

File

Aug. 31, 1970

Farmington

A G R E E M E N T

between

BOARD OF EDUCATION of the FARMINGTON PUBLIC SCHOOL DISTRICT

and

FARMINGTON EDUCATION ASSOCIATION

1969 - 1970

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ERRATA SHEET TO AGREEMENT between BOARD OF EDUCATION of the FARMINGTON
PUBLIC SCHOOL DISTRICT and FARMINGTON EDUCATION ASSOCIATION 1969-1970.

ARTICLE I - A (Page 2)

Insert the words "assistant principals" between principals, administrative
interns.

ARTICLE III - F (Page 8) should read as follows:

"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 the teachers will
report for work at the regular time or as soon thereafter as road conditions
in each individual teacher's situation permit, unless they are notified
not to report. Teachers shall be notified - in the same manner as school
closings are announced - if a building is not accessible.

ARTICLE IV - B (Page 9)

Insert the word "reasonable" between the words enforce and rules.

ARTICLE VI - (Page 15) Add:

O. In the event a pay period ends during a scheduled holiday, checks will
be issued on the last school day preceding the holiday.

AGREEMENT

This AGREEMENT made and entered into this day of _____, 1969, 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 administration and 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 recognizes the Farmington Education Association as the exclusive and sole bargaining representative, as defined in Section II 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, diagnosticians, psychologists, school social workers, counselors, department chairmen - but excluding substitute teachers and adult education teachers, the superintendent, assistant superintendent of instruction, business manager, director of administrative services, 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, director of vocational education, principals, administrative intern and administrative assistants 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, unless otherwise specified in the agreement, 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.
- 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 Board's Business Office.
 2. Authorizations must be filed with the Board's Business Office one (1) week prior to the second scheduled pay day of the month the first deduction is to be made.
 3. 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. For those teachers beginning employment after September 15, dues shall be deducted in an equal amount from one regular pay check each month ending in June each year.
 4. Authorizations once filed with the Board's Business Office shall continue in effect until revoked by the teacher, on a form available from the Association, and filed with the Board's 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.

ARTICLE I - RECOGNITION AND DUES DEDUCTION - cont'd

5. The Board will reimburse any teacher for deductions made in excess of the proper deductions, unless the dues have been transmitted to the Association, in which case the Association agrees to reimburse the teacher.
6. 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.
7. Dues deducted shall be transmitted to the Association on a prompt basis, but not less than monthly, along with an alphabetical list of employees from whom deductions are made.

The Association will be responsible for disbursement of the Michigan Education Association and National Education Association dues paid to it, to the treasurers of those organizations.

- E. All teachers - as a condition of satisfactory service - shall pay united association membership dues or representation fees by one of the following plans:
1. Sign and deliver to the Board - within thirty (30) days of the commencement of employment - an assignment authorizing payroll deductions of said dues which shall remain in effect from year to year unless revoked between June 1 and September 1, or:
 2. Pay directly to the Association said united membership dues:
 3. Sign and deliver to the Board an assignment authorizing deduction of representation fees equivalent to united membership dues within thirty (30) days of the commencement of employment.
- F. The refusal of the teacher to contribute to the costs of negotiation and administration of this and subsequent agreements as herein required is recognized by the parties as reasonable and just cause for disciplinary action. In the event a teacher has not - by the end of a school year - contributed in accordance with one of the three plans above and provided written notice thereof has been given to the teacher and the Board by the Association sixty (60) days prior to the end of the school year, the Board agrees to discipline the teacher as follows: Such teacher shall remain at the same total salary amount until such time as he meets the conditions of this Agreement. If, in a subsequent year, he meets the conditions of this Agreement, he shall be placed on the salary schedule then in effect but shall have permanently lost the experience credit used to calculate the salary step for the year or years he was in violation of this Agreement.

ARTICLE I - RECOGNITION AND DUES DEDUCTION - cont'd

G. 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, at the discretion of, as determined by, at the will of ---" or similar terms are 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 director of buildings and grounds at least twenty-four (24) hours in advance. Small committee meetings or building meetings of the FEA may be held without a permit providing they do not interfere with or disrupt school operations. No meeting shall be held at any time 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 Association material posted or placed in teachers' mail boxes shall be identified as to its source. A copy will always be furnished to the principal.

Pupils shall not be involved in the delivering of Association's 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 written Board policies and written Administrative regulations not in conflict with the provisions of this Agreement.

D. 1. 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, 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 disrupt school operations.

2. With advance notice, any Association member may leave their building at the conclusion of the students' day for Association meetings, provided that this leaving does not interfere with nor disrupt school operation.

ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES - cont'd

These meetings shall be the following:

- a. FEA Executive Board Meeting.
 - b. Human Relations Committee or any other committees set up in cooperation with the Board or Administration.
 - c. FEA general or Bargaining Unit meetings not to exceed five (5) in any year.
3. Association business may be conducted during working hours, provided it does not interfere with nor disrupt school operation. Such business should be reasonable in length and should not interrupt classes. School telephones may continue to be used for Association business providing such use does not interfere with or interrupt school business.

E. 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.

F. The Board will make available to the Association all public information, including the following (which shall be sent to the Association when they become available):

1. Agendas and minutes of all Board meetings.
2. Annual and monthly financial reports and audits.
3. Budgets and budget revisions.
4. Student membership and census data.
5. Projected data:
Financial resources.
School population.

The Board will make available to the Association, as soon as possible, and no later than the end of the second week of school, the names of teachers in the bargaining unit and the building to which they are assigned. Changes throughout the year shall be made available to the Association at the end of each month.

G. 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.

H. In the event the Association is desirous of sending representatives to local, state or national conventions, workshops and conferences, conducted by the MEA or NEA, representatives shall be granted released time provided that said request for leave has been submitted to the superintendent through the Association. When these days accumulate beyond thirty (30) in any school year, the Association will reimburse the District for the substitute's pay.

ARTICLE III - TEACHER RIGHTS AND RESPONSIBILITIES

- A. Individual teachers shall have the right to use 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 written Board policies and written Administrative regulations not in conflict with the provisions of this Agreement.
- D. A telephone message taking device will be provided by the Board. Teachers will report their impending absence at any time up to 6:30 am. After 6:30 am - until one hour before the reporting time for any individual teacher - the teacher shall call the substitute office. The teacher shall state his name, school, grade and/or subject.

An unlisted number will be given to all teachers for this purpose and it shall be the obligation of all teachers to keep it confidential.

In each school the principal and his staff will develop a procedure so that the principal will know at the beginning of each school day if a group of students is unsupervised.

The entire substitute calling procedure will be evaluated at the end of the 1969-70 school year to determine if the procedure is acceptable to all parties concerned, and if not, to determine what changes are needed.

It is the teacher's responsibility to have adequate, written lesson plans available for the next school day. The written lesson plans will be prepared in a book provided by the Board of Education. The Board, Administration and Association will continue to encourage long range planning by the teacher.

The teacher shall call his building principal before 2:30 pm 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 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.

ARTICLE III - TEACHER RIGHTS AND RESPONSIBILITIES - cont'd

- 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 the teachers will report for work at the regular time or as soon thereafter as road conditions in each individual teacher's situation permit - in the same manner as school closings are announced - if a building is not accessible.
- G. It is the responsibility of the teacher to see that he is properly certified and meets all qualifications of the position for which employed.
- 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 reprimanded or disciplined, upon request - he may have an Association representative present. 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. The action shall be appropriate to the offense and uniformly administered. Reasonable and just cause shall include among other causes:
- 1. Incompetence
 - 2. Insubordination
 - 3. Immorality
 - 4. Any violation of the terms of this Agreement
- Unless it adversely affects his professional performance and/or reputation, the private and personal life of any teacher is not within the appropriate concern or attention of the Board.
- K. Factual information in possession of the Board which involves 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.
- L. All teachers agree to notify the Board as soon as possible of their intention not to continue employment with the District.

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 educational policy; the operation of the school; the management and control of school properties, facilities, grades and courses of instruction; and the selection, direction, transfer, promotion, discipline or dismissal of all personnel.

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 terms of this Agreement.

B. It is mutually agreed that the Board retains the right to establish and equitably enforce rules and regulations which relate to the professional duties of the teacher. Copies of these rules and regulations will be made available upon request to the Association.

C. 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.

D. The Board shall provide the Association with a copy of all job descriptions of members in the bargaining unit on or before September 15 or as they are prepared.

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. Any teacher who is assigned or volunteers to supervise student activities outside regular school hours shall be paid at a rate set forth in Appendix B. Such assignments shall include:
 - a) Dances
 - b) Student fairs and related activities
 - c) Music programs
 - d) Athletic events
 - e) Club sponsored events, excluding regular club meetings
 - f) Other similar student activities

but excluding items specified in paragraph 3 below.

Payments for such activities shall not be funded from the student organization finances.

3. The teachers recognize that their responsibilities to their students and 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. Building meetings - as necessary - for the efficient functioning of the educational program of the school
 2. System-wide meetings - when necessary - for the efficient functioning of the educational program of the district - including grade level and departmental meetings.
 - d) Annual Open House

Participation by teachers in activities of the school that are attended by the public - such as PTA meetings and Student Performances and Activities - 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.

ARTICLE V - WORKING AND TEACHING CONDITIONS - cont'd

5. Lunch Period.

- a) Elementary - each teacher (elementary) shall have a duty free continuous lunch period of at least 45 minutes.
- b) Secondary - each secondary teacher shall have a duty free continuous lunch period of at least 25 minutes.
- 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 and/or Preparation Periods.

- a) Secondary - each secondary teacher shall be scheduled with a conference and/or preparation 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 conference and/or preparation time during which their entire class is receiving instruction from other personnel, with the following exceptions:
 - 1. In order to acquire the concepts necessary to integrate art and music into other subject areas, the non-tenure teachers will remain in the classroom with the art and music consultant until the substance of the lesson has been presented to the students.
 - 2. Since art and music are taught by the consultant and classroom teacher as a team, the tenure teacher will remain in the classroom with the art and music consultant when a new concept is being introduced or a program is being prepared.
 - 3. The classroom teacher may, if he chooses, remain in the classroom during the time described in paragraphs 1 and 2 above.
- c) Each elementary teacher shall be scheduled with a conference and/or preparation and planning period of thirty (30) consecutive minutes each day.

7. Class size.

- a) The Board and the Association agree that it is desirable to establish class loads of reasonable size, but recognize that it is not possible to do so in all cases. The following guidelines for maximum class sizes are to be the goals which the Board agrees to work toward reaching within the limitations of funds, school hours, facilities and availability of qualified staff:
 - 1. Elementary (K-6) - Maximum average per teacher on a district-wide basis twenty-eight point five (28.5) students per teacher.

Teachers will be assigned to elementary buildings in sufficient number to keep the average per room - in any one building - thirty (30) or under, provided classrooms are available.

ARTICLE V - WORKING CONDITIONS - cont'd

2. Secondary (7 - 12) - Reasonable effort shall be made to keep the maximum average class size at thirty (30) students or less per teacher in academic areas.

The number of students assigned to laboratory facilities should not exceed the number the laboratory is designed to serve.

Maximum average per teacher on a district-wide basis twenty-eight point five (28.5) students per teacher.

3. Special Education - The maximum class size and consultant case loads shall not exceed the maximum standards established by the Michigan Department of Education.

4. Guidance Counselors - Case loads for counselors shall be limited to a ratio pursuant to North Central regulations.

5. Eighteen (18) teacher aides shall be provided for kindergarten and primary one (1). This program shall be completely implemented by December 1, 1969. When Woodcreek is opened for operation, an aide will be provided.

6. There shall be two committees each consisting of three (3) teachers appointed by the FEA and three (3) administrators appointed by the Board, to study:

- a) The development of a five class per teacher Junior High load.
- b) The development of an elementary counselor program.

The members of the committees shall be appointed within one month of the signing of this contract, and the first meeting shall be called by the Superintendent or his designated representative within two weeks of the appointment of the total committees.

The meetings of these committees shall be held on school time. A final recommendation shall be made to the Board on or before February 1, 1970. Final action on the recommendations of these committees shall be taken on or before March 15, 1970.

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 in reasonable quantity.
- f) Keys to a locked personal storage space for each teacher.
- g) Filing space.

ARTICLE V - WORKING AND TEACHING CONDITIONS - cont'd

2. The Board agrees to continue to work toward providing instrumental music teachers, visiting teachers, school social workers, speech correctionists and reading consultants with instructional space in school buildings.
3. Faculty work areas shall continue to be made available to the staff which contain typing, duplicating equipment and supplies 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 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. Private telephone facilities shall be made available to teachers for their reasonable 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 properly equipped and maintained.
7. Upon the request of the staff in each building, vending machines will be installed in the staff 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. In an extreme emergency preventing determination by the supervisor, the teacher will make the decision.
10. Teachers shall not be required to drive school buses as part of their regular or special assignment.
11. Teachers shall not be required - but may volunteer - to act as substitute teachers.

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 (5) 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 (40).
- D. The teacher's daily salary shall be determined by dividing his weekly salary by five (5).
- 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 \$0.10 per mile for approved use of the teacher's automobile on school business.
- G. In order to qualify for additional compensation on the AB+ schedule and the MA+ schedule (Appendix B) the following conditions are required:
 - 1. ONLY graduate semester hours earned - after certification - will be counted.
 - 2. Semester hours credited should be approved in advance by the superintendent or his designee. Past semester hours credit may be submitted for approval by the superintendent.
 - 3. Official transcript showing graduate credits required for additional compensation must be furnished by the teacher to the superintendent by the end of the first month of the semester in which compensation is to become effective.
- H. Employee Insurance - LIFE - The Board will provide for each full time contract teacher term life insurance protection in the amount of \$7,500.00. Such life insurance to become effective thirty (30) days after the signing of the Agreement. The Board will determine the Carrier for such insurance. New employee insurance shall become effective when insurance company's requirements are met.
- I. HOSPITALIZATION - The Board agrees to pay 100% of all full time employees' medical and hospital insurance coverage, full family coverage, for teachers for whom this will not constitute duplicate coverage.

Employees not eligible for family coverage shall be entitled to single subscriber coverage. This amount may - at the teacher's option - be applied as follows:

- 1. Individual or Family Blue Cross - Blue Shield of the type presently offered by the Board - Master Medical, no X-Ray cost (ML).

ARTICLE VI - COMPENSATION - cont'd

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.

New employee insurance shall become effective when insurance company's requirements are met.

J. INCOME PROTECTION - The Board agrees to provide 100% of the cost of insurance coverage to all regular full time contract teachers desirous of participating to protect against long term and permanent disability.

Said coverage shall begin after ninety (90) working days of disability and provide benefits of 50% of the teacher's regular contract salary computed on a daily basis until age sixty-five (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-rata basis at the rate of the difference between his insurance benefit and his regular contract salary computed on a daily basis.

The Carrier shall be determined by the Board and such insurance shall become effective thirty (30) days after insurance company's requirements are met.

Teachers drawing Workmen's Compensation, Article XII, Section F, will not draw the benefits of Article VI, Section J, when Article XII, Section G applies.

New employee insurance shall become effective when insurance company's requirements are met.

K. RETIREMENT BENEFIT - Upon retirement, a payment of \$100.00 per year of service - up to thirty (30) years - in the Farmington Public Schools shall be paid. Retirement must be based on the Michigan Public Schools retirement plan to qualify for this retirement benefit; and provided further, that the teacher shall have been employed in the Farmington Public School District for at least ten (10) years.

L. Deductions from pay shall be clearly identified and itemized in writing on the check itself or an attached notice.

M. Refunds for errors or over-deductions shall be made within four (4) weeks from the date the error or over-deduction is detected.

N. Teachers may continue to elect a twenty-one (21) or twenty-six (26) pay plan. Changes in plan may be made until prior to the first day of August.

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 (2) years continuous employment by the school district immediately prior to such leave of absence.
3. A first extension of health leave shall be granted upon the recommendation of a physician. A further extension of 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. Starting with the 69-70 school year if a teacher has been employed at least forty-six (46) working days of a semester, experience credit for the semester will be allowed.
 - b) Unused sick leave as held at the start of the leave.
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. Notice of Intent to Return is the responsibility of the individual. In the event such Notice is not received, the Board has the discretion to interpret this as a 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. Re-employment will be conditioned by the availability of an opening for which the individual is qualified - according to North Central and Board of Education requirements - in either their major or minor field. In the event no position exists for which he is qualified according to these provisions, he will be offered a regular teaching contract as a substitute.

B. MATERNITY LEAVE

1. Eligibility for a maternity leave of absence requires a minimum of two (2) years continuous employment by the School District immediately prior to such leave of absence.

ARTICLE VII - LEAVE POLICIES - cont'd

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 third (3rd) month prior to the expected birth if a physician's statement is furnished certifying her fitness to perform her tasks, and provided further that - at the discretion of the Board - upon a physician's approval, the teacher may be allowed to continue further.
3. A first and second extension of Maternity Leave shall be granted annually upon request thirty (30) days prior to the termination of the present annual leave. A further extension of Maternity Leave 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. Starting with the 69-70 school year if a teacher has been employed at least forty-six (46) working days of a semester, experience credit for the semester will be allowed.
 - 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. Notice of Intent to Return is the responsibility of the individual. In the event such Notice is not received, the Board has the discretion to interpret this as a resignation.
6. Re-employment will be conditioned by the availability of an opening for which the individual is qualified - according to North Central and Board of Education requirements - in either their major or minor field. In the event no position exists for which he is qualified according to these provisions, he will be offered a regular teaching contract as a substitute.
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 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.

C. ELECTIVE PUBLIC OFFICE

1. Eligibility for an elective public office leave of absence requires a minimum of two (2) years continuous employment by the School District immediately prior to such leave of absence.

ARTICLE VII - LEAVE POLICIES - cont'd

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 shall be granted - if required by a single term of office being served.
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. Starting with the 69-70 school year if a teacher has been employed at least forty-six (46) working days of a semester, experience credit for the semester will be allowed.
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. Notice of Intent to Return is the responsibility of the individual. In the event such Notice is not received, the Board has the discretion to interpret this as a resignation.
6. Re-employment will be conditioned by the availability of an opening for which the individual is qualified - according to North Central and Board of Education requirements - in either their major or minor field. In the event no position exists for which he is qualified according to these provisions, he will be offered a regular teaching contract as a substitute.

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) Re-employment will be conditioned by availability of an opening for which the individual is qualified - according to North Central and Board of Education requirements - in either their major or minor field. In the event no position exists for which he is qualified according to these provisions, he will be offered a regular teaching contract as a substitute.
 - f) In the event of re-employment, the following provisions shall apply:

ARTICLE VII - LEAVE POLICIES - cont'd

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. If there is a difference between this agreement and the laws of the United States and/or Michigan regarding Military Service, the Federal or State law will prevail.

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

1. Eligibility for a leave of absence to serve as an elected officer of M.E.A. at the state level or of the N.E.A. at the national level, requires a minimum of two (2) 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 1 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 shall be granted - if required by a single term of office being served.
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. Starting with the 69-70 school year if a teacher has been employed at least forty-six (46) working days of a semester, experience credit for the semester will be allowed.
 - b) Unused sick leave as held at the start of the leave of absence.
5. An employee on 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. Notice of Intent to Return is the responsibility of the individual. In the event such Notice is not received, the Board has the discretion to interpret this as a resignation.
6. Re-employment will be conditioned by availability of an opening for which the individual is qualified - according to North Central and Board of Education requirements - in either their major or minor field. In the event no position exists for which he is qualified according to these provisions, he will be offered a regular teaching contract as a substitute.

ARTICLE VII - LEAVE POLICIES -- cont'd

F. PEACE CORPS AND VISTA

1. Eligibility for a Peace Corps and/or Vista leave of absence requires a minimum of two (2) 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 duty in the Peace Corps and/or Vista. 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 at the will of the Board. All extensions requested during the term of this contract shall be granted - if required - by the single term the teacher is serving.
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. Starting with the 69-70 school year if a teacher has been employed at least forty-six (46) working days of a semester, experience credit for the semester will be allowed.
 - b) 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. Notice of Intent to Return is the responsibility of the individual. In the event such Notice is not received, the Board has the discretion to interpret this as a resignation.
6. Re-employment will be conditioned by the availability of an opening for which the individual is qualified - according to North Central and Board of Education requirements - in either their major or minor field. In the event no position exists for which he is qualified according to these provisions, he will be offered a regular teaching contract as a substitute.

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 to duty and having successfully served the first two weeks of their contract, regular full time teachers will be credited with twelve (12) annual sick leave days for that contract year.

Teachers who do not have sufficient leave days in their bank to cover an illness during the first two weeks of the school year and have a pay deduction resulting therefrom, will be reimbursed from the subsequent sick days credited at the end of their two weeks of service.

ARTICLE VII - LEAVE POLICIES - cont'd

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 forty-five (145) days. Each teacher shall be notified on the first pay date in November of each year the number of sick leave days in his bank at the start of school.
3. The teacher may use his annual and cumulative sick leave for religious holidays and for death or illness in the immediate family.
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 own expense - require an examination by an independent physician.
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 recommendation of the superintendent, the Board - in strict confidence and for good and sufficient cause - may at its expense, require the teacher to submit to mental or physical examination to determine whether involuntary sick leave is warranted.

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:

ARTICLE VII - LEAVE POLICIES - cont'd

- 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 pleasure.
2. This day may not be taken immediately preceding or following a holiday or school recess unless permission is requested and approved in advance as far as is practicable. The teacher shall state the reasons for the use of such days; it is not intended that these days shall be used as an extension for a vacation.
 3. This policy provides that at the end of the school year, unused personal business days shall be added to the teachers' cumulated sick leave bank for possible future use in accordance with the sick leave article.
 4. 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 personal business leave.

I. SABBATICAL LEAVE

1. The Board shall grant to not more than one (1) percent of the teachers in the unit, sabbatical leave for professional improvement not to exceed one year.
2. Teachers on sabbatical leave shall receive fifty (50%) 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 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 intervening death or permanent disability 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. The Board will make effort to find a certified teacher. A teacher must have had at least seven (7) years of continuous service in the Farmington Public School District.

ARTICLE VII - LEAVE POLICIES - cont'd

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 may 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 proposed program and its relation to professional improvement will be furnished to the office of the assistant superintendent in charge of instruction before March 1st. Transcripts and/or proof of pursuit and successful completion of the program submitted will be furnished upon return to the system.
8. If more applications are received than can be accepted, priority will be given to teachers with the proposed program of the greatest value to the District.

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 teachers' 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.

A teacher served a subpoena to appear in court will be granted leave with pay for the time required.

- K. In case of absence for extreme emergency - not covered in this 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 the deduction of the full salary. At the discretion of the Board - other unpaid leaves of absence may be granted.

L. LEAVE POLICIES

The teacher elected president of the Association will be granted a leave of absence for the school year of his elected tenure of office.

ARTICLE VII - LEAVE POLICIES - cont'd

The Board will provide the following fringe benefits: Hospitalization, Life Insurance, Income Protection, Local Retirement, one year experience credit and all other benefits negotiated in Article VI.

The Association agrees to deposit one half of said teacher's salary in the Board of Education payroll account by the end of the first semester and the remainder by the end of the year. The Board agrees to handle all payroll procedures for the president while on leave.

While an employee is granted a leave of absence, he shall retain the following employment rights held by him before such leave was granted:

Accrual of seniority shall be granted.

Increments shall be added as if the employee had been in the school district employ during the time of such leave.

Unused sick leave held at the start of the leave shall be restored.

Upon return, the teacher shall be restored to his position or a position of like nature, seniority, status and pay.

ARTICLE VIII - DEPARTMENT CHAIRMEN

- A. 1. There shall be department chairmen appointed in the Secondary Schools. The number of schools a department chairman shall serve will depend upon the number of teachers in that department.

There shall be department chairmen in each building in the following areas: English, Social Studies, Science, Math.

Other subject area department chairmen may be assigned more than one building at the discretion of the Board.

2. The teachers in each department shall nominate a minimum of two teachers for each department chairmanship. The Administration will appoint the chairman from the list of nominees provided by the teachers. These appointments shall be made annually.
3. The chairman's supervisor shall not use his service as a chairman in his evaluation as a teacher.
- B. Qualifications of Department Chairmen.
1. Tenure.
 2. Demonstrated leadership ability.
 3. Recent graduate work in his subject area and/or curriculum (preferred).
 4. M.A. (preferred).
 5. Membership in a professional organization dealing with his subject area and/or curriculum development.
- C. If positions of elementary grade level or subject area chairmen are created, the provisions of this Article shall apply.
- D. 1. Department chairmen shall be compensated as provided in Appendix B-1, for the 1969-70 school year only.
2. The Board will make arrangements to provide one period released time for each chairman in the 1970-71 school year.

ARTICLE IX - TEACHER EMPLOYMENT AND ASSIGNMENT

- A. The Board establishes as a minimum requirement for initial employment of teachers the possession of a bachelor's degree and a Michigan elementary or secondary provisional certificate or the equivalent. If it is necessary to deviate from this policy, the deviation will be in accord with the Michigan Department of Education regulations.
- B. Teachers, other than newly appointed and substitute teachers, will be notified of their tentative programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, not later than June 1 whenever possible.

Those teachers who have not been notified by June 1 or whose programs have been changed shall be sent notification of their schedule as soon as possible. Teachers will have the option of accepting changes made after July 15 or resigning as soon as a replacement can be found.

- C. In order to assure that pupils are taught by teachers within their areas of competence, teachers will be assigned only within the scope of their teaching certificates and their major or minor fields of study, except temporarily and for good cause.
- D. In cases requiring a reduction of the teacher work force, the order of reduction shall be:
1. Temporary employees.
 2. Probationary teachers according to seniority. If a position cannot be filled with a certified teacher, in accordance with seniority, a teacher with lower seniority may be retained.
 3. Tenure teachers according to certification and seniority. If a position cannot be filled with a certified teacher, in accordance with seniority, a teacher with lower seniority may be retained.

Any teacher whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy in the school district, according to seniority, for which he is certified.

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 vacancies by giving fifteen (15) days 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 for a period of fifteen (15) days.
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.

B. TRANSFERS

1. 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.
2. Any teacher may request a transfer to a different building or position that is not currently vacant. Such application should be in writing and addressed to the Director of Personnel between February 1 and February 28. When such a vacancy occurs, these requests will be considered along with other applications.

C. INVOLUNTARY TRANSFERS

1. Since the frequent transfer of teachers from one school to another is disruptive of the educational process and interferes with the optimum teacher performance, the parties agree that involuntary transfer of teachers are to be minimized and avoided wherever possible.
2. If transfers are found to be necessary, the teacher will be notified and consulted by his principals as soon as practicable.

ARTICLE XI - TEACHER EVALUATION

- A. The work performance of all teachers shall be evaluated in writing by the teacher's principal, assistant principal or director. The administrative assistant may evaluate tenure teachers. 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 within the classroom for a reasonable number of consecutive minutes. The teacher is entitled to a dissenting opinion and/or to make a clarifying statement which shall be attached to the evaluation. All observations will be conducted openly and with the full knowledge of the teacher.
1. The work performance of all tenure teachers shall be evaluated at least once every three years.
 2. The teaching performance of probationary teachers shall be evaluated at least twice each school year, the first to be early in their first semester.
 3. The Board cooperatively through its administration and the Association, will constantly review and revise where necessary the evaluation forms used in the district.
 4. Teachers are encouraged to invite their supervisor to observe them when their classes are involved in activities that might not be seen on any other day.
 5. Teachers shall have the right to request an additional evaluation by another administrator from within the district.
- B. Where the word "average" is used in evaluations, its meaning shall be interpreted to the teacher; and efforts shall be made where necessary to standardize evaluation procedures throughout the District.
- C. The administration may allow an experienced teacher to observe and assist a beginning teacher upon the request of the beginning teacher and the consent of the experienced teacher.
- D. The Principal may request the department chairman to observe and assist a teacher after specifying the area of concern. The department chairman may assist a teacher in his department in self-evaluation.

Such evaluations and observations shall be for the teacher's improvement only and shall not be used for tenure or become part of the teacher's record.

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 seems necessary to the teacher in connection with handling of the incident by law enforcement and judicial authorities. Time lost by a teacher in connection with incidents described above will not be charged to the teacher unless the teacher is adjudged guilty or a judgment is rendered against him in connection with such assault and/or battery upon him in a court of competent jurisdiction from which no appeal has been taken.
- 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 written discipline policy in his building. The student will not be returned to the classroom until the teacher has been notified in writing of the action taken.
- D. Suspension of students from school may be imposed only by a principal or his designated representative.
- E. In the event a student's grade is changed, the administrator will consult with the teacher. If the teacher is not available, notification of the change will be sent.
- F. Any complaints or compliments by a parent of a student, or any person, directed toward a teacher which becomes a part of the teacher's personnel file, or public knowledge, shall be promptly called to the teacher's attention. 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.
- G. Any teacher absent due to injury or disease arising out of and in the course of his employment that entitles him to receive Michigan Workmen's Compensation benefits, shall receive from the Board the following benefits:
 - 1. For a period not to exceed sixty-five (65) total working days in any one year the difference in his regular contract salary, computed on a daily basis and the amount paid under the Workmen's Compensation Act, provided, however, that this obligation shall terminate on the last working day for which the teacher is compensated for in the school year and/or the expiration of the Workmen's Compensation Act benefits.

ARTICLE XII - TEACHER PROTECTION - cont'd

2. Any absence under this provision will not be charged against the teacher's accumulated sick leave.
3. Upon expiration of the Board provisions provided in one (1) above, the teacher may elect to use accumulated sick leave at the rate of difference between the allowance paid 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, computed on a daily basis.
4. Teachers covered by long-term disability insurance provided in Article VI, Section J, will not draw the benefits of Article XII, Section G when Article VI, Section J applies.

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 conferences and/or conventions participation should be limited to those persons who expect to continue their services in Farmington in 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 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.
 - b) The possible effect on specially scheduled programs or extra-curricular activities.
 - c) The number of conferences and/or conventions previously attended.
 - d) Availability of funds for this purpose.
- 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.

ARTICLE XIII - CONFERENCES AND CONVENTIONS - cont'd

C. FINANCIAL ARRANGEMENTS

1. 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.
2. 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.
3. No loss of regular salary to teachers attending such approved conferences and/or conventions.

D. CONFERENCE REPORTS

1. Upon return 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.
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.
3. The above forms will be developed by the Board with the Association participating.

E. IN-SERVICE

1. 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 in the Farmington Public Schools.
2. The tuition for all programs set up or planned by the Board or in cooperation with a university will be paid by the Board. In the event that the university makes an additional charge for credit, the teacher will pay the extra cost.

ARTICLE XIV - SCHOOL CALENDAR

- A. The teachers' contract year will be from September 2 through June 12 as shown in Appendix A.
- B. It is agreed that in the event the Board is unable prior to June 12, 1970, to meet the agreed upon schedule and provide the 180 days required for full state aid because of Association work stoppages, both parties will renegotiate the calendar to provide for such days.
- C. 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.
- D. Regulations governing teachers' workdays shall be as follows:
1. During teacher workdays in September, as shown in Appendix A, no district-wide departmental or general meetings will be held. A half-day elementary workshop may be held January 21, 1970.
 2. No more than one short building meeting will be held in each of the three work periods before the opening of school, between semesters and at the close of school. Such meetings will be scheduled so as not to interrupt work more than necessary.
 3. Teachers may leave on June 12 when their work is finished and they have checked out, and provided that teachers remain in their schools until 10:30 am in the senior highs; 11:00 am in the junior highs; and 11:30 am in the elementary schools. Report cards will be mailed.
 4. In any school where narrative progress reports are being used, students will be dismissed for one-half day the first and third period, so that the teacher may use this time for the written evaluation.
 5. School will be dismissed two (2) half days during the school year. These half days shall be used as building level meetings and shall be used for curriculum development.
- E. Teachers who will be teaching in Farmington for the first time are required to attend a pre-service workshop August 20, 1970. They will be paid one day's additional salary for attendance that day.
- F. Any teacher who is enrolled in and will be attending a University or College for summer study requiring him to be absent the last week of school or any part thereof, shall receive the difference between the cost of the substitute and his regular salary provided that the teacher furnishes the Board evidence that it is necessary to leave during this time period.

ARTICLE XV - ADDITIONAL TEACHING ASSIGNMENTS

A. Student 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 student teaching experience in Farmington, it is agreed:

1. The requirements for teachers who will serve as supervising teachers shall be:
 - a) Above average teaching ability.
 - b) A desire to work with student teachers.
 - c) Tenure status.
 - d) In the event the university requirements are higher, the university requirements will prevail, providing the FEA will be so notified and a conference will be held with the university.
2. No supervising teacher shall have more than one student teacher in any one class per year.
3. The Board agrees not to 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.
4. The universities will pay all funds for the student teaching program to the Board of Education. At the end of each semester the Board of Education will distribute the funds to supervising teachers who have participated, on a pro-rated basis as determined by the Association. The Board will provide: A list of supervising teachers, the number of weeks they had a student teacher, full or half days, and the amount due from the university for each.
5. Student teachers may be used as substitutes for only their supervising teachers, with the following qualifications:
 - a) The student teacher must have had a minimum of four (4) weeks experience in the classroom.
 - b) The principal shall consult with the supervising teacher concerning the ability of the student teacher to carry on normal classroom responsibilities.
 - c) The Board shall assume all legal responsibilities for the supervision of the student teacher.

ARTICLE XV - ADDITIONAL TEACHING ASSIGNMENTS - cont'd

B. SUMMER SCHOOL

1. 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.
2. Applications will be available through the office of the Director of Summer School.
3. 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.
4. Appointments to summer school positions will be made the first day following the official registration. Appointments will be made by letter specifying the subjects, hours and place of assignment.
5. All teachers appointed to summer school positions shall be compensated at the rate of \$6.50 per hour. Teachers shall be compensated for 15 minutes preparation time before and 15 minutes preparation time after school.
6. When the 4th of July falls on a school day, school shall be closed and the teachers shall receive compensation for that day at the 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 the regular daily rate.
7. It is the responsibility of all summer school teachers to honor written Board policies and written administrative regulations not in conflict with the terms of this Agreement.
8. Summer school teachers shall be eligible for one (1) sick leave day during the summer school program. This day will be cumulative as long as the teacher remains with the summer school program, but will not be added or subtracted from the teacher's regular full time sick leave bank.
9. The following portions of this Agreement shall not apply to Article XV-B, Summer School; Article I-B, D, E, F; Article III-D; Article V-A-1-7; B-4-a; B-7. Articles VI, VII, VIII; Article IX-B; Article X; Article XI; Article XII-F; Article XIII; Article XIV; Article XV-A; C; Articles XVII, XIX, XX.

ARTICLE XV - ADDITIONAL TEACHING ASSIGNMENTS - cont'd

C. DRIVER EDUCATION (After School and Saturdays)

1. In the event the Board of Education authorizes a driver education program after school hours and on Saturdays, teachers will be advised of anticipated vacancies by ten (10) working days written advance notice.
2. Applications will be available through the office of senior high school principals.
3. 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.
4. All teachers appointed to such driver education positions shall be compensated at the rate of \$6.50 per hour when the assignment is not part of the teacher's regular working day.
5. It is the responsibility of all such driver education teachers to honor written Board policies and administrative written regulations not in conflict with the terms of this Agreement.
6. The following portions of this Agreement shall not apply to Article XV-C-Driver Education: Article I-B, D, E, F; Article III-D; Article V-A, 1-7; B-4-a; B-7; Article VI, VII, VIII; Article IX-B; Article X; Article XI; Article XII-F; Article XIII; Article XIV; Article XV-A, B; Article XVII, XIX, XX.

ARTICLE XVI - GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, mis-interpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. Any teacher having a problem and/or 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 Association officer may also be present, if requested.
 - 1. The Association may discuss matters involving the implementation and interpretation of the contract with the superintendent or his representative with the object of resolving it informally.
- 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.
 - 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 XVI - GRIEVANCE PROCEDURE - cont'd

a) The Board or its designated sub-committee shall, within twenty (20) school days, investigate the grievance, including giving the aggrieved employee and the Association a reasonable opportunity to be heard. The Board shall take official action and render its decision in writing within twenty (20) school days after holding the hearing on the appeal. A copy of the Board's decision shall be delivered to the school superintendent.

4. Step four - If a grievance is not satisfactorily adjusted, and if it involves an alleged violation of a specific article and section of this agreement, the Association may, within ten (10) school days after the decision in Step 3 is rendered, submit the grievance to arbitration.

The submission to arbitration shall contain a statement of the issues to be arbitrated and references to the specific article and section allegedly violated. The parties shall attempt, within ten (10) school days after receipt of the notice of submission, to agree upon a mutually acceptable arbitrator and obtain a commitment from the said arbitrator to serve.

If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a specified period, the request for a list of arbitrators shall be made to the American Arbitration Association by the moving party. The parties will be bound by the rules and procedures of the American Arbitration Association.

It shall be the function of the arbitrator and he shall be empowered except as his powers are limited below after due investigation, to make a decision in writing and set forth his findings of fact, reasoning and conclusions of the issues submitted:

The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.

He shall have no power to rule on those matters previously exempted from the grievance procedure.

There shall be no appeal from the arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved and the Board.

The arbitrator's decision shall be rendered not later than twenty (20) days from the date of the closing of the hearing, or if all hearings have been waived, from the date final statements and proof are submitted to him.

ARTICLE XVI - GRIEVANCE PROCEDURE - cont'd

The fees and expenses of the arbitrator shall be shared equally between the Board and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of a witness called by the other.

The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to reply on any evidence not previously disclosed to the other party.

- D. If a grievance 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 principal or the superintendent directly. The grievance shall be commenced at Step one if presented to a principal; Step two if presented to the superintendent. The grievance shall specify the teachers or group of teachers involved.
- 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.
- G. 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 file of the participants.

ARTICLE XVI - GRIEVANCE PROCEDURE - cont'd

- J. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services of or failure to re-employ any probationary teacher.
 - a) Probationary teachers whose services are terminated have the right to discuss, with the superintendent or his designee, the reasons for the termination of such services.
 - 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).
- 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, and conference period as mutually agreed upon between the parties.
- L. Within three (3) 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

- A. 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 in dealing with these problems.
- B. In addition, the Committee shall establish the sub-committees or other organizational structure necessary for study of such problems.
- C. Written reports of the research, findings and recommendations of this committee shall be presented by the committee for consideration by the Board, after consultation with the superintendent. Within one month after consultation with the superintendent, this report will be placed on the Board Agenda. The chairman of the Professional Study Committee and the President of the FEA will be notified of the date such reports, findings and recommendations will appear on the agenda of the Board of Education and will be invited to be present.
- D. If the Board refers the study, that referral shall contain time limits for reporting back to the Board.
- E. Members of the committee shall be provided released time for carrying out the purposes of this article.

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 strikes during the duration of this Agreement.

ARTICLE XX - NEGOTIATION PROCEDURES

- A. 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 procedures set forth herein in a good-faith effort to reach agreement concerning teachers' salaries, hours and other conditions of employment. Such negotiations shall include, but not be limited to, the subjects covered by this Agreement. Any Agreement so negotiated shall apply to all teachers in the bargaining unit and shall be reduced to writing and signed by the Board and the Association.

During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board agrees to make available to the Association, in response to reasonable written requests, available information as provided in Article II.

If 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 or outside 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 covering the same school year as the said individual contracts.
- 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 at or prior to the time of employment.

ARTICLE XXII - DURATION OF AGREEMENT

This Agreement shall be effective as of September 2, 1969, and shall continue in effect until the 31st day of August, 1970. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By _____
Roger K. Allen, President and
Negotiating Chairman

By _____
Richard H. Peters, President

By _____
Mary V. MacDonald, Secretary

By _____
Aldo Vagnozzi, Secretary

By _____
Robert W. Neuhauser,
Negotiating Committeeman

By _____
Sharon Maher,
Negotiating Committeeman

By _____
Grace Campbell
Negotiating Committeeman

By _____
Thomas McConaghie
Negotiating Committeeman

By _____
Gene Syverson
Negotiating Committeeman

APPENDIX A - SCHOOL CALENDAR

FARMINGTON PUBLIC SCHOOL DISTRICT - 1969-1970

September 2	Work Day - no students
September 3	Students A.M. - Teachers work P. M.
November 27,28	Thanksgiving Recess
December 19	Christmas vacation (close of day)
January 5	School reopens
January 21	Secondary - finals A.M. - work P.M. Elementary- classes A.M. - In-service P.M.
January 22	Secondary - finals A.M. - work P.M. Elementary - classes A.M. - work P.M.
January 23	Records - no students
January 26	Second Semester begins
March 26	Spring vacation (close of day)
April 6	School reopens
June 10	Secondary - finals A.M. - records P.M. Elementary - classes A.M. - records P.M.
June 11	Secondary - finals A.M. - records P.M. Elementary-classes A.M. - records P.M.
June 12	Records - no students Two half days will be scheduled during the school year for teachers' in-service.
<u>SUMMER SCHOOL - 1970</u>	
June 22	Summer Work Day
June 23	Summer classes start
August 4	Last Day of Summer School

APPENDIX B - SALARY SCHEDULE

<u>Step</u>	<u>AB</u>	<u>MA</u>	<u>ED. SPEC.</u>
0	7450	8050	8700
1	7850	8500	9150
2	8250	8950	9600
3	8700	9450	10100
4	9150	9950	10600
5	9600	10500	11150
6	10050	11050	11700
7	10550	11650	12300
8	11050	12350	13000
9	11550	13050	13700
10	12050	13350	14500

Additional compensation shall be granted for the AB plus 18 graduate semester hours in the amount of one-half of the difference between the AB and MA degrees at the experience step of the individual. For each semester hour of graduate credit beyond the AB plus 18 level - not to exceed 12 hours - \$20.00 shall be paid.

For each semester hour of graduate credit beyond the MA level - not to exceed 30 hours - \$20.00 shall be paid.

Qualifications for the above additional amounts shall be in accordance with Article VI, Section G.

APPENDIX B - 1 - 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 Bachelor's 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 (5) years experience credit outside of the Farmington Public Schools may be allowed upon the recommendation of the superintendent:

INTERSCHOLASTIC ATHLETICS

<u>SENIOR HIGH SCHOOL</u>		<u>JUNIOR HIGH SCHOOL</u>	
FOOTBALL - Head	10.0%	FOOTBALL - Head	5.5%
Assistant	6.5%	Assistant	4.5%
Reserve	6.0%		
BASKETBALL - Head	10.0%	BASKETBALL - Head	5.5%
Reserve	6.5%	Assistant	4.5%
WRESTLING - Head	9.0%	WRESTLING - Head	5.5%
Assistant	6.0%	Assistant	2.5%
SWIMMING - Head	9.0%		
Assistant	6.0%		
TRACK - Head	7.5%	TRACK - Head	4.0%
Assistant	5.5%	Assistant	3.5%
BASEBALL - Head	7.0%		
Reserve	5.0%		
CROSS COUNTRY	5.0%	CROSS COUNTRY	2.0%
GYMNASTICS - boys	9.0%		
SPORTS - girls (per sport)	4.0%		
TRAINER	6.5%		
TENNIS	6.0%		
GOLF	4.0%		

OTHER EXTRA DUTIES

SENIOR CLASS ADVISOR - Head	3.0%	GIRLS ATHLETIC ASS'N	6.0%
GIRLS ATHLETIC ASS'N	6.0%	CHEERLEADING	3.0%
CHEERLEADING	4.0%	INTRA-MURAL	2.0%
INTRA-MURAL	2.0%	BAND	6.0%
INSTRUMENTAL MUSIC	8.0%	CONSULTANTS READING	4.5%
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%		
SATURDAY TESTING PROGRAM (Counselors) hourly rate	\$5.50		

APPENDIX B - 1 SPECIAL ASSIGNMENTS - cont'd

ELEMENTARY

	CONSULTANTS - READING SPECIALISTS	4.5%
	LIBRARIANS (teacher)	5.0%
	HEAD OF SAFETY PATROL or SERVICE SQUAD	3.0%
	(if combined)	5.0%
	SPECIAL EDUCATION ASSIGNMENTS	4.5%
	ACTING PRINCIPAL	2.5%
Extra duty rate per hour - all levels		\$5.25
Dept. Chairmen (8 or more in department)		\$600.00
(7 or less in department)		450.00
Ticket taker - Senior High		7.00 per event
- Junior High		4.50 per event