) That business cannot possibly be transacted at a time other than on a working day.
 - (c) That days will not be used for personal pleasures.
2. 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 provides that at the end of the school year unused personal business days may be added to the teachers cumulated sick leave bank for possible future use in accordance with the sick leave article.
3. Regular part-time teachers (not substitutes) and teachers employed by the district after the opening of school shall receive a pro-rated portion of the appropriate leave above.

ARTICLE VII - LEAVE POLICIES

I - SABBATICAL LEAVE

1. The Board shall grant to not more than one percent of the teachers in the unit sabbatical leave for study not to exceed one year.
2. Teachers on Sabbatical Leave shall receive thirty percent of the salary earned during the year immediately preceding the leave. This stipend will be paid to the teacher on leave on a monthly basis during the leave. The school district will not continue fringe benefits for teachers during the sabbatical period.
3. Before beginning the sabbatical leave, the teacher shall enter into contract to return to active service in the Farmington Public School District for a period of at least two (2) years after the expiration of such leave. A teacher who does not fulfill this agreement shall repay the full amount of the stipend received during the sabbatical leave. However, said obligation shall be cancelled in the event of the intervening death of the teacher.
4. The Board of Education shall be responsible for granting all leaves. Approval of the Board will be contingent upon securing a certified teacher qualified to assume the applicant's duties while on leave. A teacher must have had at least seven (7) years of continuous service in the Farmington Public School District.
5. Upon return, the teacher shall be restored to his position or a position of like nature, seniority, status, and pay.
6. Employees on leave will be required to file periodic reports with the Superintendent. Providing all requirements of the sabbatical leave policy have been satisfactorily fulfilled in the judgment of the Superintendent, accrual of seniority shall be granted, and the regular salary increment occurring during the sabbatical period shall also be granted. Unused sick leave held at the start of the leave shall be restored upon return.
7. A letter requesting sabbatical leave outlining the study program and its relation to professional improvement will be furnished to the office of the Assistant Superintendent in Charge of Instruction before February 1st. Transcripts and/or proof of pursuit and successful completion of the program submitted will be furnished upon return to the system.

ARTICLE VII - LEAVE POLICIES

J - JURY DUTY

A leave of absence shall be granted a teacher who is summoned and reports 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 VI of this Agreement and the daily jury duty fee paid by the court for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work.

ARTICLE VIII - DEPARTMENT CHAIRMEN

- A. The teachers in any department or grade level in elementary, junior high or senior high may each year select from among their numbers a Department Chairman. The Department Chairman may exercise such coordinating and administrative functions as have heretofore been performed including serving as liaison between teachers of the department and the school administration. Such chairmen shall not be considered supervisory or executive employees.
- B. Serving as a Department Chairman shall be a voluntary professional contribution of the teacher. No duties shall be imposed upon the Department Chairman by the school administration.
- C. Since serving as a Department Chairman is voluntary, the teacher's supervisor shall not use his service as Department Chairman or his resignation from this position adversely in the evaluation of his performance as a teacher.
- D. The provisions of this article shall apply to both building Department Chairmen and system-wide Department Chairmen.

ARTICLE IX - QUALIFICATIONS and ASSIGNMENTS

- A. The Board agrees to continue its policy of employing certificated teachers with a minimum of a bachelor's degree from an accredited college or university for all regular teaching assignments to the extent possible.
- B. Regular assignments shall be made by the administration. Such assignments shall be within the area of teacher competence, teaching certificate, or major or minor field of study. Any exceptions shall be temporary and for good cause.
- C. All teachers shall be given notice of their tentative schedules for the forthcoming year by the first day of June whenever possible. In the event the Board determines that further changes of schedules are necessary the teachers so involved shall be notified as promptly as possible.

ARTICLE X - VACANCIES, PROMOTIONS, and TRANSFERS

A. 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.
5. In filling a vacancy within the bargaining unit, the Board will consider professional background and attainments of all applicants, but if the qualifications of two applicants are equal or similar, in the opinion of the Board, preference shall be given to the applicant with the greater length of service to the District. Decision of the Board in filling such vacancies shall be final.

B. TRANSFERS

1. Any teacher may request a transfer to a different building or position at any time. Such application should be in writing and addressed to the Superintendent of Schools. When such a vacancy occurs, these requests for transfer will be considered along with other applications.
2. 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.
3. If transfers are found to be necessary, the teacher will be notified and consulted by their principals as soon as practicable.

ARTICLE XI - TEACHER EVALUATION

- A. The work performance of all teachers shall be evaluated in writing at least once each year. A copy of the written evaluation shall be given to the teacher following a conference with the administrator based on his observation of the teacher.

Since one of the main purposes of evaluation is the improvement of instruction; administrators are expected to make more frequent observations of beginning teachers or teachers new to Farmington than of tenure teachers. All observations of the work of a teacher shall be conducted with the full knowledge of the teacher. Teachers are encouraged to invite their supervisors to observe them when their classes are involved in activities that might not be seen on any other day.

- 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 compliments and complaints received by the administration, whether or not they seem valid.
- D. In the presence of an administrator, and FEA representative - if requested, the Board agrees to give every teacher access to his own files to examine his college record and accumulated evaluation forms and any other reports not considered to be confidential recommendations. Such confidential recommendations as furnished by college placement offices, teacher agencies, and former employees will be withheld.

ARTICLE XII - TEACHER PROTECTION

- A. Any case of assault and/or battery upon a teacher, which had its inception in a school centered problem, shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and/or battery and shall render other assistance it deems necessary to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- B. The Board will 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.
- C. When it becomes necessary for a teacher to exclude a pupil from a class (on a temporary basis) the teacher will follow the procedures set up in the discipline policy in his building.
- D. Suspension of students from school may be imposed only by a principal or his designated representative.
- E. 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. If any unsigned or anonymous complaints are received, the teacher should be notified, but no action will be taken on them and they will not be placed in the teacher's personnel file. If any question of breach of professional ethics is involved and action is to be taken because of it, the Association shall be notified if the teacher so requests.
- F. Teachers shall not be required by the Board to submit to any examinations by polygraph or lie detector.
- G. Time lost by a teacher in connection with any incident arising out of Section A of this Article shall not be charged against the teacher unless the teacher is adjudged guilty or judgment is rendered against him in a court of competent jurisdiction from which no appeal has been taken.

ARTICLE XII - TEACHER PROTECTION

H. Any employee absent due to an injury or disease arising out of and in the course of his employment for which he receives Michigan Workmen's Compensation benefits shall receive from the Board the difference between the allowance paid him under the act and his regular contract salary computed on a daily basis for a period not to exceed fifty (50) total working days in any one year, provided however that this obligation shall terminate on the last working day for which the teacher is compensated for in the school year. Any absence under this provision shall not be charged against the teachers sick leave days, provided however that the teacher may, upon the expiration of the above Board provided benefit, elect to draw and use up sick leave from any accumulated allowance at the rate of the difference between the allowance paid him under the act and his regular contract salary computed on a daily basis for a period of time that funds from his accumulated sick leave bank will provide.

ARTICLE XIII - CONFERENCES AND CONVENTIONS

- A. The Board and the Association agree that it is desirable for teachers to have an opportunity to participate in in-service education, in professional organizations of the areas of their specialization and in conferences and/or conventions of an educational nature.
- B. Guidelines for in-service education including participation in conferences and/or conventions:
1. The staff should be encouraged to join and participate in professional organizations and meetings.
 2. Membership in the sponsoring organization is required of the employee making application to attend a conference and/or convention unless there is no difference between member and non-member registration fees.
 3. State or national conference and/or convention participation should be limited to those persons who expect to continue their services in Farmington the following year.
 4. Request for conference and/or convention participation should be routed through the immediate supervisor to the assistant superintendent in charge of instructional personnel. Permission is to be governed by:
 - a. The availability of substitutes
 - b. The consideration of building situations which would be created by granting several concurrent or consecutive requests, unless the conference and/or convention is on a weekend or during a holiday.
 - c. The possible effect on specially scheduled programs or extra-curricular activities.
 - d. The number of conferences and/or conventions previously attended.
 - e. Availability of funds for this purpose.

ARTICLE XIII - CONFERENCES AND CONVENTIONS

B. (continued)

5. The number of designated delegates to attend any national and/or regional conference and/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 and/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.
8. Financial Arrangements
 - 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 and/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 and/or convention, reimbursement of individual expenses may be made 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 (30) days after the conference and/or convention.
 - c. No loss of regular salary to teachers attending such approved conferences and/or conventions.

ARTICLE XIII - CONFERENCES AND CONVENTIONS

B. (continued)

9. Conference Reports

- a. Upon returning from a conference and/or convention, a participant will submit to the superintendent an evaluation report on the standard form secured from his immediate supervisor.
- b. Reimbursement requests will be made on the standard form secured from the immediate supervisor and submitted to the assistant superintendent in charge of instruction.
- c. The above forms will be developed by the Board with the Association participating.

- C. At the request of the Association, the Board will consider (within funds available) making arrangements for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so. If credit is to be earned, teachers will pay cost of tuition.

ARTICLE XIV - 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, as shown in Appendix A.
3. The calendar for the 1967-68 school year is shown in Appendix A.

It is agreed that in the event the Board is unable prior to June 14, 1968 to meet the agreed upon schedule and provide the 180 days in paragraph 2 above because of teacher work stoppages the Board may, after consultation with the Association, schedule additional student instruction days subsequent to the above date as may be needed to meet the requirement of paragraph 2 above without additional compensation to teachers.

4. Teachers will have eight workdays without children for such purposes as:

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

5. Regulations governing the use of the eight teacher workdays shall be as follows:

- (a) The two days following Labor Day shall be used for opening staff meetings. The schedule for these meetings will be the responsibility of the Board. The Association will be encouraged to appoint a committee to work with the administration in planning the schedule. It is agreed that adequate time shall be provided for teachers to work in their classrooms in preparation for the opening of school.
- (b) Two days shall be provided for Teacher's Institute as designated by the Superintendent of Public Instruction.
- (c) Two days at the close of the first semester shall be used as follows:

ARTICLE XIV - SCHOOL CALENDAR

- (1) Elementary - one day for in-service workshops; one day for records and building meetings.
- (2) Secondary - the two days will be used for correcting final examinations, making students, completing records and building meetings.
- (d) Two days at the close of the second semester shall be used for:

- Correcting final examinations (secondary)
- Making report cards
- Taking inventories
- Completing all records and reports
- Preparing rooms for close of school
- Building meetings

6. Teachers will be paid for the following four holidays:

- Labor Day
- Thanksgiving
- New Years Day
- Memorial Day

7. Teachers will be granted eight paid vacation days including the Friday after Thanksgiving and the *Friday after Memorial Day.

*It is agreed that in those years that Memorial Day falls on a Tuesday or Thursday, school will be closed on the corresponding Monday or Friday. When Memorial Day falls on Monday, Wednesday or Friday, school will be closed only one day for the Memorial Day recess.

8. Summary

Classroom Instruction	180 Days
Workdays (without children)	8
Holidays	4
Vacation Days	<u>8</u>

TOTAL 200 Days

9. 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:

- (a) Government stipend or grant.
- (b) Any other grant that stipulates a specific school starting time.

ARTICLE XV - ADDITIONAL TEACHING ASSIGNMENTS

PRACTICE TEACHING PROGRAM

The Board and the Association agree that it is desirable to provide good laboratory experience for student teachers under experienced and competent teachers.

In order to provide such practice teaching experiences in Farmington, it is agreed:

- A. The requirements for Farmington teachers who will serve as Supervising Teachers shall be:
 - 1. At least a bachelors degree with demonstrated ability in teaching.
 - 2. A desire to work with student teachers.
 - 3. Tenure status with a minimum of three years of teaching experience.
 - 4. In the event that the above requirements are in conflict with University requirements, the University requirements will prevail providing the F.E.A. will be so notified and a conference will be held with the University.
- B. No Supervising Teacher shall be required to have more than one student teacher in any one class per year.
- C. The Board agrees to not contract with any University for the placing of student teachers in Farmington unless the University will pay a minimum of \$25.00 for such service.
- D. The Universities will pay all funds for the services of Supervising Teachers to the Board of Education sending a copy of the voucher to the Association. At the end of each semester the Board of Education will distribute these funds to the supervising teachers who have participated on a pro-rata basis as determined by the Association.

ARTICLE XV - ADDITIONAL TEACHING ASSIGNMENTS

SUMMER SCHOOL

- A. In the event a summer school program is authorized by the Board, teachers will be advised of anticipated vacancies in positions for such a program.
- B. Applications will be available through the office of the Director of Summer School.
- C. In filling such anticipated vacancies the Board shall consider the qualifications of the applicant as well as the recommendations of the applicant's building principal or immediate supervisor and the Director of Summer School. Whenever two or more teachers apply for a summer school teaching position and in the opinion of the superintendent their qualifications are equal or similar, preference shall be given to the applicant with the greater length of service to the district.
- D. All teachers appointed to summer school positions shall be compensated at the rate of \$5.25 per hour. Teachers shall be compensated for 15 minutes preparation time before and 15 minutes preparation time after school.
- E. When the 4th of July falls on a school day, school shall be closed and the teachers shall receive compensation for that day at his regular daily rate. When the 4th of July falls on Tuesday or Thursday, school will be closed on the corresponding Monday or Friday and teachers shall receive compensation for that day at his regular daily rate.
- F. It is the responsibility of all summer school teachers to honor Board policies and administration regulations not in conflict with the terms of this Agreement.
- G. The only other provision of this Agreement which shall apply to summer school teachers is Article XII , Teacher Protection, Section A through G. It is further understood that the teacher shall have recourse to the grievance procedure for alleged violations of this Article and Article XII, Section A through G.

ARTICLE XV - ADDITIONAL TEACHING ASSIGNMENTS

DRIVER EDUCATION (After School and Saturdays)

- A. In the event that the Board of Education authorizes a driver education program after school hours and on Saturdays, teachers will be advised of anticipated vacancies.
- B. Applications will be available through the office of senior high school principals.
- C. In filling such anticipated vacancies the Board shall consider the qualifications of the applicant as well as the recommendations of the applicant's building principal or immediate supervisor. Whenever two or more teachers apply for a vacancy, and in the opinion of the superintendent their qualifications are equal or similar, preference shall be given to the applicant with the greater length of service to the district.
- D. All teachers appointed to such driver education positions shall be compensated at the rate of \$5.25 per hour when the assignment is not part of the teacher's regular working day.
- E. It is the responsibility of all such driver education teachers to honor Board policies and administrative regulations not in conflict with the terms of this agreement.
- F. The only other provision of this agreement which shall apply to such driver education teachers is Article XII, Teacher Protection, Section A through G. It is further understood that the teachers shall have recourse to the grievance procedure for alleged violations of this Article XII, Sections A through G.

ARTICLE XVI - GRIEVANCE PROCEDURE

- A. A grievance is a matter involving an alleged violation of this Agreement.
- B. Any teacher having a problem and/or a grievance may discuss the matter with the school principal during non-teaching hours, with the object of resolving it informally. The Association building representative or executive secretary may also be present, if requested.
- C. In the event the matter is a grievance and is not satisfactorily resolved, the following procedure shall be followed:
 - 1. Step One. The grievance shall be reduced to writing within ten (10) school days after the occurrence of the alleged violation, 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 after receipt of the written grievance, 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 teacher may request assistance from the Association to aid him or represent him in presenting his grievance, if he so desires. The appeal shall be in writing, shall specify the article(s) and section(s) 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 not more than two Association representatives a reasonable opportunity to be heard in the presence of the superintendent or his designee, and not more than two other administrators, and render his decision in writing. A copy of his decision shall be delivered to the teacher involved, the Association, and the school principal.

ARTICLE XVI - GRIEVANCE PROCEDURE

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.
 - 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 the Association representatives 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, and to the school superintendent.
4. Step Four.
 - a. If the grievance is not resolved in Step 3 of the grievance procedure, and if it involves an alleged violation of a specific article and section of this agreement, it may within twenty (20) school days after the Board's decision in Step Four, be appealed to mediation under Act 379, Public Acts of 1965. Such appeal shall be in writing, with copies to the Mediation Board and the other party, within the said twenty (20) day period. If the grievance is not appealed within the applicable time period, it shall be deemed abandoned.
 - b. If the grievance is not resolved by mediation, it may within twenty (20) school days after the mediation session(s) be appealed to fact finding under Act 379, Public Acts of 1965. Such appeal shall be in writing, with copies to the State Labor Board and the other party, within the said twenty (20) day period. If the grievance is not appealed within the applicable time period, it shall be deemed abandoned.
- D. If a grievance arises which affects a group of teachers or the bargaining unit as a whole, the Association may submit such grievance in writing within the time specified in Step One to the superintendent directly, and the processing of such grievance shall be commenced at Step Two. The grievance shall specify the teachers or group of teachers involved.

ARTICLE XVI - GRIEVANCE PROCEDURE

- E. Any appeals not processed within the applicable time periods shall be considered settled on the basis of the last answer given by the respective school authority. Any grievance not answered by the respective school authority within the time limits prescribed in this Article may be processed to the next step of the grievance procedure.
- F. 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. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
- G. No back pay shall be awarded for any period to thirty (30) days before the date of filing of a written grievance. No claim for back wages shall exceed the amount of wages the teacher would otherwise have earned at his regular rate. Any settlement of a back pay claim shall be limited to the amount of wages the employee would otherwise have earned from his regular employment with the District less any wages earned during the time he is off work.
- H. Forms for filing grievances shall be jointly prepared and given appropriate distribution by the superintendent so as to facilitate operation of the grievance procedure.
- I. All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.
- J. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - a. The termination of services of or failure to re-employ any probationary teacher.
 - b. The placing of a non-tenure teacher on a third year of probation.
 - c. Any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan, as amended).

ARTICLE XVI - GRIEVANCE PROCEDURE

- K. Grievances arising under this article shall be processed during non-teaching hours. For the purposes of this article, non-teaching hours shall mean the time before school begins for pupils, and after school ends for pupils, and during a teacher's lunch period.
- L. Within three weeks following the opening of school, the Association shall certify in writing the names and positions of Association officials and building representatives. After said period the board shall not recognize any Association official or representative until his name has been so certified.
- M. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

ARTICLE XVII - PROFESSIONAL STUDY COMMITTEE

There is hereby established a Professional Study Committee composed of four members selected by the Board or its designated representative and four members of the Association. The Professional Study Committee is charged with reviewing curriculum and various educational problems agreed upon by both parties and setting priorities of dealing with these problems.

In addition, the committee shall establish the subcommittees or other organizational structure necessary for study of such problems.

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

ARTICLE XVIII - 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 XIX - 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 XX - NEGOTIATION PROCEDURES

- A.
1. Not later than March 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. 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 as provided in Article II.
 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 subjects of collective bargaining, 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 XXI - MISCELLANEOUS PROVISIONS

- A. Individual contracts entered into between teachers and the Board shall be subject to and consistent with the terms and conditions of this Agreement.
- B. This Agreement shall supersede any policies, rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- C. This Agreement is subject in all respects to the laws of the State of Michigan, 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.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed and hereafter employed.

ARTICLE XXII - DURATION OF AGREEMENT

This Agreement shall be effective as of _____
and shall continue in effect until the 31st day of August, 1968.
This Agreement shall not be extended orally and it is expressly
understood that it shall expire on the date indicated. If either
party desires to terminate this Agreement, it shall, at least
sixty (60) days prior to August 31, 1968, give written notice of
termination.

X

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By _____
Sharon Maher, President

By _____
Herbert R. Neal, President

By _____
Kay Youngblood, Secretary

By _____
George W. Otis, Secretary

By _____
C. B. Shewbridge, Chairman
Negotiating Committee

By _____
Marvel C. Eberly,
Negotiating Committeeman

By _____
Gene S. Syverson,
Negotiating Committeeman

By _____
Robert W. Neuhauser,
Negotiating Committeeman

By _____
Norman Luebke,
Negotiating Committeeman

APPENDIX A - SCHOOL CALENDAR

FARMINGTON PUBLIC SCHOOL DISTRICT

1967 - 1968

September	4,	LABOR DAY
September	5, 6	OPENING STAFF MEETINGS
September	7,	SCHOOLS OPEN - ALL GRADES
November	2, 3	TEACHERS' INSTITUTE
November	23, 24	THANKSGIVING RECESS
December	22	CHRISTMAS VACATION (close of day)
January	2	SCHOOL REOPENS
January	24, 25 P.M. 26 Full Day	SCHOOLS CLOSED FOR FINAL EXAMINATIONS, RECORDS AND IN-SERVICE WORKSHOPS
January	29	SECOND SEMESTER BEGINS
April	11	SPRING VACATION BEGINS (close of day)
April	22	SCHOOL REOPENS
May	30, 31	MEMORIAL DAY RECESS
June	11, 12 P.M. 13 Full Day	SCHOOLS CLOSED FOR FINAL EXAMINATIONS AND RECORDS
June	14	LAST DAY OF SCHOOL

APPENDIX B - 1 SALARY SCHEDULE 1967 - 68

FARMINGTON PUBLIC SCHOOL DISTRICT

<u>Yrs. of Exp.</u>	<u>A. B. Degree</u>	<u>A. B. + 20</u>	<u>M. A. Degree</u>	<u>M. A. + 15</u>	<u>Ed. Sp. Degree</u>
0	6200.00	6533.00	6700.00	6950.00	7200.00
1	6550.00	6883.00	7050.00	7300.00	7550.00
2	6900.00	7233.00	7400.00	7650.00	7900.00
3	7250.00	7617.00	7800.00	8050.00	8300.00
4	7600.00	8000.00	8200.00	8450.00	8700.00
5	8000.00	8400.00	8600.00	8850.00	9100.00
6	8400.00	8867.00	9100.00	9350.00	9600.00
7	8800.00	9333.00	9600.00	9850.00	10100.00
8	9200.00	9800.00	10100.00	10350.00	10600.00
9	9600.00	10300.00	10650.00	10900.00	11150.00
10	10100.00	10867.00	11250.00	11500.00	11750.00

APPENDIX B-2 - SPECIAL ASSIGNMENTS

The additional salary paid for special assignments will be determined by applying the percentage factor as shown in the table attached 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.

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 - boys	9.0%
Gymnastics - girls	2.0%
Volley Ball - girls	2.0%
Trainer	6.5%
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%
Wrestling - Head	5.5%

APPENDIX B-2 - SPECIAL ASSIGNMENTS (continued)

OTHER EXTRA DUTIES - SENIOR HIGH SCHOOL

Senior Class Advisors (Head)	3.0%
Girls Athletic Association	6.0%
Cheerleading	4.0%
Intra-mural	2.0%
Band	8.0%
Orchestra	8.0%
Vocal	8.0%
Debate	4.0%
Dramatics	3.5%
Forensics	2.0%
School Paper	4.0%
Annual (if work is done outside school hours)	4.0%

OTHER EXTRA DUTIES - JUNIOR HIGH SCHOOL

Girls Athletic Association	6.0%
Intra-mural	2.0%
Cheerleading	3.0%

ELEMENTARY

Consultants	4.5%
Librarians (Teacher)	5.0%
Head of Safety Patrol or Service Squad	3.0%

SPECIAL EDUCATION ASSIGNMENTS

Saturday Testing Program - Hourly Rate \$5.25 (Counselors)	4.5%
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