

9/25/73 - 8/31/76

Farmington

MASTER CONTRACT

BETWEEN THE

FARMINGTON BOARD OF EDUCATION

AND THE

**FARMINGTON EDUCATION
ASSOCIATION**

1973—1976

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

FARMINGTON, MICHIGAN

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ERRATA SHEET TO AGREEMENT between BOARD OF EDUCATION of the FARMINGTON PUBLIC SCHOOL DISTRICT and FARMINGTON EDUCATION ASSOCIATION 1973-76

Article V, B-5 (page 18)

Add--
Nineteen (19)

Article XI, A-4 & 5 (page 43)

- Add--
4. Unsuccessful candidates may request a constructive and comprehensive evaluation of their potential.
 5. Decision of the Board under this provision shall be final.

Article XII, A, (page 45)

Add--
Fourth line day

Article XII, C-2, (page 45)

Insert--
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.

Article XII, E (page 46)

Change-ability to eligibility

Article XVI, B (page 53)

Add--

Regulations Governing Teachers' Work Days Shall be as Follows:

Article XVIII, A (page 58)

Change-line one, of to or

January 17, 1974

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
AGREEMENT	1
I - RECOGNITION	2
II - ASSOCIATION RIGHTS AND RESPONSIBILITIES	7
III - TEACHER RIGHTS AND RESPONSIBILITIES	10
IV - BOARD RIGHTS AND RESPONSIBILITIES	13
V - WORKING AND TEACHING CONDITIONS	14
VI - CLASS SIZE	20
VII - COMPENSATION	22
VIII - LEAVE POLICIES	27
IX - DEPARTMENT CHAIRMEN	41
X - TEACHER EMPLOYMENT AND ASSIGNMENT	42
XI - VACANCIES, PROMOTIONS AND TRANSFERS	43
XII - REDUCTION OF PERSONNEL	45
XIII - TEACHER EVALUATION	47
XIV - TEACHER PROTECTION	49
XV - INSERVICE, CONFERENCES AND CONVENTIONS	51
XVI - SCHOOL CALENDAR	53
XVII - ADDITIONAL TEACHING ASSIGNMENTS	54
XVIII - GRIEVANCE PROCEDURE	58
XIX - SPECIAL EDUCATION	62
XX - PROFESSIONAL STUDY COMMITTEE	63
XXI - RETIREMENT POLICY	63
XXII - STRIKES	63
XXIII - NEGOTIATION PROCEDURES	64
XXIV - MISCELLANEOUS PROVISIONS	65
XXV - DURATION OF AGREEMENT	66
<u>APPENDIXES</u>	
A - SCHOOL CALENDAR(S)	67
B - SALARY SCHEDULE	70
B-1 - SPECIAL ASSIGNMENTS	71
C - RESPONSIBILITIES OF BUILDING DEPARTMENT CHAIRMEN	73

AGREEMENT

This AGREEMENT made and entered into this 25th day of September, 1973, 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 and the representative of the teaching personnel - Farmington Education Association - have a statutory obligation pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain in good faith 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

- A. The Board recognizes the Farmington Education Association as the exclusive and sole bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all certified teaching personnel under contract, also including summer school and driver education teachers, physical therapists and occupational therapists, nursing arts teachers, psychologists, school social workers, other special education teaching personnel, counselors, department chairmen - but excluding substitute teachers and adult education teachers, the superintendent, business manager, director of administrative services, director of personnel, assistant superintendent of elementary education, assistant superintendent of secondary education, director of special education, director of physical education and athletics, director of summer school and adult education, director of vocational education, director of labor relations, principals, administrative interns 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 teachers' organization other than the Farmington Education Association for the duration of this Agreement.
- D. Except as provided elsewhere herein, all teachers in the bargaining unit shall, on the sixtieth (60th) day following the beginning of the school year, beginning of their employment, or the execution of the Collective Bargaining Agreement, whichever is later, will either:
1. Become members of the Association, or
 2. Pay to the Association a service charge which the Association certifies is the cost for the negotiations and administration of this Agreement. On or before September 15, the Association will verify in writing to the Board the amount of such cost.

ARTICLE I - RECOGNITION (continued)

E. Exceptions to Section D above shall be:

1. Anyone not covered by the collective bargaining agreement.
 2. Teachers hired during the school year shall be required, as a condition of employment, within sixty (60) days of hire, to tender (through direct payment or deduction authorization), only a pro rata amount of the membership dues or service charge. Such pro ratum shall be based on a maximum of ten (10) months (school year) and the number of months remaining in the school year.
- F. In the event that a teacher (covered by Sections D & E above) does not join the Association or tender his service charge to the Association, either directly or through a voluntary deduction authorization, as provided in Sections D & E above, by the sixtieth (60th) day as required, the Association may request, and upon that request, the teacher's services shall be terminated in conformance with the Michigan Tenure of Teachers Act; provided the Association has complied with the following:

1. Fulfillment of the requirements of Section G in this Article.
2. Fulfillment of its fiduciary obligations by sending written notice to the teacher that he has an obligation to tender dues or service charge, and a period of ten days has been allowed for tender of such obligation, the amount of such tender, and to whom such tender is to be made. A copy of such notice should be sent to the Board.
3. Fulfillment of its responsibilities by sending official written notice to the teacher (copy to the Board) that he has not fulfilled his obligations by the requisite date and that a request for his discharge was being made to the Board.
4. By stating in the request for discharge that such request is in conformance with the provisions of this Article, that the teacher has not complied with his obligations and such action constitutes an official request of the Association.

ARTICLE I - RECOGNITION (continued)

- G. Effectiveness of this provision will not be applicable to, nor will it cover teachers who were in the employ of the Board and have neither joined the Association, nor paid an equivalent service charge, prior to the 70-71 school year.
- H. In the event a teacher does not tender his payment of dues or service charge directly to the Association, he may execute a written authorization to the Board for deductions from his pay. 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.

The deductions permitted under the authorization shall be:

1. Association Member - The regular and equal amount of Association dues and fees, including the M.E.A. and N.E.A., (but excluding fines, assessments, etc.).
 2. Non-members - The service charge certified by the Association as set forth in Section D-2.
- I. The procedure for deductions shall be:
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 (1) regular pay check each month, for ten (10) months, beginning in September and ending in June each year.
 4. 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.

ARTICLE I - RECOGNITION (continued)

I. (continued)

5. The Association will, at least fifteen (15) days prior to the beginning of each school year, give written notification to the Business Office of the amount of its authorized dues, and those authorized by the Michigan Education Association and the National Education Association, which are to be deducted in that school year under such authorization. The amounts of the deduction for such dues are not subject to change during that entire school year.
6. Dues deducted shall be transmitted to the Association on a prompt basis, but not less than monthly, 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 Treasurer of those organizations.
- J. If any court of competent jurisdiction from which there has been no final appeal holds that an "agency shop" clause is invalid, illegal or unconstitutional, or, if the State Legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this Article does not conform to or with), this Article shall be modified to the extent required to conform.
- K. As a condition of the effectiveness of this Article, the Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the Agreement.

The Association further agrees to indemnify the Board for any cost or damages which may be assessed against the Board as the result of said suit or action subject however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.

ARTICLE I - RECOGNITION (continued)

K. (continued)

2. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the Article or the defense which may be assessed against the Board by any court or tribunal.
3. The Association shall notify the Board of the Association's attorney and the Association's attorney shall consult with the Board's attorney as to all phases of the suit or action.
4. The Association shall have the right to compromise or settle any claim made against the Board under this Article.

L. 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 terms "Board" and "Association" shall include authorized officers, representatives and agent.
3. Whenever the phrases "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 in the permit to use the building. A permit to use the building shall be secured from the Maintenance Department 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 materials 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 materials and the content thereof.

All Association materials posted or placed in teachers' mail boxes shall be identified as to its source. A copy will always be furnished to the principal. Fifteen copies of each district-wide Association newsletter or flyer will be sent to the Personnel Office.

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.

ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES (continued)

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.

These meetings shall be the following:

- a. FEA Executive Board Meetings
 - b. 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):

ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES (continued)

F. (continued)

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.
6. Board Policies and Bylaws.

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 and 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 and curriculum.

The decision of the Board on the above will be final and non-grievable, providing the procedure set forth in this provision has been followed.

- 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 permit to use the building shall be secured from the Maintenance Department at least twenty-four (24) hours in advance in each instance.
- B. The Board will continue to apply the provisions of the 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. The absent teacher, or his agent, will report his impending absence at any time up to 6:30 a.m. A telephone message-taking device will be provided by the Board. After 6:30 a.m., until one (1) hour before reporting the time for any individual teacher, the absent teacher, or his agent, shall call the substitute office. The absent teacher, or his agent, 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 are unsupervised.

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 absent teacher, or his agent, shall call his building principal before 2:30 p.m. on the day before he will return to his post. Without such a call, it will be assumed that the teacher does not plan to return and the substitute will be retained for the following day. If the teacher does not make a call

ARTICLE III - TEACHER RIGHTS AND RESPONSIBILITIES

D. (continued)

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.

The Board will attempt to provide substitutes for all teachers except: counselors, special education itinerant personnel, elementary instrumental music teachers, consultants and reading specialists.

- 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.
 - 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.
 3. Teachers recognize that they must comply with this state regulation.
- F. In any situation (such as severe weather, etc.), when in the opinion of the Superintendent of Schools it is necessary to discontinue regular classes for pupils in the entire district, information will be provided through designated radio stations as soon as possible. Teachers will not be required to report in the event of district-wide closing. In the event that the Superintendent of Schools determines that an individual building is not accessible or is unsuitable for occupancy because of heating-plant failure or health problems, students will be notified not to report through designated radio stations. In the case of an individual building closing, teachers either will be notified where to report or not to report.
- 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.

ARTICLE III - TEACHER RIGHTS AND RESPONSIBILITIES (continued)

- 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 called to his supervisor's office for the intended purpose of being reprimanded or disciplined, he shall be advised of his right to have an Association representative present. Whenever a written reprimand warning or disciplinary action is issued, the findings and decisions of the administrator shall be filed in the teacher's personnel file and a copy given to the teacher. The teacher shall have the right to attach his comments to the administrator's written statement.
- J. No teacher shall be disciplined, demoted, dismissed or suspended with or without pay, or reprimanded without reasonable or 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.
 - 5. Lapse of certification.

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 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 reasonable 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.
- E. The Board, in cooperation with the Association, will actively seek minority group personnel, thereby insuring multi-ethnic representation on the school staff.

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, as assigned in past building practices: for classroom instruction of students, preparation and planning, conferences with parents and students, supervision of students and staff meetings.

The starting and ending times of teachers shall not be altered without giving the Association an effective voice in decision.

2. Any teacher who is assigned or volunteers to supervise student activities outside the teacher's regular work day, shall be paid at a rate set forth in Appendix B. Such assignments shall include:
 - a) Dances
 - b) Grade or class parties (that are scheduled beyond the regular work day of teachers)
 - c) Athletic events or programs
 - d) Music and Art programs
 - e) Dramatic productions
 - f) Student fairs
 - g) Club-sponsored events, excluding regular club meetings and trips
 - h) Test proctor (Saturday testing program)
 - i) Commencement exercises (except senior class sponsor)
 - j) Bus supervision after the teacher's regular work day
 - k) Emergencies as determined by the administration.

Such assignments shall be offered to the members of the bargaining unit first. Such assignments may be filled by persons outside the bargaining unit if no teacher-volunteers are available. The rate for such persons outside of the bargaining unit will be determined by the Board.

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

ARTICLE V - WORKING AND TEACHING CONDITIONS

A. Working Conditions (continued)

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.
 - e) Teachers will confer with parents at times other than formal reporting periods, preferably in accordance with their scheduled work day and during their conference period.

Participation by teachers in activities of the school that are attended by the public - such as P.T.A. 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 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 teacher's absence from the building in no way interferes with the normal operation of the school.
5. Lunch Period:
 - a) Elementary: Each teacher (elementary) shall have a duty-free, continuous lunch period of at least forty-five (45) minutes.

ARTICLE V - WORKING AND TEACHING CONDITIONS (continued)

A. Working Conditions (continued)

5. Lunch Period (continued)

- b) Secondary: Each secondary teacher shall have a duty-free, continuous lunch period of at least twenty-five (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 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 consultants 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.

ARTICLE V - WORKING AND TEACHING CONDITIONS (continued)

A. Working Conditions (continued)

6. Conference and/or Preparation Periods (continued)

- c) Each elementary teacher shall be scheduled with a conference and/or preparation and planning period of thirty (30) consecutive minutes each day.
- d) Kindergarten teachers shall receive a fifteen (15) minute relief period per session.
- e) Teachers in grades one through six shall receive a fifteen (15) minute relief period per day.

B. Teaching Conditions:

- 1. The Board agrees to provide and the teacher agrees to take reasonable care of 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 classroom.
 - 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.
 - h) Forms consistent with the Master Agreement.
- 2. The Board agrees to continue to work toward providing instrumental music teachers, visiting teachers, school social workers, speech correctionists and reading specialists with instructional space in school buildings.

ARTICLE V - WORKING AND TEACHING CONDITIONS (continued)

B. Teaching Conditions (continued)

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 materials.
4. Clerical personnel shall also continue to aid teachers as arranged between principal and staff.
5. teen (1) teacher aides shall be provided for Kindergarten and Primary One.
6. 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.
7. Private telephone facilities shall be made available to teachers for their reasonable use.
8. The Board agrees to supply and maintain, and the teacher agrees to reasonably take care of, appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests, questionnaires, and similar materials in reasonable quantities. Likewise, the Board agrees to keep the schools properly equipped and maintained.
9. 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.

ARTICLE V - WORKING AND TEACHING CONDITIONS (continued)

B. Teaching Conditions (continued)

10. 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.
11. 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, but will report such decision to the supervisor or the Superintendent's Office as soon as possible.
12. Teachers shall not be required to drive school buses as part of their regular or special assignment.
13. Teachers will not be used as substitute teachers except in following cases:
 - a) Teachers shall not be required but may volunteer to act as substitute teachers during their conference periods. They shall be paid \$5.50 per clock hour, computed to the nearest quarter hour.
 - b) In the event a school is open for teachers but closed for students; or when a teacher who is normally scheduled with students at a given time is without students, the teacher may volunteer to act as a substitute teacher; however, the above rate will not apply.
 - c) In the event a teacher returns from leave and no position exists for which he is qualified according to the provisions found in Article VIII, he will be offered a regular teaching contract as a substitute.
 - d) Teachers newly hired to the district with such an understanding, may be offered a regular teaching contract as a substitute until a position for which he is qualified becomes available.

ARTICLE V - WORKING AND TEACHING CONDITIONS (continued)

B. Teaching Conditions (continued)

13. (continued)

- e) Upon agreement of the teacher, Board and Association, a teacher may be offered a regular teaching contract as a substitute for a period not to exceed one (1) year. Upon expiration of the agreed-to duration of assignment, the teacher will have all those rights incurred in Article XI-C, 1-5.

It is hereby recognized by the Board and the Association that the above exceptions constitute the only instances where teachers shall be used as substitute teachers.

ARTICLE VI- CLASS SIZE

A. Pupil-Teacher Ratio:

Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall be lowered whenever possible, and to the extent feasible (taking into account the availability of qualified staff, facilities, funds, and state requirements). It is agreed that the following limits on class size represent desired objectives:

1. Elementary: Elementary teachers will be assigned to elementary buildings in sufficient number to keep the average per room in any one building, twenty-eight (28) or under.
2. Secondary Staffing Formula: Secondary staff in each building will be determined by dividing the Fourth Friday enrollment by twenty-six (26) in 1973, and twenty-five (25) in 1974 and 1975.

If, at any time, it is found that the elementary building average or secondary staffing formula is exceeded by ten percent (10%), the building administrator will explain to the teachers concerned. If the elementary building average or secondary staffing formula is exceeded by fifteen percent (15%) one of the following solutions will be established by the representative of the Board.

ARTICLE VI - CLASS SIZE (continued)

A. Pupil-Teacher Ratio (continued)

In any case, the decision by the Board shall be final as to which solution will be used:

1. Hire teacher aides
2. Re-scheduling of students
3. Additional teachers hired
4. Teacher's and Association's consent
5. Other solutions as determined by the Board and Association Agreement.

B. Maximum class sizes at the elementary level shall not exceed the following:

K-3 - 32
4-6 - 33

Maximum class sizes may be exceeded only by joint Association-Board agreement or payment by the Board to the teacher of an amount equal to one-half of the BA minimum salary divided by the maximum grade level size per semester, or any portion thereof, for each student over the contractual elementary maximum.

C. Guidance Counselors:

1. Junior High: Student-Counselor ratio will be no greater than 450:1.
2. Senior High: Student-Counselor ratio will be no greater than 400:1.

D. Work Stations:

The number of students assigned to work stations shall not exceed the number that the station is designed to serve.

ARTICLE VII - 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 \$0.11 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 second month of the semester in which compensation is to become effective.
 - 4. Payment for one-half of the additional annual amount for additional graduate hours earned before September 1 and February 1 will be made in the last pay of each semester.
 - 5. Payments for the BA+18, MA, MA+30, and the Ed Specialist salary levels will be paid immediately during the semester in which a teacher qualifies for the above salary levels.

ARTICLE VII - COMPENSATION (continued)

H. Employee Insurance - Life: The Board will provide for each full-time contract teacher, term life insurance protection in the amount of \$15,000.00. 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 - 1973-74:

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).
2. MEA Health Care Insurance of the type presently offered by the Board.

Part-time employees will receive a pro-rata share. Full-time employees 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.

Hospitalization - 1974-75 and 1975-76:

The Board agrees to provide MESSA Super Med II hospitalization coverage to all teachers for whom this will not constitute double coverage. 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 employees insurance shall become effective when insurance company's requirements are met.

ARTICLE VII - COMPENSATION (continued)

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 VII, Section K, will not draw the benefits of Article VII, Section J, when Article VII, Section K applies.

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

K. 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 (1) 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.
2. Any absence under this provision will not be charged against the teacher's accumulated sick leave.

ARTICLE VII - COMPENSATION (continued)

K. (continued)

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 VII, Section J, will not draw the benefits of Article XIV, Section G, when Article VII, Section J, applies.
- L. Retirement Benefit: Upon retirement, a payment of \$125.00 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) consecutive years prior to retirement.
- M. Deductions from pay shall be clearly identified and itemized in writing on the check itself or any attached notice.
- N. Refunds for errors or over-deductions shall be made within four (4) weeks from the date the error or over-deduction is detected.
- O. 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.
- P. In the event a pay period ends during a scheduled holiday, checks will be issued on the last school day preceding the holiday.
- Q. A committee, composed of two Board and two Association representatives, will jointly study available tax-deferred annuity carriers and recommend a second T.S.A. carrier for adoption by the Board.

ARTICLE VII - COMPENSATION (continued)

- R. The teachers, nurse and occupational therapist assigned to the severely mentally handicapped Day Care Program for the 1973-74 year, beginning July 9, 1973, and ending June 28, 1974, shall be paid for 250 days consisting of 230 session days, fifteen (15) paid vacation days, and five (5) days of inservice. All vacation time will be taken in conjunction with the regular teachers' calendar.

For the 1974-75 school year, the teachers, nurse and occupational therapist assigned to the severely mentally handicapped Day Care Program, beginning July 11, 1974, and ending June 27, 1975, shall be paid for 247 days consisting of 230 session days, fifteen (15) paid vacation days and two (2) teacher workdays. All vacation time will be taken in conjunction with the regular teachers' calendar. The rate of pay for the additional fifty (50) days in 1973-74 shall be determined by dividing the teachers, nurse and occupational therapist 1973-74 salary by 200, and multiplying that figure by fifty (50). The rate of pay for the additional 47 days in 1974-75 shall be determined by dividing the teachers, nurse and occupational therapist 1974-75 salary and multiplying that figure by forty-seven (47).

During the 1973-74 school year, the teachers, nurse and occupational therapist assigned to the severely mentally handicapped Day Care Program will be granted a work day during the week of July 9, 1973. In addition, there will be nine (9) half-days of inservice; two (2) of which will correspond with the regular teachers' inservice. Also, June 28, 1974, will be teachers' half-workday, with pupils in the morning only.

During the 1974-75 school year, the teachers, nurse and occupational therapist assigned to the severely mentally handicapped Day Care Program will be granted a work day on June 11, 1974. July 12 will be the first day for students. There will be nine (9) half-days of inservice; two (2) of which will correspond with the regular teachers' inservice. June 27, 1973, will be a full workday for teachers.

Corresponding days of work and dates will be changed in accord with the 1974-75 school year, for the school year 1975-76.

ARTICLE VII - COMPENSATION (continued)

K. (continued)

The teachers, nurse and occupational therapist assigned to the severely mentally handicapped Day Care Program shall be granted three (3) sick days per year in addition to those provided in Article VIII-G.

The teachers, nurse and occupational therapist assigned to the severely mentally handicapped Day Care Program shall not be laid off pursuant to a necessary reduction in personnel for any school year or position thereof, unless said teacher shall have been notified of said lay-off at least sixty (60) days prior to the last teaching day of the previous school year.

In the event that the district or county is forced to cancel the program during the life of this agreement, the first two paragraphs of Article VII-R, will be considered null and void.

All other provisions of this agreement shall apply to the teachers, nurse and occupational therapist assigned to the severely mentally handicapped Day Care Program.

ARTICLE VIII - 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 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.

ARTICLE VIII - LEAVE POLICIES (continued)

A. Health Leave (continued)

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 70-71 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 1, 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. Reemployment 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. The pregnant teacher shall be allowed to continue in her position as long as she is fit to perform her duties, as certified by her physician beginning in the seventh month.

ARTICLE VIII - LEAVE POLICIES (continued)

B. Maternity Leave (continued)

2. A Maternity Leave, without pay or fringe benefits, shall, on request, be granted for a period of up to one (1) year. The employee requesting such leave shall notify the Superintendent, in writing, of her intent, at least thirty (30) days prior to the beginning date of such leave, but not later than the seventh (7th) month of pregnancy, except in the case of an emergency. At that time the teacher will indicate whether she wants the leave for less than one (1) year.
3. Maternity Leave may begin at any time during pregnancy or at the end of medical disability caused by pregnancy, but--except by mutual agreement--must terminate at the beginning of some semester. A teacher who returns to work less than three weeks after the birth of a child shall be required to submit a doctor's certificate of fitness.
4. An employee on leave shall give written notice to the Superintendent of Schools at least thirty (30) days prior to the beginning of the semester at which her leave expires, of intent to return, resign or extend the leave. The 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, provided the individual has been informed of such pending Board action by notice sent to the employee's last known address.
5. 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.
6. 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 70-71 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.

ARTICLE VIII - LEAVE POLICIES (continued)

B. Maternity Leave (continued)

6. (continued)

- b) Unused sick leave as held at the start of the leave of absence.
- 7. Reemployment 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 fields. In the event no position exists for which she is qualified according to these provisions, she will be offered a regular teaching contract as a substitute.
- 8. A teacher adopting a child may be granted a leave according to the terms of Section B. Said leave will begin upon 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.
- 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:

ARTICLE VIII - LEAVE POLICIES (continued)

C. Elective Public Office (continued)

4. (continued)

- a) The same position on the salary schedule as held when the leave was granted. Starting with the 70-71 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 1 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. Reemployment 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 reemployment 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 reemployment 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.

ARTICLE VIII - LEAVE POLICIES (continued)

D. Military Leave (continued)

1. (continued)

e) Reemployment 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.

f) In the event of reemployment, the following provisions shall apply:

(1) Accrual of seniority shall be granted.

(2) Increments shall be added as if the employee had been in the school district employ during the time of such active service in the armed forces.

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

2. Furthermore, all provisions of this policy shall be in accordance with Act 145, P.A. 1943, as amended, governing military leaves of absences. 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 Office:

1. Eligibility for a leave of absence to serve as an elected officer of M.E.A. at the state level, or 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.

ARTICLE VIII - LEAVE POLICIES (continued)

E. M.E.A. and N.E.A. (State and National) Elective Office (cont'd.)

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 70-71 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 1 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. Reemployment 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. 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.

ARTICLE VIII - LEAVE POLICIES (continued)

F. Peace Corps and Vista (continued)

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 70-71 school year, if the 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 1 of the year the 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. Reemployment 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.

ARTICLE VIII - LEAVE POLICIES (continued)

G. Illness, Disability, Death in Family (continued)

1. (continued)

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.

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 175 days in 1973-74, 190 days in 1974-75, and 205 days in 1975-76. 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.a) The teacher may use his annual and cumulative sick leave for religious holidays and for death or illness in the immediate family.

- b) A pregnant teacher may use up to ten (10) sick leave days for disability due to normal pregnancy, starting on the date certified by her doctor that she should not continue to work. If any court of competent jurisdiction, from which there has been no final appeal, rules that such use of sick leave is illegal, this provision will be considered void. If any court of competent jurisdiction finds the 10-day limitation on use of sick leave for normal pregnancy is illegal, then sick leave will be granted for the period established by the court as legal. The decision of a court of competent jurisdiction will not be applied retroactively.

ARTICLE VIII - LEAVE POLICIES (continued)

G. Illness, Disability, Death in Family (continued)

3. (continued)

- c) If the pregnant teacher becomes disabled, as certified by a doctor, during her pregnancy because of medical problems other than the normal problems arising out of her pregnancy, (example: toxemia, hemorrhaging), she will be granted use of her accumulated sick leave until the end of her disability to teach as certified by a doctor.
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.

ARTICLE VIII - LEAVE POLICIES (continued)

H. Personal Business Policy:

1. At the beginning of the school year, all full-time teachers regularly employed by the Board of Education, shall be granted three (3) days of leave per year with full pay to transact personal business. The immediate supervisor will grant approval on the basis of this article, providing he has received notification in advance, and further provided:
 - a) Written notification for such leave shall be made at least five (5) days in advance, when practicable.
 - b) That business cannot possibly be transacted at a time other than on a working day.
 - c) That days will not be used for personal 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 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 percent (1%) of the teachers in the unit, sabbatical leave for professional improvement - not to exceed one year.
2. Teachers on sabbatical leave shall receive fifty percent (50%) 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.

ARTICLE VIII - LEAVE POLICIES (continued)

I. Sabbatical Leave (continued)

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.
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 1. 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.

ARTICLE VIII - LEAVE POLICIES (continued)

J. Jury Duty:

1. A teacher who receives a jury duty interview and appearance notice, must notify the Personnel Office within one (1) school day of such notice.
2. If such teacher is summoned and reports for jury duty, he shall be paid the difference between the amount he receives as a juror and his normal week's pay, as set forth in Article VII of this agreement.
3. It is understood and agreed that a teacher shall be required to report to work on any and all days when he is not sitting as a juror.
4. To be eligible for jury duty pay differential, the teacher must furnish the employer with a written statement from the appropriate public official, listing the amount and the dates he received pay for jury duty. Any teacher found abusing this privilege shall not be entitled to the pay differential.
5. A teacher served with 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.

L. Providing the Association requests by June 18, the teacher elected President of the Association will be granted a leave of absence for the school year of his elected tenure of office.

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 VII.

ARTICLE VIII - LEAVE POLICIES (continued)

L. (continued)

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) Accrual of seniority shall be granted.
- b) Increments shall be added as if the employee had been in the school district employed during the time of such leave.
- c) Unused sick leave held at the start of the leave shall be restored.
- d) Upon return, the teacher shall be restored to his position or a position of like nature, seniority, status, and pay.

M. At the discretion of the Board, other leaves of absence may be granted. When an employee is granted a leave of absence, he shall retain the following employment rights:

1. The same position on the salary schedule as held when the leave was granted starting with the school year. If the teacher has worked more than or at least forty-six (46) working days of a semester, one (1) experience credit for the semester will be allowed.
2. Unused sick leave, as held at the start of the leave of absence.

ARTICLE IX - DEPARTMENT CHAIRMEN

- A. 1. There shall be department chairmen in each secondary building in the following departments:

Art	Library
Business Education	Mathematics
English	Music
Foreign Language	Physical Education
Guidance	Science
Home Economics	Social Studies
Industrial Arts	

There shall be an elementary chairman in the following departments:

Art
Physical Education
Library
Reading

There shall be a district-wide chairman in the following departments:

Guidance
Social Work
Speech
Music (Instrumental and Vocal combined)

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 Chairman:

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

ARTICLE IX - DEPARTMENT CHAIRMEN (continued)

- C. Department chairmen shall be compensated at the rate of \$65.00 per full-time members of the department, not to exceed thirteen (13) members, including the chairman. An equivalent full-time member of a department shall be determined by dividing the total number of periods taught in that department by the number of teaching hours assigned in the teacher's daily schedule.
- D. The responsibilities of the building department chairmen shall be as shown in Appendix C.
- E. The department chairmen shall meet jointly with the building administration to discuss the allocation of funds for the various departments.

ARTICLE X - 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 they will teach - 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.

Teachers will not be given special or unusual class assignments, (example: team-teaching or open classroom) without prior consultation. Such consultation will take place prior to June 1. Teachers who have been given special or unusual class assignments will be given special consideration for voluntary transfer, if they so request.

ARTICLE X - TEACHER EMPLOYMENT AND ASSIGNMENT (continued)

B. (continued)

A classroom assignment will not be filled by a substitute or series of substitutes to replace a teacher on other than sick leave, for longer than two consecutive weeks, without Association approval, except if the district has had less than two weeks' notice of such impending vacancy, in which case four weeks will be allowed.

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. Teachers and administrators may only involve teacher aides in: 1) performance of non-instructional duties and 2) assistance to them in instructionally related activities. It is understood that such assistance shall be only under the direct supervision of teachers and the Board.

Only the teacher (under administrative supervision) shall make classroom educational decisions, formulate lesson plans, select curriculum materials, formulate classroom objectives, and make any and all initial presentations of materials and concepts.

ARTICLE XI - 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 interview.
3. Any qualified teacher may apply for such vacancy.

ARTICLE XI - VACANCIES, PROMOTIONS AND TRANSFERS (continued)

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 desiring a transfer to a different building or position shall indicate in writing to the Director of Personnel, their request to transfer. Such request shall be submitted between February 1 and February 28, and be kept confidential upon request of the teacher. Any teacher requesting a transfer after the dates indicated will not be disqualified from consideration for transfer when a vacancy arises. All requests for transfer will be considered along with other applications. Decision of the Board in filling such vacancies shall be final.
3. No assignment of a new teacher shall be made in a position until all pending requests for reassignment or transfers relative to the position have been acted upon either by granting or denying the request.

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. As used in this Article, seniority shall mean the length of service with the employer, including health leave and military leave, but deducting any other unpaid leaves of absences. In the event two teachers have the same length of service in Farmington, the additional determining factors will be, in rank order:
 - a) Total years of teaching service
 - b) Highest earned degree
 - c) Hours beyond highest earned degree.

ARTICLE XI - VACANCIES, PROMOTIONS AND TRANSFERS (continued)

C. Involuntary Transfers (continued)

3. If transfers are found to be necessary, the teacher will be notified. Upon request of the teacher, a meeting will be held between the teacher, the Association and the Director of Personnel, at which time the teacher will be notified of the reasons for such transfer.
4. The teacher transferred will be the teacher in the position affected of least seniority.
5. The transferring teacher will have the choice of position over present staff with lesser seniority, voluntary transfers, or anyone newly hired.

ARTICLE XII - REDUCTION OF PERSONNEL

- A. No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said teacher shall have been notified of said layoff at least forty-five (45) days prior to the last teaching day of the previous school year. The official action of the Board of Education at a public meeting, shall constitute such notice. Teachers hired during the last forty-five (45) days prior to the end of the school year will not be covered under the provisions of "A." Such teachers who have to be reduced shall receive notice of layoff prior to June 15, of said school year.
- B. Before official action on a reduction of teachers is taken by the Board of Education, it will give notice to the Association of the contemplated reduction and afford the Association opportunity to discuss it with the employer. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association.
- C. In cases requiring a reduction of the teacher work force, the order of reduction shall be:
 1. Temporary employees.

ARTICLE XII - REDUCTION OF PERSONNEL (continued)

C. (continued)

3. Tenure or continuing contract 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.

- D. As used in this article, seniority shall mean the length of service with the employer, including health and military leaves, but deducting any other unpaid leaves of absence. In the event two teachers have the same length of service in Farmington, the additional determining factors on layoff and return will be, in rank order:
 1. Total years of teaching service
 2. Highest earned degree
 3. Hours beyond highest earned degree.
- E. The Association and Board agree that a teacher's ability for recall shall terminate if he:
 1. Accepts a teaching position elsewhere which would prevent him from accepting a recall
 2. Resigns
 3. Fails to respond within ten (10) days of his receipt of a written call-back notice sent by the Board.

ARTICLE XIII - TEACHER EVALUATION

- A. The work performance of all bargaining unit members shall be evaluated in writing by the administration. The administration will attempt to give specific direction and advice to the teacher on how to correct the specific professional deficiencies noted in the observations of a teacher's work performance. The teacher will attempt to correct the deficiencies noted on his evaluation by the administrator.
1. The work performance of all tenure or continuing contract teachers shall be evaluated at least once every three years.
 2. The work performance of probationary teachers shall be evaluated at least twice each school year, the first to be early in their first semester.
 3. A copy of the written evaluation of the teacher's work performance shall be given to the teacher following a conference with the administrator, based on his observations including classroom observation for a reasonable number of consecutive classroom minutes.
 4. The teacher is entitled to a dissenting opinion and/or to make a clarifying statement which shall be attached to the evaluation. All observations shall be conducted openly and with the full knowledge of the teacher.
 5. The Board cooperatively, through its administration and the Association, will constantly review and revise where necessary, the evaluation forms used in the district.
 6. 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.
 7. Teachers shall have the right to request an additional evaluation by another administrator from within the district.
 8. It is understood that no evaluation of a teacher's work performance shall be made apart from the procedures listed in this agreement.

ARTICLE XIII - TEACHER EVALUATION (continued)

- 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.

- E.
 - 1. When a probationary teacher is notified of discharge by the Personnel Office, he will also be notified of his right to have a closed Board hearing on the merits of such action. The hearing may be held after official Board action on his dismissal, providing that the hearing request is made within twenty (20) school days of official notification of discharge. If the probationary teacher requests a hearing, he will receive a written statement of the reasons his work performance was considered unsatisfactory, ten (10) school days in advance of the hearing. The decision of the Board regarding his reinstatement will be final and nongrievable.
 - 2. In positions where certification is not required, or tenure does not apply, the first two school years of employment shall be deemed to be probationary. An individual will be required to serve only one probationary period in the district, provided that a third year probationary period may be required by the Board.

ARTICLE XIII - TEACHER EVALUATION (continued)

E. (continued)

3. After satisfactory completion of the probationary period, the teacher shall be placed on a continuing contract by the Board.
 4. If an individual is in a position that does not require a teacher's certificate, he must meet temporary state approval for the position occupied before starting the probationary period and shall not receive a continuing contract unless fully approved by the state.
- F. A teacher who so requests, may have an Association representative present during the review and discussion of the formal evaluation form.

ARTICLE XIV - TEACHER PROTECTION

A.

1. Any case of alleged 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 shall provide legal counsel to advise the teacher of his rights and obligations with respect to alleged assault and/or battery and shall render other assistance it deems necessary to the teacher in connection with handling 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 alleged assault and/or battery upon him in a court of competent jurisdiction from which no appeal has been taken.
2. In the case of an alleged assault and/or battery by a student upon a teacher, the student will be suspended by the administrator, pending a hearing with the student, teacher, parent and administrator, to determine whether assault and/or battery occurred.

ARTICLE XIV - TEACHER PROTECTION (continued)

A. (continued)

3. If the administrator determines that alleged assault and/or battery occurred, he will recommend either extended suspension or expulsion of the student to the Superintendent, for a decision under the procedures of the Student Code of Conduct.
- 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. Teachers will follow building discipline policies and the Student Code of Conduct for routine discipline problems. When it becomes necessary for a teacher to exclude a pupil who is interrupting the educational process, the teacher may send the student to the office. The student will not be returned to the classroom until the teacher has been notified, in writing, of the action taken by the administration.
 - 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.

ARTICLE XIV - TEACHER PROTECTION (continued)

- G. Under no circumstances shall teachers assume responsibility for storage of medications. Under no circumstances shall teachers assume responsibility for administration of medication, unless the teacher is the designee of the principal. Such designee shall be fully protected and insured by the Board from liability for such action.

Legal Reference: Public Act #157 340.378:

"A teacher who in good faith administers medication to a student in the presence of another adult pursuant to written permission of the student's parents or guardian and in strict compliance with the instructions of a physician is not liable in any criminal action or for any civil damage as a result of the administering, except for acts or admissions amounting to gross negligence or willful and wanton misconduct."

ARTICLE XV - INSERVICE, CONFERENCES AND CONVENTIONS

- A. The Board and the Association agree that it is desirable for teachers to have an opportunity to participate in Inservice Education, in professional organizations of the area of their specialization, and in conferences and/or conventions of an educational nature.
- B. The Board shall allocate \$15.00 per teacher in the school year 1973-74, and \$17.50 per teacher in the school years 1974-75 and 1975-76. These funds shall be made available in each building for the above-mentioned purposes (Section A). The principal will decide on the use of these funds after giving his staff an effective voice in how the funds should be used. Effective voice will not mean a veto of the principal's final decision on the use of funds. Teachers' salaries, substitutes' salaries, and district-wide inservice costs will not be deducted from these funds.
- C.
1. There shall be no deduction from the teacher's leave bank credit for attendance at a conference or convention.
 2. There shall be no loss of regular salary to teachers attending approved conferences and/or conventions.
 3. Principals may grant days in addition to those for which there is reimbursement.

ARTICLE XV - INSERVICE, CONFERENCES AND CONVENTIONS (continued)

D. Conference and Convention Reports:

1. Upon return from a conference or convention, the teacher will submit a report to the principal on the form currently in use.
2. Reimbursement to the teacher will be made from building allotment funds, after the standard form for this purpose has been turned in to the principal.

E. Inservice:

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. It is understood that such after-school courses, etc., shall be without additional pay or compensation for time spent in class.
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 XVI - SCHOOL CALENDAR

- A. The teachers' contract will be from September 12, 1973 through June 19, 1974 and, September 3, 1974 through June 13, 1975 and, September 2, 1975 through June 11, 1976, as shown in Appendix A.
- B. Regulations Governing Teachers' Work Days:
1. During teacher work day in September, as shown in Appendix A, no district-wide departmental or general meetings will be held. No building meetings shall be held on elementary card-marking half-days, except in the case of an emergency.
 2. No more than one short building meeting will be held in each of the two work periods 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 13, 1975 and June 11, 1976, when their work is finished and they have checked out and, provided that teachers remain in their schools from 8:30 a.m. to 11:30 a.m. Report cards will be mailed.
 4. School will be dismissed district-wide two (2) half days during the school year. These half-days shall be used for curriculum development. One additional half-day of inservice or teacher work day will be inserted in the 1973-74 calendar for secondary teachers by Association and Board approval.
- C. 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.
- D. The School Calendar is subject in all respects to the regulations of the State of Michigan, and in the event that any provision of this Article or Appendix A shall at any time be officially determined to be contrary to the regulations of the State of Michigan, the Association and the Board will mutually agree on a provision that will meet the minimum requirements for full State Aid.

ARTICLE XVII - 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 with at least three (3) years teaching experience
 - 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. In hardship cases, this provision may be waived - upon agreement of the Association and administration.
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 during the 1973-74 year; \$40.00 during the 1974-75 and 1975-76 years.
4. The universities or the Board will pay all funds for supervising student teaching, directly to the teacher. The Board of Education will advise the universities to provide the Association: a list of supervising teachers, the number of weeks they had a student teacher, full or half days, and the amount paid by 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.

ARTICLE XVII - ADDITIONAL TEACHING ASSIGNMENTS (continued)

A. Student Teaching Program (continued)

6. The Board shall assume all legal responsibilities for the supervising of the student teacher.
7. There shall be no more than fifty (50) student teachers placed in the second semester of the 1973-74 school year and in each semester in the 1974-75 and 1975-76 school year.

The student teacher will be interviewed by the principal and prospective supervising teacher; the student teacher will submit an autobiographical sketch, a summary of classes taken, and a statement of academic achievement, to the principal and supervising teacher. If, as a result of the interview it is found that incompatibilities exist, the student teacher may be reassigned.

8. Both the Association and the Board will attempt, through the universities, to provide as many minority student teachers as possible.

B. Summer School:

1. In the event a summer school program is authorized by the Board, notice of all anticipated summer school vacancies will be posted in each building by May 1, for at least ten (10) working days prior to filling vacancies.
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.

ARTICLE XVII - ADDITIONAL TEACHING ASSIGNMENTS (continued)

B. Summer School (continued)

4. Appointments to summer school positions will be made the first day following the official registration. Appointments will be made by letter specifying the subject, hours and place of assignment.
5. All teachers appointed to summer school positions shall be compensated at the rate of \$7.00 per hour. Teachers shall be compensated for fifteen (15) minutes preparation time before, and fifteen (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 XVII-B - Summer School: Article I - B, D, E, F; Article III - D; Article V - A-6, B-6-a, B-9; Article VII, Articles VIII, IX, X-B; Articles XI, XIII, XIV-F, XV, XVI, XVII-A, C; Articles XIX, XXI, and XXII.

ARTICLE XVII - ADDITIONAL TEACHING ASSIGNMENTS (continued)

C. Driver Education:

(after school, Saturdays, and Summer School)

1. In the event the Board of Education authorizes a Driver Education Program during 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 made available through the secondary principals and the Office of Extended Services.
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 \$7.00 per hour, when the assignment is not part of the teacher's regular working day. Classroom or simulator assignments shall include twelve (12) minutes preparation time per hour of instruction. Behind-the-wheel assignments shall include vehicle pickup and delivery time, if necessary.
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. 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 will receive compensation for that day at the regular daily rate.
7. The following portions of this Agreement shall not apply to Article XVII-C - Driver Education:
Article I-B, D, E, F; Article III-D; Article V-A, 1-6, B-6a, B-9; Articles VII, VIII, IX, X-B, XI, XIII, XIV-F, XV, XVI, XVII-A,B, XIX, XXI, XXII.

ARTICLE XVIII - GRIEVANCE PROCEDURE

- A. A claim by a teacher of the Association, that there has been a violation, mis-interpretation or misapplication of any provision of the Agreement, may be processed as a grievance as hereinafter provided.
- B. All time limits herein shall consist of school days. Time limits may be extended upon good cause shown, or mutual consent of the parties. It is understood that the time limits set forth herein or agreed upon, shall be considered as substantive and, failure to conform to them shall mean default by the party failing to conform. In the event of such default, the remedy requested by the grievant shall be granted.
- C. 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.
- D. 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 or, ten (10) school days after the knowledge of the alleged violation, signed by the grievant or Association and filed with the appropriate supervisor who could remedy the alleged grievance.

Within ten (10) school days after the receipt of the written grievance, the supervisor shall give his answer, in writing, to the grievant and to the Association.

ARTICLE XVIII - GRIEVANCE PROCEDURE

D. (continued)

2. Step Two: In the event the grievant is not satisfied with the disposition of his grievance at Step One, within five (5) school days from the date of receipt of the supervisor's answer, the grievant may appeal the grievance to the Office of Personnel and Labor Relations. Such appeal shall be in writing. Within five(5) school days after receipt of such request for appeal, the Personnel Director or Director of Labor Relations shall hold the meeting in an attempt to resolve the alleged grievance. Only the grievant and not more than two (2) representatives of the Association shall be present at such meeting. Within three (3) school days upon conclusion of such meeting, the Personnel Director or Director of Labor Relations shall present the Association President with a written answer to the grievance.
3. Step Three: Within five (5) school days after receiving the decision from the Personnel Director or the Director of Labor Relations in Step Two, the grievant or the Association may appeal to the Superintendent of Schools or his designated representative. At this point, the Superintendent or his designee shall either:
 - a) Attempt to resolve the grievance by holding a meeting with the grievant and not more than two (2) representatives of the Association. Such meeting shall be scheduled within five (5) school days from the date of receipt of the appeal; or
 - b) Refer the grievance to Step Four within five (5) school days from the date of receipt of the appeal. Written notice of such referral shall be given to the Association.

If the Superintendent holds a meeting, he shall present the Association, within five (5) school days after conclusion of such meeting, a written answer to the grievance.

ARTICLE XVIII - GRIEVANCE PROCEDURE (continued)

D. (continued)

4. Step Four: Within five (5) school days from the date of the receipt of the decision of the Superintendent, the grievant or the Association may appeal, in writing, to the Board of Education. The Board, or its designated sub-committee, shall investigate the grievance, including giving the grievant and the Association a reasonable opportunity to be heard. The Board or its designated committee shall render its decision, in writing, after holding the hearing on the appeal. A copy of the Board's decision, in writing, shall be delivered to the Superintendent of Schools and the Association within twenty-five (25) school days after receipt of the appeal from Step Three.
5. Step Five: If the alleged grievance is not settled at Step Four, the matter may be appealed to arbitration, provided that notice to appeal the matter is given to the Board within five (5) school days from the date of receipt of the Board's (or committee thereof) written decision at Step Four. Within seven (7) school days, the party seeking arbitration shall file a demand for arbitration with the American Arbitration Association. The arbitrator shall then be selected according to the Rules of the American Arbitration Association.
- E. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to reply in any evidence not previously disclosed to the other party.
- F. The grievant may request assistance from the Association to aid him or represent him.
- G. 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.
- H. No claim for reimbursement of back wages shall exceed the amount the grievant would otherwise have earned during the period of time the violation was in existence.

ARTICLE XVIII - GRIEVANCE PROCEDURE (continued)

- I. All documents, communications and records, dealing with the processing of grievances, shall be filed separately from the personnel file of the participants.
- J. The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- K. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discussing and having it resolved informally with the employer; provided that the Association be given the opportunity to be present at the hearing or meeting of such grievances and that the final decision by the employer is not inconsistent with the terms of this Agreement.
- L. 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 reemploy probationary teacher.
 - a) The placing of a non-tenure teacher on a third year of probation.
 - b) Any matter subject to the procedures specified in the Teachers' Tenure Act (Act 4 of Public Acts, Extra Sessions of 1937 of Michigan, as amended).
- M. Grievances arising under this article shall be processed during non-teaching hours. For the purpose 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.
- N. 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.

ARTICLE XVII - GRIEVANCE PROCEDURE (continued)

- O. In the event a grievance is filed after May 15 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. During summer recess, school days shall be counted as five (5) school days per calendar week.

- P. The fees and expenses of the arbitrator shall be shared equally between the Board and the Association. Teachers called by the Association as witnesses will be granted leave with pay for the time required. The Association will be billed for the substitute cost. 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. Administrators and teachers who have knowledge pertinent to the grievance shall, if possible, be made available as witnesses, upon five (5) school days advance notice by either party.

ARTICLE XIX - SPECIAL EDUCATION

- A. Special Education personnel, other than classroom teachers, will notify the Special Education Office of impending absence. The Special Education Office will notify the building(s) involved.

- B. The regular work day for special education classroom teachers shall be the same as for all other regular teachers in the district.

- C. Psychologists, school social workers and curriculum resource consultants shall be evaluated by the Director of Special Education.

- D. Speech therapists, teachers for the homebound, T/C for physically handicapped and the Type C consultant shall be evaluated by their designated Special Education supervisor.

- E. Special Education classroom teachers shall be evaluated jointly by the Principal of the building in which they are located and their designated Special Education supervisor.

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

ARTICLE XX - 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, with the 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 subcommittee 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 XXI - RETIREMENT POLICY

All employees of 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 XXII - STRIKES

During the term of this agreement, the Association will not authorize, sanction, or condone - nor will any member of the bargaining unit take part in - any strike as defined in Michigan Public Act 379 of 1965.

ARTICLE XXIII - 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 teacher 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 XXIV - 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 so doing, 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 XXV - DURATION OF AGREEMENT

This Agreement shall be effective as of September 25, 1973, and shall continue in effect until August 31, 1976. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By

Gerald A. L. L. L.
President

BOARD OF EDUCATION

By

W. H. L. L.
President

By

Thomas Beckett
Vice-President

By

Edward J. McInerney
Secretary

APPENDIX A - SCHOOL CALENDAR

FARMINGTON PUBLIC SCHOOL DISTRICT - 1973-74

September 17 Teacher Work Day - No Students

September 18 Senior High Registration
Junior High and Elementary - Students Report

November 9 Kindergarten & Secondary - Students All Day
Elementary 1-6: Students A.M., Teachers' Work Day P.M.

November 22, 23 Thanksgiving Recess

December 5 Inservice Half-Day P.M.: Professional Development

December 21 Winter Vacation (Close of Day)

January 2 School Reconvenes

January 24 Secondary Finals A.M. - Teachers' Work Day P.M.
Elementary K-6: Students All Day

January 25 Secondary Finals A.M. - Teachers' Work Day P.M.
Elementary K-6: Students A.M., Teachers' Workday P.M.

January 28 Second Semester Begins

February 27 Inservice Half-Day P.M.: Professional Development

March 29 Kindergarten & Secondary: Students All Day
Elementary 1-6: Students A.M., Teachers' Work Day P.M.

April 11 Spring Vacation (close of day)

April 22 School Reconvenes

May 27 Memorial Day Recess

June 18 Secondary Finals A.M., Teachers' Work Day P.M.
Elementary K-6: Students All Day

June 19 Secondary Finals A.M., Teachers' Work Day P.M.
Elementary Students K-6: A.M., Teachers' Work Day P.M.

SUMMER SCHOOL 1974

June 24 Summer School Work Day

June 25 Summer Classes Start

July 4, 5 Independence Day Recess

August 7 Last Day of Summer School

APPENDIX A - SCHOOL CALENDAR

FARMINGTON PUBLIC SCHOOL DISTRICT - 1974-75

September 3 Teacher Work Day - No Students
 September 4 Senior High Registration
 Junior High: Students Report
 Elementary: 7th Gr.Orientation A.M.,All Students P.M.
 Students Report
 September 5 Senior High: Teachers' Work Day A.M., Students P.M.
 Elementary & Jr.High: Students All Day
 November 8 Kindergarten & Secondary: Students All Day
 Elementary 1-6: Students A.M.,Teachers' Work Day P.M.
 November 28, 28 Thanksgiving Recess
 December 4 Inservice Half Day P.M.: Professional Development
 December 20 Winter Vacation (close of day)
 January 6 School Reconvenes
 January 22, 23 Secondary Finals A.M., Teachers' Work Day P.M.
 Elementary K-6: Students All Day
 January 24 Secondary: Teachers' Work Day
 Elementary K-6: Students A.M.,Teachers' Work Day P.M.
 January 27 Second Semester Begins
 February 26 Inservice Half Day P.M.: Professional Development
 March 21 Kindergarten & Secondary: Students All Day
 Elementary 1-6: Students A.M.,Teachers' Work Day P.M.
 March 27 Spring Vacation (close of day)
 April 7 School Reconvenes
 May 26 Memorial Day Recess
 June 11 Secondary: Finals A.M.,Teachers' Work Day P.M.
 Elementary K-6: Students All Day
 June 12 Secondary: Finals A.M.,Teachers'Work Day P.M.
 Elementary K-6: Students A.M., Teachers' Work Day P.M.
 June 13 Records Day - No Students
 SUMMER SCHOOL 1975
 June 23 Summer School Work Day
 June 24 Summer Classes Start
 July 4 Independence Day Recess
 August 5 Last Day of Summer School

APPENDIX A - SCHOOL CALENDAR

FARMINGTON PUBLIC SCHOOL DISTRICT - 1975-76

September 2 Teachers' Work Day - No Students

September 3 Senior High Registration
 Junior High: Students Report
 7th Grade Orientation A.M., All Students P.M.
 Elementary: Students Report

September 4 Senior High: Teachers' Work Day A.M., Students P.M.
 Elementary & Jr. High: Students All Day

November 7 Kindergarten & Secondary: Students All Day
 Elementary 1-6: Students A.M., Teachers' Work Day P.M.

November 27, 28 Thanksgiving Recess

December 3 Inservice Half-Day P.M.: Professional Development

December 19 Winter Vacation (close of day)

January 5 School Reconvenes

January 21, 22 Secondary Finals A.M., Teachers' Work Day P.M.
 Elementary K-6: Students All Day

January 23 Secondary: Teachers' Work Day
 Elementary K-6: Students A.M., Teachers' Work Day P.M.

January 26 Second Semester Begins

February 25 Inservice Half-Day P.M.: Professional Development

March 19 Kindergarten & Secondary: Students All Day
 Elementary 1-6: Students A.M., Teachers' Work Day P.M.

April 15 Spring Vacation (close of day)

April 26 School Reconvenes

May 31 Memorial Day Recess

June 9 Secondary: Finals A.M., Teachers' Work Day P.M.
 Elementary K-6: Students All Day

June 10 Secondary: Finals A.M., Teachers' Work Day P.M.
 Elementary K-6: Students A.M., Teachers' Work Day P.M.

June 11 Records Day - No Students

SUMMER SCHOOL 1976

June 21 Summer School Work Day

June 22 Summer Classes Start

July 4 Independence Day Recess

August 3 Last Day of Summer School

APPENDIX B - SALARY SCHEDULE 1973-74

<u>STEP</u>	<u>AB</u>	<u>MA</u>
0	8870	9715
1	9359	10428
2	9925	11186
3	10676	11972
4	11240	12747
5	11820	13527
6	12455	14335
7	13112	14900
8	13747	15480
9	14309	16560
10	15168	17580

The Ed. Specialists schedule shall be \$650.00 above the MA schedule at each step.

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 VII, Section G.

Salary Schedule - 1974-75:

The following procedure will be followed in determining the salary schedule for 1974-75: Each step of the salary schedule for 1973-74 will be increased by a percentage equal to the change in the Detroit Consumer price index during the period from July, 1973 to July, 1974, with a guaranteed minimum of 3.5 percent and a maximum of 6 percent, with the exception of the BA minimum step which shall be \$8900.

Salary Schedule - 1975-76:

The following procedure will be followed in determining the salary schedule for 1975-76: Each step of the salary schedule for 1974-75 will be increased by a percentage equal to the change in the Detroit Consumer price index during the period from July, 1974 to July, 1975, with a guaranteed minimum of 3.5 percent and a maximum of 6 percent, with the exception of the BA minimum step which shall be \$9000.

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 Farmington Public Schools may be allowed, upon the recommendation of the Superintendent.

Such assignments shall be offered to the members of the bargaining unit first. Such assignments may be filled by persons outside the bargaining unit if no teacher-volunteers are obtainable.

INTERSCHOLASTIC ATHLETICS

<u>SENIOR HIGH SCHOOL</u>		<u>JUNIOR HIGH SCHOOL</u>	
FOOTBALL - Head	11.0%	FOOTBALL - Head	6.5%
Assistant	7.5	Assistant	5.5
Reserve	7.0		
BASKETBALL-Head	11.0	BASKETBALL-Head	6.5
Reserve	7.5	Assistant	5.5
WRESTLING -Head	10.0	WRESTLING -Head	6.5
Assistant	7.0	Assistant	3.5
SWIMMING - Head	10.0		
Assistant	7.0		
TRACK - HEAD	8.5	TRACK - Head	5.0
Assistant	6.5	Assistant	4.5
BASEBALL - Head	8.0		
Reserve	6.0	CROSS COUNTRY	3.0
CROSS COUNTRY	6.0		
GYMNASTICS - Boys	10.0		
SPORTS - Girls (Per Sport)	5.0		
TRAINER	7.5		
TENNIS	7.0		
GOLF	5.0		

OTHER EXTRA DUTIES

SENIOR CLASS ADVISER-Head	3.0	GIRLS ATHLETIC ASSN.	6.0
GIRLS ATHLETIC ASSN.	6.0	CHEERLEADING	3.0
CHEERLEADING	4.0	INTRA-MURAL	2.0
INTRA-MURAL	2.0	BAND	6.0
INSTRUMENTAL MUSIC	10.0	VOCAL	5.0
MUSICAL DIRECTOR		READING CONSULTANTS	4.5
(if performed)	5.0		
VOCAL	8.0		
DEBATE	4.0		
DRAMATICS	3.5		
SCHOOL PAPER	3.0		

APPENDIX B-1 - SPECIAL ASSIGNMENTS (continued)

OTHER EXTRA DUTIES

<u>SENIOR HIGH SCHOOL</u>	<u>JUNIOR HIGH SCHOOL</u>	
ANNUAL	3.0%	
SATURDAY TESTING PROGRAM (Counselors) hourly rate		
1973-74	\$5.75	
1974-75	6.00	
1975-76	6.25	
FORENSICS	2.0%	
 <u>ELEMENTARY</u> 		
CONSULTANTS - READING SPECIALISTS	4.5%	
LIBRARIANS (teacher)	5.0	
HEAD OF SAFETY PATROL OR SERVICE SQUAD (if combined)	3.0 5.0	
SPECIAL EDUCATION ASSIGNMENTS	4.5	
ACTING PRINCIPAL	3.5	
ACTING PRINCIPAL (Without a full-time principal)	5.0	
OUTDOOR EDUCATION	\$25.00 per day for overnight and weekends	
EXTRA DUTY RATE PER HOUR (ALL LEVELS) (Computed to the nearest quarter-hour)	1973-74 1974-75 1975-76	\$5.50 5.75 6.00
TICKET TAKER - Senior High	(per event)	7.00
TICKET TAKER - Junior High	(per event)	4.50

APPENDIX C - RESPONSIBILITIES OF BUILDING DEPARTMENT CHAIRMEN

1. Assist in ordering supplies and materials
2. Promote communications within the department
3. Advise the administration regarding policies affecting the department
4. Aid in orienting new members in the department
5. Assist with the inventory of department equipment
6. Assist in the placement and guidance of student teachers
7. Assist the administration in development of educational specifications for new secondary schools and additions - and renovations to existing schools
8. Coordinate the work of textbook selections and adoptions
9. Assist in the coordination, development and evaluation of the curriculum in his department
10. Call and chair meetings of his department
11. Assist the administration in the development of inservice programs for teachers in his department
12. Assist with the development of procedures for conference attendance within his department, consistent with the Master Agreement and school Board policies.