

8/30/98

MASTER CONTRACT

Between The

**FARMINGTON
BOARD OF EDUCATION**

And The

**FARMINGTON EDUCATION ASSOCIATION
MEA/NEA**

1992-1998

Farmington, Michigan

Farmington Public Schools

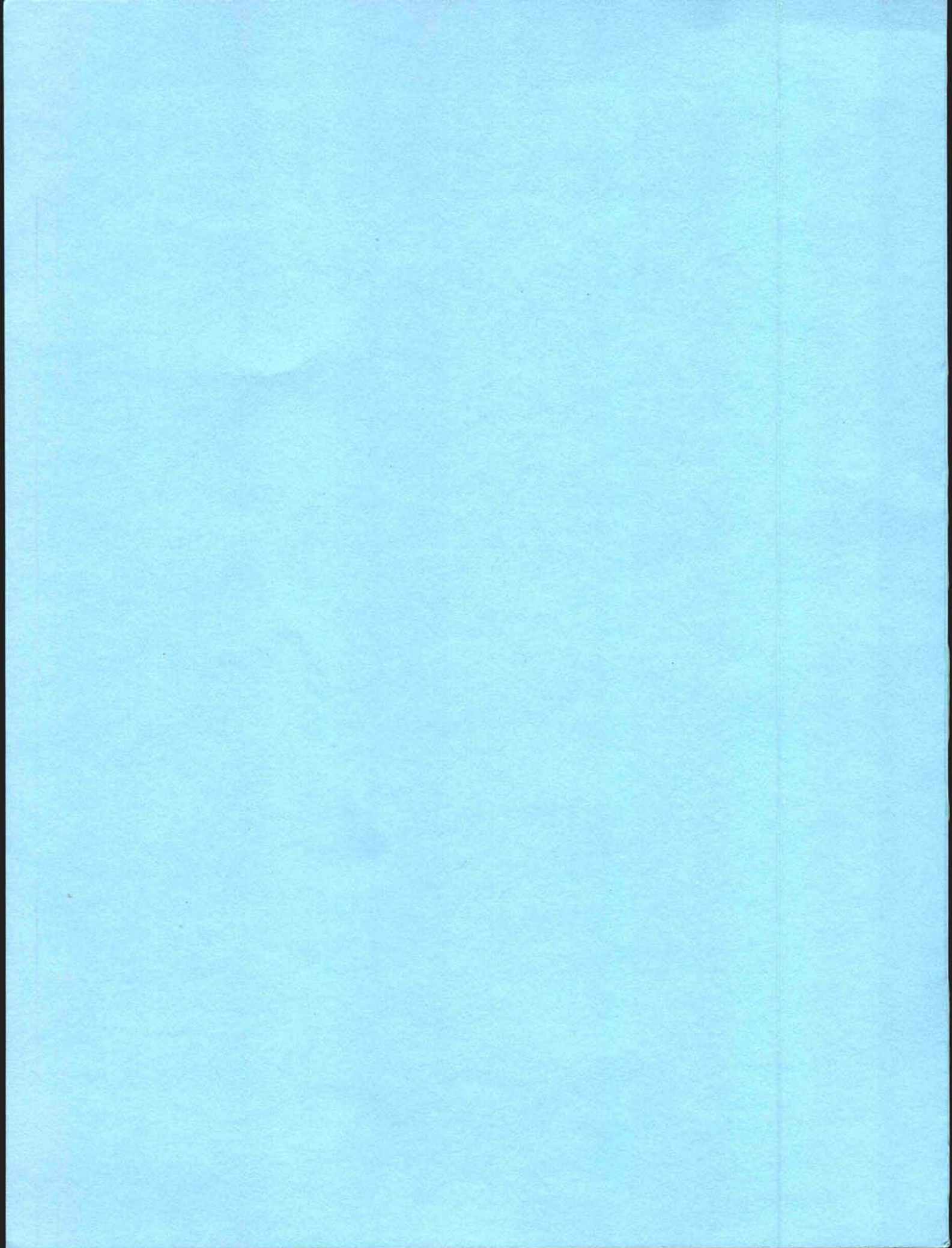


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AGREEMENT

This AGREEMENT, made and entered into March 28, 1995 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, including: Summer School and Driver Education teachers, coordinators, music, art, occupational and physical therapists, nursing arts teachers, psychologists, school social workers, other special education teaching personnel, preschool developmental teacher, counselors, department chairpersons, permanent substitutes, but excluding: Substitute teachers (other than permanent substitutes), Adult Education teachers, the Superintendent, Assistant Superintendents, Business Manager, Directors, Principals, Administrative Interns, Administrative Assistants, and 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 this Agreement, unless otherwise specified in this Agreement, including the obligation to render dues or an equivalent service charge under the provisions of "D" below, 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. 1. Except as provided elsewhere herein, each bargaining unit member, including leave teachers, shall as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "policy regarding objections to political - ideological expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

Bargaining unit members on a leave of absence who do not pay such dues or service fee directly to the Association by February 15 will not have their leave of absence extended for the next school year. They will have to choose to return to work or to resign from the District. If they choose to return to work they will have the delinquent and current dues or service fee deducted from their wages the year they return to active teaching.

ARTICLE I - RECOGNITION (continued)

- D. 2. Pursuant to Chicago Teachers Union v Hudson, 106 S CT 1066 (1986), the Association has established a "policy regarding objections to political - ideological expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-association bargaining unit members. The remedies set forth in the Association policy in D.1. above shall be exclusive, and unless and until such procedures including any administrative or judicial review thereof, shall have been availed and exhausted, no dispute claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to any other administrative or judicial procedure. No dispute, claim or complaint by bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement.
3. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to nonmembers along with other required information may not be available and transmitted to nonmembers until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment or nonpayment of the representation fee by nonmembers shall be activated thirty (30) days following the Association's notification to nonmembers of the fee for that given school year.
- E. 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 1970-71 school year.
- F. Exceptions to Section D, above, shall be:
1. Anyone not covered by the collective bargaining agreement.
 2. Teachers on layoff pursuant to Article XII.
 3. Teachers hired during the school year shall be required, as a condition of employment within thirty (30) days from the date of commencement of duties, to tender (through direct payment or deduction authorization) only a pro rata amount of the membership dues or service charge. Such pro raturum shall be based on a maximum of ten (10) months (school year), and the number of months remaining in the school year.
- G. In the event teachers do not tender their payment of dues or service charge directly to the Association, they may execute a written authorization to the Board for deductions from their 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. A revocation filed after September 1 of any year, shall not be effective until the first paycheck due in the following school year.

ARTICLE I - RECOGNITION (continued)

G. The deductions permitted under the authorization shall be:

1. Association Member: The regular and equal amount of Association dues and fees, including the MEA and NEA (but excluding fines, assessments, etc.).
2. Nonmembers: The service charge certified by the Association as set forth in Section D.2.

H. The procedure for deduction 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 payday of the month the first deduction is to be made.
 3. Dues shall be deducted in an equal amount from one (1) regular paycheck 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.
 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 service charge, 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.
- I. 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.
- J. 1. 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 Agreement.

ARTICLE I - RECOGNITION (continued)

- J. 2. The Association further agrees to indemnify the Board for any cost or damages, including unemployment compensation, which may be assessed against the Board as the result of said suit or action, subject, however, to the following conditions:
- a. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 - b. 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.
 - c. 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.
 - d. The Association shall have the right to compromise or settle any claim made against the Board under this Article.

K. 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.
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.
4. A permanent substitute shall be defined as a substitute teacher who has taught for sixty (60) consecutive school days in one (1) specific teaching position during the absence of the regularly assigned teacher.
 - a. The Board shall notify the Association when a substitute has taught sixty (60) consecutive days in one (1) specific teaching position, or one hundred twenty (120) days in a school year.
 - b. The Board agrees to deduct professional dues or an equivalent fee, on a pro rata basis, for the remaining time that the permanent substitute continues in that same assignment.
 - c. A permanent substitute who is subsequently contractually employed by the Board in a regular teaching assignment will receive teaching experience credit on the appropriate salary schedule for the experience gained as a permanent substitute within the District.
 - d. In the event that a permanent substitute is subsequently contractually employed by the Board in a regular teaching assignment, experience gained as a permanent substitute shall also count in determining the teacher's tenure and seniority date, unless there is a break in service.

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 F.E.A. 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 cost involved.
- B. 1. Membership insignia or pins appropriate for normal wear may be worn by members of the Association.
2. 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 have the responsibility for the placing of such materials and the content thereof.
3. The Association shall continue to have the right to place materials relating to the official business of the Association in the teachers' mailboxes. The Association building representative shall have the responsibility for placing of such materials and the content thereof.
4. All Association materials posted or placed in teachers' mailboxes shall be identified as to its source.
5. Pupils shall not be involved in the delivering of Association communications. It is understood that the use of communication media shall not interfere with regular school business.
- C. It is the responsibility of the Association to honor written Board policies and written administrative regulations not in conflict with the provisions of this Agreement.
- D. 1. Association officials who are not employees of the District shall be permitted to visit school premises to transact official Association business, provided they first report to the Principal's office (or other Board representative in appropriate instances) upon entry, and secure permission from the Principal (or other Board representative). Permission shall not be withheld if the Association official's visit will not interfere with or disrupt school operations.

ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES (continued)

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

These meetings shall be the following:

- a. F.E.A. Representative Assembly.
 - b. Committees set up in cooperation with the Board or administration.
 - c. F.E.A. general or bargaining unit meetings, not to exceed five (5) in any year.
 - d. Any F.E.A. committee meeting, provided the teacher gives notice to the Principal prior to the committee meeting they are attending.
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 nor interrupt school business.
- E. The Association agrees that it shall continue to admit all teachers to its membership without discrimination by reason of race, color, religion, creed, sex, national origin, handicap, marital status, height, weight, or age, and to represent equally all teachers without regard to membership or participation in or association with the activities of any other teacher organization.
- F. 1. 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):
- a. Agendas and minutes of all Board meetings.
 - b. Annual and monthly financial reports and audits.
 - c. Budgets and budget revisions.
 - d. Student membership and census data.
 - e. Projected data: Financial resources and school population.
 - f. Board Policies and By-laws.
2. The Board will make available to the Association, as soon as possible, and no later than the end of the second (2nd) 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.

ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES (continued)

- G. 1. 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:
- a. Proposed Referenda on Operating Millages.
 - b. Proposed Referenda on Bond Issues.
 - c. Proposed major revisions of education policy and curriculum.
2. The decision of the Board on the above will be final and nongrievable providing the procedure set forth in this provision has been followed.
- H. 1. The Board shall provide, at no cost to the Association, released time for Association business as approved by the Association President, provided that the notice for leave has been submitted to the Personnel Office in advance, with a copy sent to the building Principal.
2. When these days accumulate beyond thirty-five (35) in any school year, the Association will reimburse the District for the substitute's pay, if a substitute is provided. Once a year, three (3) delegates will be released to attend the MEA Representative Assembly, without charge to the Association or the individual. If the Association does not use all of its allocated Association Days by the end of the contract year, it will be permitted to carry over the unused portion, to be used in the next fiscal year.

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. 1. The Board will continue to apply the provisions of the Agreement without regard to race, color, religion, creed, sex, national origin, handicap, marital status, height, weight, or age.
2. It is expressly agreed between the Board and Association that sexual harassment of students or teachers will not be condoned. The Board further agrees that its administrators or teachers will not be allowed to engage in any such behavior or practice. All charges of alleged sexual harassment will be reported to the Personnel Office for investigation and action. In the event a teacher or administrator is found to have engaged in sexual harassment, such behavior will be considered just cause for discipline, suspension, or termination of employment.
- C. It is the written responsibility of all teachers to honor written Board policies and written administrative regulations not in conflict with the provisions of this Agreement.

ARTICLE III - TEACHER RIGHTS AND RESPONSIBILITIES (continued)

- D. 1. Absent teachers, or their agent, will report their impending absence at least one (1) hour before their scheduled reporting time, preferably by 6:30 a.m. A telephone message taking device will be provided by the Board.

Absent teachers, or their agent, shall state their name, school, date of absence, a.m. or p.m., grade and/or subject taught and reason for absence. If requested, the teacher shall report the type of leave day taken to the building administration upon return to work unless prior notification is required by the Master Agreement.

2. 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.
3. In each school, the Principal and staff will develop a procedure so that the Principal will know, at the beginning of each school day, if a group of students is unsupervised.
4. 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. These plans or alternative plans will be available for the substitute teacher in the classroom. At the conclusion of the school year, the teacher agrees to retain the lesson plan book and make it available to the Administration, upon request, through September 30th of the next school year. The Administration will continue to encourage long-range planning by the teacher.
5. Unless the length of absence is prearranged, the absent teachers or their agents shall call their building Principal at least one (1) hour before the end of the teacher's work day on the day before they will return to their post to confirm that the teacher is returning to work the next day. In the event they are unable to reach the building Principal, or his/her agent, they will call the substitute teacher telephone reporting line. Without such a call on Monday through Thursday, it will be assumed the teacher does not plan to return and the substitute will be retained for the following day. If the teacher does not make a call and both the teacher and the substitute report for work the following day, the substitute's salary may be deducted from the teacher's salary, if there is no other assignment available for the substitute. Substitutes will be released on Friday or a day before a holiday period unless further absence has been prearranged. If a continued absence has not been prearranged for a Monday or a day following a holiday, the teacher will notify the substitute teacher telephone reporting line according to D.1. above.
6. The Board will attempt to provide substitutes for all teachers except: coordinators, counselors, special education itinerant personnel, elementary instrumental music teachers and reading specialists. The District will provide substitutes for elementary media specialists who are absent for more than three (3) consecutive days. If the absence is for two (2) consecutive days or more and is prearranged at least a day in advance, the District will provide a substitute for an Elementary Media Specialist on the first day of the absence.

ARTICLE III - TEACHER RIGHTS AND RESPONSIBILITIES (continued)

- 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, employees shall provide, by certification of their private physician, evidence of:
 - a. Such state of health that they are able to attend to their assigned duties without undue absence during the ensuing year.
 - b. Freedom from active tuberculosis and other communicable diseases.
 2. At least every three (3) years thereafter, the employee will show evidence of continued freedom from active tuberculosis by either a tuberculin skin test or a chest x-ray, in accordance with state regulations.
 3. Teachers recognize they must comply with this state regulation.
- F.
1. 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 Districtwide closing.
 2. In the event 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, and the Association will be advised of the Superintendent's decision as soon as possible.
- G. Teachers who are unable to attend school due to weather problems in their home area will be charged a personal business day if every attempt has been made to attend school. In the event a personal business day is not available for the teacher's use, the teacher will be charged the cost of the substitute.
- H.
1. It is the responsibility of teachers to be properly certified and meet all of the qualifications of the position for which they are employed.
 2. It will be the responsibility of teachers to notify the District and Association as soon as possible of any change of name, address or telephone number following initial employment or while on a leave of absence.
- I. Any and all responsibilities related to the submission of state, county, and School Board reports will be accomplished apart from classroom instructional time.
- J. 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.

ARTICLE III - TEACHER RIGHTS AND RESPONSIBILITIES (continued)

- K. 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. 1. 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 the personnel.
2. 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 which has prevailed in the Farmington Public School District should be continued as a means of fostering good teaching and learning. Academic freedom will exist subject to the curriculum established by the Board of Education.
- 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. a. The regular working day, including lunch period, shall be seven (7) hours and fifteen (15) minutes, except for teachers assigned to elementary school(s) beginning with the 1995-96 school year. In this case, elementary teachers will have a seven (7) hour and thirty (30) minute regular working day. Teachers required to work beyond the regular working day as a result of an assignment in buildings with different starting and ending times will be compensated a pro rata share of the daily rate. 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.

ARTICLE V - WORKING AND TEACHING CONDITIONS (continued)

- A. 1. b. When proposals are made, as done in the past, to change past building practices, and approved by the principal, the changes will be made through a Memorandum of Understanding with the Association.
- c. The starting and ending times of teachers shall not be altered without giving the Association an effective voice in the decision.
- d. Payment for teachers who are assigned to a two-building assignment and who travel between two (2) buildings during their conference or lunch periods:
- 1) A teacher who travels between two high schools or a high school and a middle school or a high school and an elementary school, will be paid one-twenty-fourth (1/24th) of his/her annual salary. It is understood that this amount will be paid to the teacher if he/she has less time than the total of a high school lunch and conference period (85 minutes total) to travel between two high schools or between a high school and a middle school, or between a high school and an elementary school.
 - 2) A teacher who travels between two middle schools will be paid one-twenty-eighth (1/28th) of his/her annual salary if he/she has less time than the total of a middle school lunch and conference period (75 minutes total) to travel between the two middle schools.
 - 3) An elementary classroom teacher traveling between two elementary schools will be paid one-twenty-eighth (1/28th) of his/her annual salary provided he/she has not received compensation under A.1.a. above.
- e. Parent-Teacher Conferences
- 1) The following number of parent-teacher conferences will be scheduled annually:

Kindergarten - Seven (7) conferences per session
Grades 1-5 - Seven (7) conferences
Middle School- Four (4) conferences
High School - Three (3) conferences
 - 2) The kindergarten conferences as scheduled in Appendix A will remain unless otherwise mutually agreed upon between the building principal and the kindergarten teacher. The additional unscheduled parent conferences will be scheduled by mutual agreement between the principal and kindergarten teacher. The remaining conferences at all levels will occur as scheduled in Appendix A.
 - 3) The first two evening conferences scheduled in Appendix A will each be considered to be one-half (1/2) of a work day.

ARTICLE V - WORKING AND TEACHING CONDITIONS (continued)

- A. 1. f. If a majority of teachers in a building vote to conduct elementary parent conferences on another evening during the second semester, the schedule as printed in Appendix A shall be followed. Teachers will be released from the evening conferences upon notification to the building principal.

g. Building In-Service Training.

Beyond the regular school day, each teacher must, on his/her own time, attend a total of six (6) hours of inservice training. A Building Steering Committee composed of at least four (4) teachers and the supervisor will meet to plan the proposed topics for the training, which may include the School Improvement Team building goals. Each building staff, or department staff for non-building based staff, will then establish, by a majority vote, the day(s), time(s), and topic(s) for the training. The training sessions may be held on any scheduled work day and may be scheduled in any block of time, of at least one hour. The six (6) hours of training will be considered to be one work day. Buildings may, by a majority vote, decide to hold training sessions in smaller groups, such as by department or grade level. Buildings may also, by a majority vote of each building, decide to combine with another building(s) for training. Failure to comply with this annual requirement may result in the docking of one hour's pay for each hour of inservice that is not completed and/or disciplinary action.

2. a. 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:

- 1) Dances.
- 2) Grade or class parties (that are scheduled beyond the regular work day of teachers).
- 3) Athletic events or programs.
- 4) Music and art programs.
- 5) Dramatic productions.
- 6) Student fairs.
- 7) Club-sponsored events, excluding regular club meetings and trips.
- 8) Test proctor (Saturday Testing Program).
- 9) Commencement exercises (except senior class sponsor).
- 10) Bus supervision after the teacher's regular workday.
- 11) Emergencies as determined by the administration.

ARTICLE V - WORKING AND TEACHING CONDITIONS (continued)

- A. 2. b. 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.
- c. Payment for such activities shall not be funded from the student organization finances.
3. a. 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:
- 1) Daily preparation for effective teaching.
 - 2) Correcting student written work, including examinations.
 - 3) Attending faculty meetings:
 - a) Building meetings, as necessary, for the efficient functioning of the educational program of the school.
 - b) Systemwide meetings, when necessary, for the efficient functioning of the educational program of the District, including grade level and departmental meetings.
 - c) In elementary schools, no more than ten (10) mandatory staff meetings per year may be held, except in an emergency. The building administrator may schedule additional meetings but must indicate with the notification that attendance is optional.
 - 4) Annual Open House.
 - 5) Teachers will confer with parents at times other than formal reporting periods, preferably in accordance with their scheduled workday and during their conference period.
 - 6) The teacher occupying a split school assignment will be responsible for attending building meetings on an alternating basis and open house only at the school where the teacher completes the afternoon portion of their assignment.
- A kindergarten teacher with a split assignment may be required to attend both open houses but will be paid the extra duty rate for attending the second.
- b. Participation by teachers in activities of the school that are attended by the public; e.g., P.T.A. meeting, and student performances and activities, is desirable and shall be encouraged by the Association.

ARTICLE V - WORKING AND TEACHING CONDITIONS (continued)

A. 4. It is agreed that, upon reasonable request of a teacher in situations or for purposes which 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: Elementary teachers shall be provided with a duty-free, continuous lunch period of at least sixty (60) minutes.
- b. Middle School and High School: Each middle school and high school teacher will have a duty-free, continuous lunch period of at least thirty (30) 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. Middle School and High School: Each middle school and high school teacher shall be scheduled with a conference and/or preparation period, equivalent to a regular class period, each day, except that from time to time this period may be used for assembly programs.
- b. Elementary: Elementary teachers may use, for conference and/or preparation, time during which their entire class is receiving instruction from other personnel, with the following exceptions:
 - 1) In order to acquire the concepts necessary to integrate art and music into other subject areas, the non-tenure teachers will remain in the classroom with the art and music 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) Classroom teachers may, if they choose, remain in the classroom during the time described in paragraphs 1) and 2), above.
- c. Each elementary teacher shall be scheduled with a conference and/or preparation and planning period of thirty (30) consecutive minutes each day.

ARTICLE V - WORKING AND TEACHING CONDITIONS (continued)

- A. 6. d. 1) Elementary teachers shall receive a fifteen (15) minute relief period [kindergarten teachers: fifteen (15) minutes per session] a minimum of once per day, three (3) days per week.
- 2) It is further understood that additional relief time shall be provided whenever possible.
- 3) The aforementioned minimums shall be provided via the utilization of special service personnel. In no event shall shared recess be utilized to achieve the aforesaid standard.

7. Elementary Instructional Time:

Total instructional time will be five (5) hours and twenty-five (25) minutes. Beginning with the 1995-96 school year, student instruction time will be five (5) hours and fifty-four (54) minutes.

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 instructional space in school buildings for itinerant personnel. Such space will be scheduled and posted by the building principal, prior to special service personnel entering the building to meet with students.
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.

ARTICLE V - WORKING AND TEACHING CONDITIONS (continued)

- B. 4. Clerical personnel shall also continue to aid teachers as arranged between principal and staff.
5. One teacher paraprofessional will be provided per elementary building for kindergarten and grade one teachers. Teacher paraprofessional hours will be allocated according to a District-established formula that is uniformly applied in all buildings. Substitutes for paraprofessionals will be provided once a paraprofessional has been absent two (2) consecutive days.
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. No long distance call will be charged to the District without the permission of the building principal or supervisor.
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, 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.
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.

ARTICLE V - WORKING AND TEACHING CONDITIONS (continued)

- B. 13. a. Teachers will not be used as substitute teachers except in the following cases:
- 1) Secondary teachers shall not be required to act as a substitute teacher unless volunteers are not available during their conference periods. They will be paid 95% of the BA minimum hourly rate, computed to the nearest quarter (1/4) hour. It is further understood that secondary teachers who substitute a full class period will be paid for one (1) clock hour. Such assignments will be rotated among teachers available during a particular conference period.
 - 2)
 - a) An elementary classroom teacher will not be required to supervise two classes at the same time except in the case of an emergency of less than 15 minutes.
 - b) In the event a substitute teacher cannot be provided for an elementary classroom teacher, the class will be covered by either the administrator or a nonload-bearing teacher.
 - c) A nonload-bearing teacher will be paid according to Article V. B. 13. a. 1) in the event they are called on to substitute for a classroom teacher.
 - 3) In the event teachers return from leave and no position exists for which they are qualified according to the provisions found in Article VIII, they will be offered a regular teaching contract as a substitute.
 - 4) 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 they are qualified becomes available.
 - 5) 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.11.
 - 6) 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.
- b. 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 V - WORKING AND TEACHING CONDITIONS (continued)

- C. A communicable disease review committee including a minimum of two (2) Association Representatives will meet annually to review Board policy and recent information on communicable diseases. Any recommended changes in Board policy will be forwarded to the Superintendent for action.
- D. The conditions which follow shall govern teacher participation in any and all plans, programs, or projects included in the terms, site-based decision making, school improvement, effective schools or other similar descriptions.
 - 1. Participation by the teacher is voluntary.
 - 2. Participation or non-participation shall not be used as a criterion for evaluation, discipline, or discharge.
 - 3. The Master Agreement may not be modified in whole or in part except by mutual agreement by the Association and the Board.
- E. The following shall govern the electronic delivery of instruction (EDI):
 - 1. Definitions:
 - a. "Telecommunication" or "telecommunications classes" shall be defined as the teaching of students via two-way interactive television delivery system.
 - b. "Originating site" shall be defined as the location in which the responsible teacher is located and wherein the telecommunications class is being taught.
 - c. "Remote site" shall be defined as the location where class instruction is being received via television.
 - 2. Responsibilities:
 - a. The originating site teacher shall be responsible for the course content, material selection, instruction, testing, evaluation and supervising of students at the originating site and at all remote sites.
 - b. The remote site proctor shall be responsible for assisting the teacher with recording of attendance, distribution of assignments, monitoring testing situations, and supervision of students at the remote site.
 - 3. Class Size

Total class size, including the original and remote sites, shall be according to the provisions of Article VI of the Master Agreement.
 - 4. Preparation Time

A teacher assigned to teach a class through EDI will be provided with the normal preparation time.

ARTICLE V - WORKING AND TEACHING CONDITIONS (continued)

E. 5. Equipment

Teachers shall not be responsible for setting up, maintaining or dismantling telecommunication equipment.

6. Training

Initial and ongoing training in using telecommunications as an alternative educational delivery system shall be made available to teachers who will be presenting EDI classes. Teachers participating in such training outside of the normal school day/year shall be compensated at the extra duty rate. (Appendix B-1.G).

7. Teacher Evaluation

The evaluation of teachers using EDI will be in accordance with Article XIII of the Master Agreement. No evaluation shall be performed through review of the video tape. Any administrator who makes any observation from the originating or remote site shall do so in full view of the teacher and shall do so for the purpose of assisting the teacher in improving his/her methods of instruction through electronic means.

8. Job Security

- a. It is not the intent of the District to reduce the total number of current bargaining unit members as a direct result of implementing the EDI program.
- b. It is specifically understood that any teacher presenting a regularly scheduled class using EDI shall be a member of the Association.

9. Rebroadcast of Videotape

In accepting any assignment to teach a telecommunications course, the teacher agrees to and acknowledges the following:

- a. 1) Videotapes of a telecommunications class may be utilized for demonstration purposes. However, prior to the District utilizing the videotape for this purpose, it agrees to inform the teacher and consider any objections the teacher may have toward the rebroadcast.
- 2) Videotape of a telecommunications class may be used for other purposes by mutual agreement between the Association and the Board.
- b. Videotapes of a telecommunications class may be used for make-up work for all students currently enrolled in that telecommunications class.

10. Review

The Board and the Association shall meet to review the implementation of the use of EDI in order to resolve issues that were not contemplated or addressed when originally presented.

ARTICLE VI - CLASS SIZE

A. Pupil-Teacher Ratio:

1. 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 requirement). It is agreed that the following limits on class size represent desired objectives:
 - a. Elementary: Elementary load-bearing teachers will be assigned to elementary buildings in sufficient number, to keep the average per room in any one (1) building, twenty-eight (28) or under.
 - b. Secondary Staffing Formula: Secondary load-bearing staff in each building shall be determined by dividing the Fourth Friday enrollment by 25.
2. If at any time it is found the elementary building average exceeds thirty-one (31), or the secondary staffing formula exceeds twenty-eight (28), one (1) of the following solutions will be established by the representative of the Board. In any case, the decision by the Board shall be final, as to which solution will be used.
 - a. Hire teacher paraprofessionals.
 - b. Rescheduling of students.
 - c. Additional teachers hired.
 - d. Teacher's and Association's consent.
 - e. Other solutions, as determined by the Board and Association agreement.

B. Elementary:

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

K - 3:	26
4 - 6:	27
2.
 - a. 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 (1/2) of the B.A. minimum salary divided by the maximum grade level size per semester, or any portion thereof, for each student over the contractual elementary maximum.
 - b. Maximum class sizes for special services elementary classes, including art, vocal music, and physical education may be exceeded only by joint Association-Board agreement or payment by the Board to the teacher of an amount equal to twenty dollars (\$20) times the number of days per week the class is taught, per semester or portion thereof, for each student over the contractual elementary maximum.

ARTICLE VI - CLASS SIZE (continued)

- B. 2. c. Maximum class sizes for non-self-contained academic sixth grade classes may be exceeded only by joint Association-Board agreement or payment by the Board to the teacher of an amount equal to one hundred twenty dollars and twenty three cents (\$120.23) per semester, or portion thereof, for each student over the contractual sixth grade class size maximum.
- d. If a special education student is mainstreamed into a grade one through five classroom for less than a full day, thus causing the class size to exceed the maximum class size listed in B. 1. above, the Board will pay the teacher an amount equal to one hundred twenty dollars and twenty three cents (\$120.23) per semester, or portion thereof, for each student over the contractual elementary maximum, for each hour or portion thereof that the student is in the class.
- 3. The Board will be granted eight (8) full student attendance days at the beginning of each semester, to remedy any classes which exceed the elementary class size maximums.

C. Secondary:

- 1. a. The maximum number of student contacts per teacher will not exceed the formulas as listed below for classes taught, excluding study hall, chorus, band, physical education, and homeroom.

<u>Six Teaching Periods Per Day</u>	<u>Five Teaching Periods Per Day</u>
6 periods . . . 180 contacts	5 periods . . . 150 contacts
5 periods . . . 150 contacts	4 periods . . . 120 contacts
4 periods . . . 120 contacts	3 periods . . . 90 contacts
3 periods . . . 90 contacts	2 periods . . . 60 contacts
2 periods . . . 60 contacts	1 period . . . 30 contacts

- b. The maximum number of secondary contacts may be exceeded only by joint Association-Board agreement, or payment by the Board to the teacher, of an amount equal to one hundred six dollars and 50 cents (\$106.50) per semester, or portion thereof, for each student over the secondary maximum student contact formulas.
- 2. Individual class sizes shall not exceed twenty-nine (29) excluding the following classes: study hall, band, physical education, chorus, and homeroom. Individual class size maximums at the secondary level may be exceeded only by joint Association-Board agreement, or payment by the Board to the teacher, of an amount equal to one hundred twenty dollars and twenty three cents (\$120.23) per semester, or any portion thereof, for each student over the contractual secondary individual class size maximum.

ARTICLE VI - CLASS SIZE (continued)

- C. 3. The District will not make payment more than once for any individual student under the above formulas.
4. a. High School Class Size Adjustment Dates: The Board will be granted thirty (30) calendar days at the beginning of each semester to remedy any classes which exceed either the maximum secondary student contact formula, or the individual secondary class size maximums.
- b. Middle School Class Size Adjustment Dates: The Board will be granted eight (8) full student attendance days at the beginning of each semester to remedy any classes which exceed either class size maximums or the secondary student contact formula.
- D. Guidance Counselors:
1. Middle School: Student-Counselor ratio will be no greater than 450:1.
2. Senior High: Student-Counselor ratio will be no greater than 400:1.
- E. Work Stations:
- The number of students assigned to work stations shall not exceed the number which the station is designed to serve.
- F. In cases where teachers team teach, it is understood that they may be responsible for more students than the individual class size maximums at one time without incurring overload pay. However, if the total student enrollment in the team exceeds the individual class size maximum times the number of teachers assigned to the team, any overload pay which is due will be divided equally among the team teachers.

ARTICLE VII - COMPENSATION

- A. Compensation:
1. The basic salaries of teachers covered by this Agreement are set forth in Appendix B, which is attached to, and incorporated in this Agreement.
2. Upon initial employment in Farmington, teachers will be granted at least four (4) full years credit on the salary schedule (Step 4), as shown in Appendix B, for successful teaching experience prior to their appointment. In this experience, credit may be included, not to exceed two (2) years for successful military experience. Additional teaching experience credit beyond step four may be granted at the discretion of the Board.

ARTICLE VII - COMPENSATION (continued)

- A. 3. a. The teacher's daily salary shall be determined by dividing their annual salary by one hundred eighty-five (185).
- b. The teacher's hourly salary shall be determined by dividing their daily salary by 7.25. Beginning with the 1995-96 school year, for elementary teachers, this figure will be 7.5.
4. Compensation for additional periods taught by secondary teachers shall be determined by dividing their annual salary by one hundred eighty-five (185), and dividing that result by the number of periods they have been assigned per day and multiplying that result times the number of workdays they are assigned the additional period.
5. Effective September 1, 1979, if teachers' positions require them to work on a full-time basis prior to or after the regular school calendar, they will be paid at the rate determined by Article VII.A.3. Any teacher on leave without pay will be deducted a daily rate determined by Article VII.A.3.
6. Teachers required to drive their automobiles in the course of their work shall receive a car allowance of thirty-five cents (\$.35) a mile. When the IRS approved rate exceeds thirty-five (\$.35) a mile, the teacher shall receive the IRS approved rate.
7. In order to qualify for a change to the following salary levels, BA + 18, BA + 24, BA + 30, MA, MA + 10, MA + 20, MA + 30, Ed. Spec. and Doctorate (as shown in Appendix B), the following conditions must be met:
- a. Only graduate or undergraduate hours taken at an N.C.A.T.E. approved university according to Article VII.A.7.b. will be counted toward a change in the above levels.
- b. Semester hours credited other than graduate hours under Article VII.A.7.a. must be approved in advance by the Building Supervisor and Personnel Director.
- c. An official transcript showing semester hours earned according to Article VII.A.7.a. must be furnished by the teacher to the Personnel Office by November 15th of the first semester, and April 15th of the second semester, in order to qualify for the appropriate level change.
- d. Payments for level changes will be paid immediately during the semester in which a teacher qualifies.
- e. Upon written verification of National Board for Professional Teaching Standards certification, a teacher will receive the amount set forth in appendix B.

ARTICLE VII - COMPENSATION (continued)

- A. 8. a. The Board agrees to make payroll deductions at the request, and by the authorization of any teacher, for the following items:
- 1) United Profession Dues.
 - 2) Association Service charge, as defined in Article I-D.
 - 3) Voluntary miscellaneous deductions authorized by the teachers and Association in writing and planned by agreement with the Personnel Office.
 - 4) Contributions for tax deferred annuities. The TDA offerings available through payroll deduction are not endorsed, guaranteed or recommended by the Board or Association. The decision to participate with any company is the employee's alone. The Board and Association shall be held harmless from any claim of liability associated with the availability or handling of tax deferred annuities.
 - 5) Credit Union deposits and payments.
 - 6) Insurance premium payments (limited to those insurance programs available during the open enrollment periods of September).
 - 7) U.S. Savings Bonds.
- b. In addition, deductions from pay shall be clearly identified and itemized, in writing, on the check itself or any attached notice.
- c. Refunds for errors or over-deductions shall be made within four (4) weeks from the date the error or over-deduction is detected.
9. a. Teachers may continue to elect the twenty-one (21) payroll date plan, or twenty-six (26) payroll date plan. Changes in plan may be made prior to the first day of August for the successor school year.
- b. Any teacher on a twenty-one (21) pay period may elect on the first (1st) payday of each school year to receive a one thousand dollar (\$1,000) advance upon written request prior to August 1st. The advance will be deducted from the teacher's annual salary and remaining salary will be paid over the remaining pay periods. There will be no deductions other than for State and Federal Income Tax, F.I.C.A., and M.I.P.
- c. In the event a pay period ends during a scheduled holiday, checks will be issued on the last school day preceding the holiday, including the holiday time between terms for SMI.

ARTICLE VII - COMPENSATION (continued)

- A. 10. All teachers appointed to summer school positions will be compensated at 95% of the B.A. minimum hourly rate.
11. All teachers appointed to drivers' education classroom and range positions will receive compensation at 95% of the B.A. minimum hourly rate. Teachers appointed to behind the wheel positions will be compensated at one dollar (\$1.00) per hour less than classroom and range positions.
12. a. Department Chairpersons will be compensated at the rate of one-half of one percent (1/2%) of the B.A. minimum salary per full time member of the department, not to exceed thirteen (13) members, including the chairperson. An equivalent full time member of the department will 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.
- b. The Department Chairperson's Stipend for SMI/SXI will be determined by the following formula: $231/185 \times$ compensation determined in a. above.
13. a. Part-time teachers who work half (1/2) time or less will be granted one-half (1/2) year experience on the salary schedule.
- b. Part-time teachers who work more than half (1/2) time will be granted a full year of experience on the salary schedule.
14. If a teacher has been employed at least forty-six (46) working days of a semester, experience credit on the salary schedule will be given for the semester.
15. Each year of the agreement, each teacher will receive a stipend equal to one (1) percent of his/her annual salary for increased student contact time and additional evening conferences which have been included in Appendix A.
- B. Fringe Benefits: The Board shall provide the following level of benefits listed below.
1. Term Life:
- a. The Board will provide for each teacher, life insurance protection including accidental death and dismemberment, and waiver of premium, for up to two years of disability, in the amount of fifty thousand dollars (\$50,000).
- b. The life insurance policy will include a 30 day conversion right upon termination of employment. Any employee may elect his/her right of conversion in order to keep his/her term life in force within thirty (30) days of their last day of work.

ARTICLE VII - COMPENSATION (continued)

B. 2. Medical:

a. Each teacher will select one (1) of the three (3) following options:

- 1) Farmington Health Plan with benefits pursuant to the attached Summary Plan Description. It is expressly understood that the determination of the carrier or decision to self-insure is the right of the Board.
- 2) Health Maintenance Organization (HMO) with benefits comparable to Health Alliance Plan.
- 3) Any teacher who is ineligible for hospitalization coverage, due to coverage elsewhere, will receive:

- a) An option to health care in the amount of five hundred dollars (\$500) a year to be split at the employee's option between variable options and a Board approved tax deferred annuity carrier during the open enrollment period established each year by the District. The TDA payment will be made directly to the carrier at the end of each December.
- b) For those teachers whose spouse works someplace other than Farmington Public Schools, a drug rider at \$.50 co-pay will be provided. Effective September 1, 1995 the co-pay will be \$2.00.

b. After ratification of this Agreement (September 21, 1992), an employee who becomes part-time (working 1/2 time or less) or who elects a shared-time teaching assignment may select health insurance, if eligible, provided the teacher reimburses the District on a pro rata basis for the health insurance.

c. Effective September 1, 1997, the drug rider for teachers receiving medical benefits will be \$5.00.

3. In the event of the death of an employee, his/her health insurance coverage will remain in force for his/her dependents for an additional six (6) months.

4. Long Term Disability

The District agrees to provide one hundred percent (100 %) of the cost of long term disability to a regular, full time contract teacher. Long term disability insurance shall mean income protection in conformance with the District's policy carrier for all eligible teachers in cases of sickness or disability to age sixty-five (65) for disability commencing prior to age sixty-one (61) and up to five (5) years, but not beyond age seventy (70) for disability commencing at or after age sixty-one (61). For disability commencing at age 69 or older, the maximum benefit period will be one year. Benefits will begin after the expiration of one hundred twenty (120) calendar days or accumulated sick leave, whichever is greater, with a maximum monthly benefit of three thousand dollars (\$3000) based on sixty-six and two thirds percent (66 2/3%) of the teacher's regular contract salary computed on a monthly basis. The policy will also contain a social security freeze, alcoholism/drug and mental/nervous waivers. The Board at its option may extend the waiting period to 365 days.

ARTICLE VII - COMPENSATION (continued)

- B. 5. Following placement of an employee on L.T.D. coverage, his/her health insurance coverage will remain in force for an additional twenty-four (24) months. If an employee's health insurance has continued while he/she was on an unpaid health leave, immediately prior to qualifying for L.T.D., then that time period will be deducted from the 24 months.
6. Dental Care:
- a. For those members of the bargaining unit who are not covered by other dental insurance, the Board agrees to provide one hundred percent (100%) of a plan composed of Class I Benefits: 100% Class II Benefits: 90%; and an orthodontic benefit rider at 90% to a maximum of \$1500 lifetime. Class I and II benefits will have a \$1000 yearly maximum.
 - b. For those members of the bargaining unit who are covered by other dental insurance (including District-provided coverage), the Board agrees to provide one hundred percent (100%) of the cost of a plan composed of Class I benefits: 50%; Class II benefits: 50%; and an orthodontic benefit rider at 90% to a maximum of \$1500 lifetime. Class I and II will have a \$1000 yearly maximum per person.
7. Vision Care: The District agrees to provide teachers with MESSA Vision Service Plan III.
8. Employee benefits according to B.1. through 7. above will begin when applications have been completed and the enrollment policy of the carrier has been met. Benefits, according to B.1. through B.7. above, will terminate when the employee's employment is terminated or according to the policy of the carrier. If an employee terminates his/her employment at the end of the school year, his/her benefits will continue in full force until August 31st. The District agrees to provide the benefits listed in B.1. through B.7. according to the underwriting rules and regulations as set forth by the carriers in the Master Contract held by the policy holder.
9. It is understood that MESSA will not provide variable options without the health insurance. The district will make such variable options available for payroll deduction equal to or less than the MESSA premium through another carrier or through self insurance. If there is no quote equal to or less than MESSA, the closest bid will be accepted.
10. The parties agree to review setting up an IRS Section 125 plan to potentially address: dependent care, cash option (TDA), medical reimbursement and/or premium contribution.

ARTICLE VII - COMPENSATION (continued)

C. Worker's Compensation Benefits

Teachers absent due to injury or disease, arising out of and in the course of their employment, which entitles them to receive Michigan Worker's Compensation benefits, shall receive from the Board the following benefits:

1. a. For a period not to exceed sixty-five (65) total working days in any one (1) year, the difference in their regular contract salary, computed on a daily basis, and the amount paid under the Worker's Compensation Act, provided however, this obligation shall terminate on the last working day for which the teacher is compensated in the school year and/or the expiration of the Worker's Compensation Act benefits.
- b. The parties agree that 65 total working days per year for a period not to exceed three (3) school years is the maximum number of days allowed for one injury. Following expiration of this benefit each school year or at the end of a total of three (3) school years, teachers may utilize sick leave according to the terms of Article VII.C.3.
2. Any absence under this provision will not be charged against the teacher's accumulated sick leave.
3. Upon expiration of the Board provisions provided in 1. above, teachers may elect to use accumulated sick leave at the rate of difference between the allowance paid under the act and their regular contract salary, computed on a daily basis for a period of time that funds from their accumulated sick leave bank will provide.
4. Teachers covered by long term disability will not draw worker's compensation benefits.

D. Longevity

1. Based on the seniority list, those teachers who have achieved the following years of service during the current school year will receive the additional compensation, listed below, in the last paycheck of December:

16 - 20 years	\$500.00
21 - 25 years	\$750.00
26 & above	\$1000.00

E. Retirement Benefit:

Upon retirement, the teacher will receive four thousand dollars (\$4000.00) or one hundred seventy-five dollars (\$175.00) per year of public school teaching service, whichever is greater. Retirement must be based on the Michigan Public Schools Retirement Plan, or retirement after attaining the age of fifty-five (55) to qualify for this 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.

ARTICLE VIII - LEAVE POLICIES

A. Health Leave:

1. Health leaves, when recommended by a physician, shall be granted, for the remainder of a school year.
2. Three (3) extensions of a health leave will be granted upon the recommendation of a physician.
3. When employees are granted a leave of absence, they shall retain the following employment rights held by them before such leave was granted:
 - a. The same position on the salary schedule as held when the leave was granted. Starting with the 1970-71 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.
 - c. Effective with the beginning of the 1986-87 school year, any leaves which are granted will accrue up to three years of seniority.
4. Employees on a leave of absence must give written notice to the Director of Personnel by March 1, of the year the leave expires, of their intention to return or extend their leave of absence. The notice of intention to return or request an extension of their leave is the responsibility of the individual. In the event such notice is not received, the District has the discretion to interpret this as a resignation.
5. The notice of intention to return to duty after a Health Leave shall be accompanied by a written statement from a physician, certifying the fitness of the employee to fulfill their duties.
6. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified, according to Article XII.D.1. In the event no position exists for which they are certified according to these provisions, they will be offered a regular teaching contract as a substitute.
7. Teachers will be placed on a health leave following their absence from work for a period of 80 work days or expiration of their sick bank, whichever is greater. A teacher may elect to be placed on a health leave and receive the sick days remaining in his/her sick bank for the remainder of a school year.

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.
2. A 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 Director of Personnel, in writing, of her intent, at least thirty (30) days prior to the beginning of such leave.

ARTICLE VIII - LEAVE POLICIES (continued)

- B. 3. Maternity Leave may begin at any time during the pregnancy, but must terminate at the beginning of some school year.
4. When employees are granted a leave of absence, they shall retain the following employment rights held by them before such leave was granted:
- a. The same position on the salary schedule as held when the leave was granted. Starting with the 1970-71 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.
 - c. Effective with the beginning of the 1986-87 school year, any leaves which are granted will accrue up to three years of seniority.
5. Employees on a leave of absence must give written notice to the Director of Personnel by March 1 of the year the leave expires, of their intention to return or extend their leave of absence. The notice of intention to return or request an extension of their leave is the responsibility of the individual. In the event such notice is not received, the District has the discretion to interpret this as a resignation.
6. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified, according to Article XII.D.1. In the event no position exists for which they are certified according to these provisions, they will be offered a regular teaching contract as a substitute.

C. Child Rearing Leave:

- 1. A Child Rearing Leave without pay or fringe benefits will be granted to an employee for a period of up to one (1) year. The employee requesting such leave shall notify the Personnel Office, in writing, of their intent at least thirty (30) days prior to the beginning date of such leave.
- 2. A Child Rearing Leave must terminate at the beginning of some school year.
- 3. Child Rearing Leaves will be granted to an employee following a Maternity Leave, disability, or with proper notice according to Article VIII.C.1.
- 4. Employees on a leave of absence must give written notice to the Director of Personnel by March 1, of the year the leave expires, of their intention to return or extend their leave of absence. The notice of intention to return or request an extension of their leave is the responsibility of the individual. In the event such notice is not received, the District has the discretion to interpret this as a resignation.

ARTICLE VIII - LEAVE POLICIES (continued)

- C. 5. Upon request by March 1, a first (1st), second (2nd), and third (3rd) extension of a Child Rearing Leave will be granted annually. A fourth (4th) extension, without seniority, will be granted to a teacher whose initial child rearing leave was for a portion of a school year.
6. When employees are granted a leave of absence, they shall retain the following employment rights held by them before such leave was granted:
 - a. The same position on the salary schedule as held when the leave was granted. Starting with the 1970-71 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.
 - c. Effective with the beginning of the 1986-87 school year, any leaves which are granted will accrue up to three years of seniority.
7. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified according to Article XII.D.1. In the event no position exists for which they are certified according to these provisions, they will be offered a regular teaching contract as a substitute.

D. Adoption/Guardian Leave

1. Long Term

- a. An adoption/guardian leave will be granted to an employee upon placement of the child in the home by an adoption agency or officer of the court awarding custody of the child.
- b. The terms of this leave will be according to the terms of Article VIII.C.2., 4., 5., 6., and 7.

2. Short Term

- a. An unpaid leave of up to six (6) weeks will be granted to an employee upon placement of a child in the home by an adoption agency or officer of the court.
- b. Upon return to active status, the employee will be returned to the position that he/she occupied prior to the leave.
- c. During the leave, the Board will continue to provide the fringe benefits found in Article VII.

E. Elective Public Office:

1. The Board shall grant a leave of absence, without pay or fringe benefits, for up to one (1) year, but not less than one (1) semester, to any teacher to campaign for elective office or to serve in such office.

ARTICLE VIII - LEAVE POLICIES (continued)

- E.
2. A further extension of a leave of absence or a second (2nd) leave of absence shall be granted, if required by a single term of office being served.
 3. When employees are granted a leave of absence, they shall retain the following employment rights held by them before such leave was granted:
 - a. The same position on the salary schedule as held when the leave was granted. Starting with the 1970-71 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.
 - c. Effective with the beginning of the 1986-87 school year, any leaves which are granted will accrue up to three years of seniority.
 4. Employees on a leave of absence must give written notice to the Director of Personnel by March 1, of the year the leave expires, of their intention to return or extend their leave of absence. The notice of intention to return or request an extension of their leave is the responsibility of the individual. In the event such notice is not received, the District has the discretion to interpret this as a resignation.
 5. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified, according to Article XII.D.1. In the event no position exists for which they are certified according to these provisions, they will be offered a regular teaching contract as a substitute.

F. Military:

1. Employees covered by the salary schedule, who terminate employment in the school district to perform active service in the armed forces of the United States, are entitled to reemployment rights in the position they are vacating, or one of like status and pay scale, provided that employee serves only one (1) term, or until the state of emergency is ended, and provided also as follows:
 - a. The position vacated is other than temporary.
 - b. They are honorably discharged from the armed services.
 - c. They apply for reemployment within ninety (90) days after discharge or from hospitalization continuing after discharge, for a period of one (1) year.
 - d. They are still qualified to perform the duties of the position.

ARTICLE VIII - LEAVE POLICIES (continued)

- F. 1. e. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified according to Article XII.D.1. In the event no position exists for which they are certified according to these provisions, they will be offered a regular teaching contract as a substitute.
- f. In the event of reemployment, the following provisions shall apply:
 - 1) Effective with the beginning of the 1986-87 school year, any leaves which are granted will accrue up to three (3) years of seniority.
 - 2) Increments shall be added as if the employee had been in the school district's 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.

G. Professional Association Leave

- 1. An employee will be granted a leave of absence for the year(s) of his/her tenure of office as an officer of the M.E.A., N.E.A. or a Professional/Education Related Association.
- 2. Upon agreement between the teacher, professional association and the District, the Board may elect to continue the salary and agreed upon fringe benefits of a teacher with full or partial reimbursement of the costs by the professional association as agreed upon by the parties.
- 3. When employees are granted a leave of absence, they shall retain the following employment rights held by them before such leave was granted:
 - a. The same position on the salary schedule as held when the leave was granted. Starting with the 1970-71 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.
 - c. Effective with the beginning of the 1986-87 school year, any leaves which are granted will accrue up to three years of seniority.

ARTICLE VIII - LEAVE POLICIES (continued)

- G. 4. Employees on a leave of absence must give written notice to the Director of Personnel by March 1, of the year the leave expires, of their intention to return or extend their leave of absence. The notice of intention to return or request an extension of their leave is the responsibility of the individual. In the event such notice is not received, the District has the discretion to interpret this as a resignation.
5. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified according to Article XII.D.1. In the event no position exists for which they are certified according to these provisions, they will be offered a regular teaching contract as a substitute.

H. Peace Corps and Vista:

1. 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.
2. A further extension of a leave of absence or a second (2nd) 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.
3. When employees are granted a leave of absence, they shall retain the following employment rights held by them before such leave was granted:
 - a. The same position on the salary schedule as held when the leave was granted. Starting with the 1970-71 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.
 - c. Effective with the beginning of the 1986-87 school year, any leaves which are granted will accrue up to three (3) years of seniority.
4. Employees on a leave of absence must give written notice to the Director of Personnel by March 1, of the year the leave expires, of their intention to return or extend their leave of absence. The notice of intention to return or request an extension of their leave is the responsibility of the individual. In the event such notice is not received, the District has the discretion to interpret this as a resignation.
5. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified, according to Article XII.D.1. In the event no position exists for which they are certified according to these provisions, they will be offered a regular teaching contract as a substitute.

ARTICLE VIII - LEAVE POLICIES (continued)

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 (1) year.
2. Teachers on Sabbatical Leave shall receive fifty percent (50%) of the salary earned during the year immediately preceding the leave. (Teachers on Sabbatical Leaves of less than one (1) school year will continue to receive a pro rata stipend.) This stipend will be paid to the teachers on leave on a monthly basis, during the leave. The school district will continue fringe benefits for teachers during the Sabbatical period.
3. Before beginning the Sabbatical Leave, the teacher shall enter into a 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 an effort to find a certified teacher.
5. A teacher must have had at least seven (7) years of continuous service in the Farmington Public School District.
6. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified, according to Article XII.D.1. In the event no position exists for which they are certified according to these provisions, they will be offered a regular teaching contract as a substitute.
7. 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 judgement 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.
8. 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.
9. If more applications are received than can be accepted, priority will be given to the 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 teachers are summoned and report for Jury Duty, they shall be paid the difference between the amount they received as a juror and their normal week's pay, as set forth in Article VII of this agreement.
3. It is understood and agreed that teachers shall be required to report to work on any and all days when they are not sitting as a juror.
4. To be eligible for Jury Duty differential, teachers must furnish the employer with a written statement from the appropriate public official, listing the amount and dates they receive pay for Jury Duty. Teachers found abusing this privilege shall not be entitled to the pay differential.
5. Teachers served with a subpoena to appear in court will be granted a leave with pay for the time required. With exception of expenses, the teacher will reimburse the District all monies received up to the teacher's daily rate.

K. Association Presidential Leave:

1. Providing the Association requests by April 30, the teacher elected president of the Association will be granted a leave of absence on a half or full-time basis for the school year of his/her elected tenure of office.
2. The Board will provide one-half (1/2) the appropriate salary, all fringe benefits in Article VII, and one-half (1/2) the retirement benefits consistent with MSPRS rules for a teacher released to serve as Association president on a 1/2 time basis.

The Board also agrees to provide the same benefits for a teacher serving as Association president on a full-time basis, provided the Association reimburses the Board the other one-half (1/2) teacher's salary and one-half (1/2) of the retirement benefits consistent with MSPRS rules.

3. Upon Association request, the Board will grant an unlimited number of extensions of this leave.
4. When employees are granted a leave of absence, they shall retain the following employment rights held by them 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's employ during the time of such leave.

ARTICLE VIII - LEAVE POLICIES (continued)

- K. 4. c. Unused sick leave, held at the start of the leave, shall be restored.
- d. Upon return, teachers shall be restored to their position or a position of like nature, seniority, status, and pay.
- 5. If the Association president and the Board are unable to mutually agree on an assignment for the 1/2 time release president, the teacher elected president will be assigned to a position for which he/she is certified and qualified according to Article XII.D.1.
- 6. The District may also agree to release the teacher elected President of the Association on a less than full-time basis, provided a Memorandum of Understanding can be reached between the parties to do so.

L. Personal Leave:

At the discretion of the Board, other leaves of absence may be granted. Personal Leaves will be granted according to the following terms:

- 1. The same position on the salary schedule as held when the leave was granted. Starting with the 1970-71 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.
- 2. Unused sick leave, as held at the start of the leave.
- 3. Personal Leaves lasting more than five (5) consecutive days will result in the nonaccrual of seniority.

M. Voluntary Layoff leave:

- 1. Voluntary Layoff Leave, without pay or fringe benefits, will be granted to eligible teachers for a period of up to one (1) year. An eligible teacher is any teacher not currently on layoff, and whose position may be filled by someone on the layoff list prior to the beginning of the next school year. He/she shall notify the Personnel Office, in writing, of their intent to go on Voluntary Layoff prior to the beginning of the next school year. The leave will be granted prior to the beginning of the next school year.
- 2. A Voluntary Layoff Leave must commence at the beginning of the following school year, and must terminate at the end of that school year, unless earlier termination is agreed to by the Personnel Office and the teacher.
- 3. When teachers are granted a Voluntary Layoff Leave, they shall retain the following employment rights held by them before such leave was granted.
 - a. The same position on the salary schedule as held when the leave was granted. Starting with the 1970-71 school year, if a teacher has been employed at least forty-six (46) working days of a semester, experience credit will be allowed.

ARTICLE VIII - LEAVE POLICIES (continued)

- M. 3. b. Unused sick leave, as held at the start of the leave.
 - c. Effective with the beginning of the 1986-87 school year, any leaves which are granted will accrue up to three years of seniority.
- 4. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified, according to Article XII.D.1. In the event no position exists for which they are certified according to these provisions, they will be offered a regular teaching contract as a substitute.
- 5. Employees on a leave of absence must give written notice to the Director of Personnel by March 1, of the year the leave expires, of their intention to return or request an extension of their leave. The notice of intention to return or the request of an extension of their leave is the responsibility of the individual. In the event such notice is not received, the District has the discretion to interpret this as a resignation.
- 6. Upon request by March 1, a first (1st), second (2nd), and third (3rd) extension of a Voluntary Layoff Leave will be granted to eligible teachers as defined above in Article VIII.M.1.
- N. Certified administrators returning to the bargaining unit will do so effective at the end of their administrative contract with the District. Administrators returning to the unit will either:
 - 1. Be placed in existing vacancies along with teachers returning from leave, after involuntary transfers have occurred, if they have more seniority than those teachers on the reductions in personnel or recall list; or,
 - 2. Be placed on the reductions in personnel or recall list in order of seniority and offered the first vacant position according to the provisions of Article XII of the Master Agreement.
- O. Illness, Disability, Death in Family:
 - 1. a. 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 (2) weeks of their contract, regular full time teachers will be credited with twelve (12) annual Sick Leave Days for that contract year.
 - b. Teachers who do not have sufficient leave days in their bank to cover an illness during the first two (2) 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 (2) weeks of service.

ARTICLE VIII - LEAVE POLICIES (continued)

- O. 1. c. Should teachers, without any accumulated sick leave, leave before completing the full contract year, and have used their 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 prorated 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 two hundred seventy (270) days. Each teacher shall be notified on the first pay date in November of each year, the number of Sick Leave Days in his/her bank at the start of school.
3. Teachers may use their annual and cumulative Sick Leave for the following reasons:
 - a. Personal illness.
 - b. Illness in the immediate family.
 - c. Maternity disability.
 - d. Religious holidays.
 - e. Death in the immediate family or any other relative.
4. Immediate family shall be interpreted as: husband, wife, son, daughter, guardians, mother, father, brother, sister, grandparent, grandchild, foster child living in the home, legal guardian, IRS dependent living in the home and the corresponding relative of the teacher's spouse.
5. According to existing practice, all requests for such sick leave must be submitted to the District. Proof of illness, signed by a physician, may be required by the Personnel Office at any time.
6. In the event of absence of a teacher for illness or disability 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 Personnel Office. Teachers who are not able to return to duty on Monday, following two (2) weeks of illness or injury, shall present a certificate of ableness to the Personnel Office, upon return to work. This certificate shall be signed by a physician. In addition, they may be required to submit to an examination by a physician designated or agreed upon by the Director of Personnel, at the Board's expense. In addition, upon recommendation of the Director of Personnel, the Board - in strict confidence and for good and sufficient cause - may, at its own expense, require the teacher to submit to mental or physical examination to determine whether involuntary Sick Leave is warranted.
8. Employees of the District who are hired into another District position will carry their accumulated sick and personal leave day banks with them.

ARTICLE VIII - LEAVE POLICIES (continued)

P. 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 the Article, providing they have received notification on a standard District form and further, provided that:
 - 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 teacher's accumulated 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 portion of the appropriate Personal Business Leave according to the following schedule:
 - a. Hired prior to December 1: 3 days
 - b. Hired prior to February 1: 2 days
 - c. Hired prior to April 1: 1 day

5. **PERSONAL BUSINESS NOTIFICATION FORM**

Pursuant to the language of Article VIII-P., I hereby notify the District of my intent to take a Personal Business Day(s) on:

Signature

Date

ARTICLE VIII - LEAVE POLICIES (continued)

Q. Extended Illness Protection

1. A joint committee composed of two (2) Board and two (2) Association representatives will be formed. This committee will review teacher requests sent to the Personnel Office to borrow the first fifteen (15) sick days of an extended illness. In addition, all teachers, including those who have not participated in the Extended Illness Protection Plan, may apply to the committee to borrow additional sick days for day-to-day absences.
 - a. All decisions of the committee on whether to lend all or a portion of the additional sick days requested by the teacher will occur by a majority vote. These decisions will be final and nongrievable.
 - b. A doctor's certification may be requested by the committee.
 - c. The teacher's personal sick leave bank must have been exhausted.
 - d. The reasons for borrowing days will be due to personal illness. In addition, a maximum of 30 days will be granted due to illness of an immediate family member. Additional days may be granted by the committee.
 2. Any teacher who has exhausted his/her sick bank and has been absent due to illness for fifteen (15) consecutive work days will receive automatic approval to borrow days from the committee.
 3. Teachers who borrow sick leave days from the District under the extended illness plan shall refund the days in the subsequent years at a rate no higher than five (5) days per year.
 4. Teachers who are receiving Workers' Compensation benefits, or who have satisfied the waiting period for long term disability benefits, will not be able to participate in the program.
 5. A teacher who does not return to work because of health reasons, resignation, or death, will not be responsible for refunding days to the District that were granted by the committee. A teacher who resigns to accept employment elsewhere will be responsible for refunding days to the District unless the committee waives the refund.
- R. In case of absence for extreme emergency not covered in this Article, and upon special approval of the Superintendent of Schools, teachers may have deducted from their salary only the cost of the substitute rather than the deduction of the full salary.
- S. A teacher will be granted up to a total of four (4) years of consecutive leaves in any combination of the leaves listed in this Article.

ARTICLE VIII - LEAVE POLICIES (continued)

- T. Any teacher who accepts employment as a teacher during a leave of absence will no longer be an employee of the District as of the date employed unless acceptance of the employment has been mutually agreed upon in a Memorandum of Understanding between the District and Association.
- U. Time spent on a leave of absence will not accrue toward receiving tenure as an employee of the District.
- V. The representatives of the Farmington Public School District and Farmington Education Association, MEA-NEA (FEA) agree that it is their mutual intent and understanding to fully comply with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA). In so doing, the parties agree that employees requesting leaves of absence, pursuant to the FMLA, who are found eligible therefore, will be required to exhaust certain paid leave entitlements for which they may otherwise be eligible under the terms and conditions of the Master Agreement during their FMLA leave time. While the parties understand and agree that the rights established by the FMLA will not diminish any employee benefit programs or plans or paid leave provisions dictated by terms of the Master Agreement, they also agree that any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

ARTICLE IX - DEPARTMENT CHAIRPERSONS

- A. 1. There shall be department chairpersons in each high school building in the following departments:

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

- 2. There shall be middle school chairpersons in the following departments:

Art	Mathematics
English-Foreign Language	Media
6th Grade	Music
Guidance	Physical Education
Home Economics	Science
Industrial Arts	Social Studies

- 3. There shall be an elementary chairperson in the following department:

Art

ARTICLE IX - DEPARTMENT CHAIRPERSONS (continued)

A. 4. There shall be districtwide chairpersons in the following departments:

Physical Education	Reading Specialists/Elem.
OT/PT/School Nurse	Learning Center Teacher
Guidance	School Social Workers
Psychologist	Voc. Adjustment (Spec. Ed.)
Speech Therapists	Self-contained (EI/LD/EMI)
Media	TMI
POHI	SMI
Gifted Coordinators K-12	Resource Room/TC

5. The teachers in each department shall nominate a minimum of two (2) teachers for each department chairperson position. The administration will appoint the chairperson from the list of nominees provided by the teachers. These appointments shall be made annually.

6. The chairperson's Supervisor shall not use the teacher's service as chairperson in the evaluation of a teacher.

B. Qualifications of Department Chairpersons:

1. Tenure.
2. Demonstrated leadership ability.
3. Recent graduate work in their subject area and/or curriculum (preferred).
4. M.A. (preferred).
5. Membership in a professional organization dealing with their subject area and/or curriculum development.

C. The responsibilities of the building department chairpersons shall be as shown in Appendix C.

D. The department chairpersons 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. 1. Prior to April 1st of each year, teachers may submit their written requests for tentative programs for the coming school year to the appropriate supervisor. They may also arrange a conference with their appropriate supervisor to express their point of view regarding their requested position (s) for the coming school year.

2. 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.

ARTICLE X - TEACHER EMPLOYMENT AND ASSIGNMENT (continued)

- B. 3. 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.
4. Teachers will not be given special or unusual class assignments, (e.g., 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.
5. 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 (2) consecutive weeks, without Association approval, except if the District has had less than two (2) weeks' notice of such impending vacancy, in which case four (4) weeks will be allowed. A permanent substitute may be hired to replace a teacher who has been granted a sabbatical leave for less than a full school year.
- C. In order to assure that pupils are taught by teachers within areas of competence, teachers will be assigned according to their certification and qualifications, according to Article XII.D., except temporarily and for good cause. In addition, the District will attempt to place teachers in their major or minor fields of study.
- D. 1. Teachers and administrators may only involve teacher paraprofessionals in:
- a. Performance of noninstructional duties, and
 - b. 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.
2. Only the teacher (under administrative supervision) shall make classroom education decisions, formulate lesson plans, select curriculum materials, formulate classroom objectives, and make any and all initial presentations of materials and concepts.
- E. Shared Teaching:
1. Shared teaching will not take place in grades 1 through 2 classroom positions. Shared teaching positions may be approved by the Director of Personnel upon application for the following school year by May 1st and for the second semester of a school year by December 15th of the current school year. Vacancies created by the establishment of shared teaching positions during the second semester of any school year will be posted and filled according to Article XI.B. Teachers applying for and receiving a shared teaching position will remain in the position for a school year or the second semester of a school year. In the event a teacher is recalled to a shared teaching position he/she will remain in the position unless he/she is eligible for recall to an open position according to Article XII.D. Examples of shared teaching are:

ARTICLE X - TEACHER EMPLOYMENT AND ASSIGNMENT (continued)

- E. 1. a. Two (2) teachers teaching the same position for a school year for a semester each.
 - b. Two (2) teachers teaching at least (2) assigned classes per day. The teachers' working day for those sharing a position will be a pro rata portion of seven hours (7) hours and fifteen (15) minutes according to the percentage of the assignment shared at the middle or high school level.
 - c. Two (2) itinerant teachers working at least two (2) days per week.
 - d. Two (2) kindergarten teachers or elementary teachers in grades 3 through 6 working either a.m. or p.m. Teachers who share assignments on a daily basis will be expected to coordinate and plan daily lessons and activities, which may require additional time on the part of the teacher beyond their school day.
 - e. Other allocations of time may be approved by the Director of Personnel, provided the Association and the teachers involved agree on the allocation.
2. Each teacher sharing a position will receive a pro rata portion of his/her salary, as shown in Appendix B. Examples are as follows:
 - a. Two (2) teachers sharing a position for one (1) semester each would receive fifty percent (50%) of their full salary. Teachers teaching the first semester may have their salary paid for the first semester (approximately ten [10] pays), or the school year (approximately twenty [20] pays), or through the summer (twenty-six [26] pays). Salary would not begin for those teachers teaching the second semester until employment begins, and could be paid at the request of the teacher over the balance of the second semester or through the summer.
 - b. Two (2) teachers sharing a position on a daily basis will receive a pro rata salary based on the ratio of classes taught to the total classes normally assigned, i.e., two (2) of six (6) periods would equal 33-1/3% salary; or two (2) of five (5) periods would equal 40% salary.
 - c. Two (2) itinerant teachers sharing a position will receive pro rata salary according to the number of days taught. Two (2) days per week would equal forty percent (40%) salary.
 - d. Two (2) kindergarten teachers sharing a position either a.m. or p.m. will receive fifty percent (50%) of their full salary.
 3. a. Teachers teaching full time for one (1) semester would receive six (6) sick days added to their accumulated sick leave, and one and one-half (1-1/2) personal business leave days with one (1) full day deducted for each full day's absence.

ARTICLE X - TEACHER EMPLOYMENT AND ASSIGNMENT (continued)

- E. 3. b. Teachers teaching each day (but less than a full day) would receive twelve (12) sick leave days and three (3) personal business leave days and would lose one (1) full day for each full day's absence. Should a shared time teacher who has accumulated days in his/her sick leave bank while teaching full time and who is teaching less than a full day (each day) be absent more than twelve (12) days during the school year, then beginning with the thirteenth (13th) day of absence the deduction from that teacher's sick leave bank (which was accumulated through full time work) would be prorated based upon that teacher's assignment (one-half [1/2] day for one-half [1/2] time employment).
- c. Teachers teaching all day, but less than five (5) days per week would receive the following allotment of sick days:
- 1) Teaching two (2) days per week - 5.0 sick leave days and 1.5 personal business leave days and would be charged one (1) full day for each full day's absence.
 - 2) Teaching three (3) days per week - 7 sick leave days and two (2) personal business leave days and would be charged one (1) full day for each full day's absence.
4. Medical and Other Fringe Benefits:
- a. All teachers granted shared time positions prior to the ratification date of this contract (September 21, 1992) will receive full fringe benefits.
 - b. All teachers granted shared time positions after the ratification date of this contract (September 21, 1992) will receive a pro rata share of health insurance and all other benefits, as set forth in Article VII.B.2.a.
5. a. Each teacher participating in an approved shared teaching position for the entire year will be granted a full year of seniority and a full year's experience on the salary schedule. This shall include two teachers teaching the same position for a school year for a semester each.
- b. Each teacher participating in an approved shared teaching position for one-half of a year will be granted one-half year of seniority and one-half year's experience on the salary schedule.
6. Teachers participating in a shared teaching program must give notice to the Personnel Director by March 1, of their desire to continue in a shared teaching position for the next school year. This notice is the responsibility of the individual teacher. In the event a teacher elects not to continue in a shared teaching position, or the District does not continue a shared teaching position for the next school year, the involved teachers will be assigned a full time position for the following school year, unless their name is on the District's teacher recall list.

ARTICLE XI - VACANCIES, PROMOTIONS, AND TRANSFERS

A. Posting Procedures:

1. a. An administrative vacancy that has not been filled by reassignment will be posted in every school building for a period of five (5) calendar days.
 - b. Such posting will list the qualifications for the posting.
 - c. Any qualified teacher may apply for such vacancy.
 - d. Unsuccessful candidates may request a constructive and comprehensive evaluation of their potential.
 - e. Decision of the Board under this provision shall be final.
2. The District will post bargaining unit vacancies in every school for a period of five (5) work days and fill them according to paragraph B.1. below.

B. Vacancies and Voluntary Transfers:

1. Vacancies:

- a. A vacancy shall be defined for the purposes of this agreement as:
 - 1) A newly established position;
 - 2) A position that becomes vacant between the opening day of school and April 1st of any school year;
 - 3) A position that becomes vacant from April 1st until the opening day of school.
- b. Vacancies as defined in Article XI.B.1.a.1), and 2) above will be posted according to Article XI.A.2. The District may also post vacancies as defined in Article XI.B.1.a.3) above.
- c.
 - 1) Posted vacancies, according to Article XI.B.1.a.2), will either be filled immediately or will be considered to be filled as of the next semester for high school vacancies or the following year for all other vacancies.
 - 2) If the District determines that the position vacated is not needed, the employee who received the position when it was posted will be considered to have been filling the vacancy since the posting date for purposes of determining which teacher will be transferred from the building according to Article XI.C.6. If the employee receiving the vacancy is the least senior teacher he/she will then be considered to be an involuntary transfer and will have the rights afforded in Article XI.C.7.-12. in the event her/his name does not appear on the reductions in personnel list established by Article XII.A.

ARTICLE XI - VACANCIES, PROMOTIONS, AND TRANSFERS (continued)

- B. 1. c. 3) Any new teacher hired or recalled into a temporary position for the remainder of a school year will have the rights of a teacher provided in Article XI.C. at the conclusion of the school year in the event her/his name does not appear on the reductions in personnel list established by Article XII.A. of the master contract.
- 4) The succeeding vacancy created by C.1) above will not be posted if there is a teacher on recall who is qualified to fill the vacancy.
- d. In filling a vacancy as posted according to paragraph B.1.a. the Board will select the most senior applicant who is certified and qualified according to Article XII.D.1. In the event the most senior and qualified applicant according to Article XII.D.1. is not placed in a posted position the Association may appeal the decision directly to Step Three of the grievance procedure. The Superintendent's decision at Step Three of the grievance procedure may be appealed directly to Step Four of the grievance procedure. The District may elect to recall a teacher from the recall list to fill the open position that resulted from that filling.

2. Voluntary Transfers:

- a. A voluntary transfer will be defined as a transfer to an open position during the period from April 1st until September 1st.
- b. Voluntary transfers may be granted to teachers by the Personnel Office following the placement of involuntary transfers each school year, and during the recall process until the beginning of each school year.
- c. Beginning September 1st of each school year, teachers desiring a voluntary transfer to a different building or position shall indicate, in writing to the Personnel Office, their request to transfer with as many specifics as possible. Such requests will be kept on file until the beginning of each school year, and also will be kept confidential upon written request of the teacher.
- d. Members of the unit will be notified of positions available for voluntary transfer following the recall process at the conclusion of each school year, but no later than the first Friday in June. Notice of additional positions that become available during the summer will be placed on a bulletin board at the Schulman Administrative Center and sent to the Association Office.
- e. Members of the bargaining unit will be contacted for their approval prior to placement in a requested voluntary transfer position.
- f. The decision of the Personnel Director on the granting of a voluntary transfer shall be final.

ARTICLE XI - VACANCIES, PROMOTIONS, AND TRANSFERS (continued)

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 transfers of teachers are to be minimized and avoided wherever possible.
2. An involuntary transfer is defined as the transfer of any teacher from one school building to another without the approval of that affected teacher, with the exception of teachers assigned to the following departments: Elementary Art Consultant, Elementary Vocal Music Consultants, Elementary Instrumental Music Teachers, Special Education, Reading Specialists, Chapter I Teachers, and Learning Center Teachers.
3. Elementary media specialists and physical education teachers who become involuntary transfers will be able to exercise the following options in order:
 - a. Either elect a vacancy in their department or select the position of another department member with less seniority. They may also elect an existing vacancy in the District for which they are certified.
 - b. If no position exists in their department, the lowest seniority person will have the right to exercise his/her option under Article XI.C.7.
4.
 - a. Seniority shall mean the length of service with the employer, including all leaves of absence, with the exception of unpaid leaves of absence granted under Article VIII.L. Length of service with the employer shall mean all total service with the employer and not necessarily continuous, uninterrupted service. However, the persons serving as President, Vice President, Secretary and Treasurer of the Association shall be considered to have the highest seniority for the duration of their tenure in office. The Association will give the District a list of officers and their tenure of office prior to April 1 of each school year, and inform the District when changes occur.
 - b. In the event two (2) teachers have the same length of service in Farmington, the additional determining factors will be in rank order:
 - 1) Total years of teaching service.
 - 2) Highest earned degree.
 - 3) Last four (4) digits of Social Security number (lowest).
5. If involuntary 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 Superintendent's designee, at which time the teacher will be notified of the reasons for such transfer.

ARTICLE XI - VACANCIES, PROMOTIONS, AND TRANSFERS (continued)

- C. 6. a. In an elementary building, the teacher transferred will be the teacher of least seniority in the building.
 - b. In a secondary building, the teacher transferred will be the teacher in the position affected of least seniority.
 7. By June 1st, a meeting will be held with all involuntarily transferred teachers, at which time:
 - a. Involuntarily transferred teachers will be given the opportunity to select vacancies from a list of all known openings provided to them and the Association prior to the meeting.
 - b. Five (5) days prior to this meeting, the District will provide lists to the affected teachers and the Association, showing vacancies and assignments as defined in Article X.B.2.
 - c. Teachers who do not select a vacancy shall select a particular tentative assignment, provided the teacher in that position has less seniority than the transferring teacher. After an involuntarily transferred teacher selects an assignment, adjustments in the remaining tentative assignments may be made to satisfy Article XI.C.6. above.
 - d. The selection of positions will be done in seniority order.
 - e. Any teacher involuntarily transferred by another teacher, shall have up to one (1) week to select another position, according to Article XI.C.7. above.
 8. Following the involuntary transfer process and prior to the conclusion of the school year, teachers will be returned to any vacant position for which they are certified that occurs in the building at which they are assigned at the time of the involuntary transfer process. Following the conclusion of the school year, the teacher may be returned to their previous position by mutual agreement of the teacher, Association, and School District.
- D. Professional Transfer: In the best interest of the teacher, the Superintendent may approach the Association to request the transfer of that teacher to an existing vacancy before it is posted. Prior to the transfer being made, consent must be given by the President of the Association and the teacher involved. It is understood that said transfer may not in any way be construed as a disciplinary action. The resulting vacancy will then be posted, if the vacancy occurs between the opening day of school and April 1.
- E. Part-time Positions
1. Any teacher who accepts a part-time position at the District's request will be reassigned to a full-time position for the next school year at the conclusion of the involuntary transfer process, if requested by the teacher by March 1st of the current school year.

ARTICLE XI - VACANCIES, PROMOTIONS, AND TRANSFERS (continued)

- E. 2. Any teacher who occupies a part-time position will have the right to request a transfer by March 1st of the current school year to a full-time position for the next school year. The transfer will be granted at the conclusion of the involuntary transfer process, if a full-time position is available. These teachers will be granted a full-time position prior to persons covered by 3. below.
3. Any teacher who is hired into a part-time position will have the right to request a transfer by March 1st of the current school year to a full-time position for the next school year. The transfer will be granted at the conclusion of the involuntary transfer process if a full-time position is available.
4. Any teacher who requested and was granted a shared-time position, and was subsequently assigned by the District to a part-time position, will retain all of the rights of a shared-time teacher as provided in Article X.E.3-6. The one exception will be that the teacher will qualify for medical coverage as a part-time teacher as provided in Article VII.B.2.b.

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 by April 30, of the previous school year. The official action of the Board of Education at a public meeting shall constitute such notice. Teachers hired after April 30, 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, the Director of Personnel will, two weeks prior to the Board meeting, review and discuss the contemplated reduction with Association Representatives. On or before April 1, the Association shall be presented a list of all members of the bargaining unit, in seniority order, as defined in Articles XI.C.4. and XII.E. A listing will also be provided of teacher building, location, and teaching assignment one (1) week prior to any involuntary transfers or recall of teachers.
- C. In cases requiring a reduction of the teacher work force, the order of reduction shall be:
 1. Probationary teachers according to seniority. If a position cannot be filled with a certified and qualified tenure or probationary teacher in accordance with seniority, a probationary teacher with lower seniority may be retained.
 2. Tenure or continuing contract teachers according to certification, qualifications and seniority. If an assignment cannot be filled with a certified and qualified tenure teacher in accordance with seniority, a tenure or probationary teacher with lower seniority may be retained.

ARTICLE XII - REDUCTION OF PERSONNEL (continued)

D. Teachers whose services are terminated because of a necessary reduction in personnel shall be recalled and appointed to the first (1st) vacant assignment in the school district, according to seniority, for which they are certified and qualified.

1. Qualifications for an assignment will be determined as follows:

a. High school assignments: Secondary (7-8) certification and ability to meet North Central standards of the position with the exception of advanced computer instruction which will require certification in computer science (NR) or certification in mathematics (EX) and one (1) year of previous teaching experience in advanced computer instruction or demonstrated competency, in teaching advanced computers.

b. Middle school assignments: Elementary (K-8) or secondary (7-8) certification; or secondary (7-8) certification (with a middle school endorsement), with the exception of the following assignments:

1) Industrial Arts: certification IX necessary.

2) Home Economics: certification KH necessary.

3) Physical Education: certification MX or MB necessary.

4) Music: certification JX necessary with a major in either Vocal or Instrumental Music.

5) Art: certification LX necessary.

6) Fine Arts certification (OX) will qualify a teacher to teach an assignment including a maximum of two (2) classes in vocal music or art.

7) Teachers on the District recall list with ninth (9th) grade JX certification in either vocal or instrumental music will qualify to teach an assignment including a maximum of two (2) classes in either vocal or instrumental music. Teachers not on the District recall list with ninth (9th) grade JX certification in either vocal or instrumental music will qualify but will not be given an assignment including a maximum of two classes in either vocal or instrumental music without their approval.

8) Teachers assigned to teach eighth (8th) grade mathematics, science, language arts or social studies must have a major or minor in the subject matter or a minimum of one (1) year experience in Farmington teaching the subject matter in grades 7 through 12.

9) Teachers assigned to teach computers must have a major or minor in mathematics and/or demonstrated competency in the use of a computer, or at least one (1) year of experience in teaching use of a computer in grades 1-12.

ARTICLE XII - REDUCTION IN PERSONNEL (continued)

- D. 1. b. 10) Teachers assigned to teach language orientation should have a major or minor in a foreign language or demonstrated competency in a foreign language, or at least one (1) year of previous experience in teaching the subject at the middle school level.
- 11) Teachers assigned to teach a foreign language must have a major or minor, or demonstrated competency in the foreign language taught.
- c. Elementary school assignments: Elementary K-8 certification.
- d. Assignment to the Preschool Developmental Program will require an Early Childhood Education Endorsement (ZA) or K-8 certification with evidence of successful completion of the Gesell Early Childhood Education course.
- e. Teachers currently employed in the positions below are considered qualified to hold the positions. Persons assigned to the positions at a future date will have to have two (2) years of teaching experience and a Master's Degree in addition to the qualifications listed below.
- 1) Elementary Art Consultant
- K-12 art certification
 - 2) Elementary Instrumental Music Teacher
- K-12 music certification
 - 3) Elementary Science Consultant
- Elementary (K-8) certification and eighteen (18) semester hours in science or secondary certification 7-12 with an endorsement in science and a minimum of eighteen (18) semester hours in science.
 - 4) Elementary Vocal Music Consultant
- K-12 music certification
 - 5) Counselor
- Counseling certification (NT)
 - 6) Family Life Education Coordinator
- K-8 with ninth (9th) grade endorsement or 7 - 12 certification with middle school endorsement (ZD)
- Six (6) semester hours of approved undergraduate or graduate course work from among the following: human biology, anatomy, physiology, human heredity or genetics, bacteriology, psychology, mental health, sociology, cultural anthropology.
- At least eight (8) semester hours of approved undergraduate or graduate coursework in sex education, human reproduction, family planning, marriage and family relations, human sexuality, family life education, or a combination of the above.

ARTICLE XII - REDUCTION IN PERSONNEL (continued)

- D. 1. e. 6) - The completion of a Department of Education approved twenty (20) clock hours of inservice in sex education, human reproduction, family planning, marriage and family relations, human sexuality, and family life education.
- Two (2) semester hours of approved undergraduate or graduate course work from among the following: growth and development, personal health, community health, the school health program, school health problems, or health problems of children and youth.
- 7) English - Writing Coordinator
- K-8 or 7-12 certification with twenty-four (24) semester hours distributed appropriately in literature or composition.
- 8) High School Co-op Coordinator
- Vocational certification
 - Two (2) years of relevant occupational work experience
- 9) Special Needs/Career Education Coordinator
- Counseling certification (NT)
 - Two (2) years of relevant occupational work experience
- 10) Telecommunications Coordinator
- K-8 or 7-12 certification with a Speech and Drama (BD) endorsement or twenty-four (24) semester hours in communication
- 11) Bilingual Coordinator
- K-8 or 7-12 certification with a bilingual endorsement (YA-YS)
- 12) Reading Specialist
- K-8 Certification (Elementary) or (Middle School) 7-12 certification with middle school endorsement, K-8, or K-12 Reading
 - Twelve (12) semester hours in reading six (6) hours of which will be in courses whose contents include diagnosis of reading disability and methods of remediation)
- 13) Intellectually Gifted Coordinator
- Elementary K-8 certification
 - Secondary: High School 7-8 certification or Middle School K-8, 7-12 plus middle school endorsement
 - A minimum of ten (10) semester hours of college course work in education of the exceptional child.
- 14) Media Specialist
- K-12 Media certification (ND)
- 15) Mathematics/Computer Coordinator
- K-8 or 7-12 certification with twenty (20) semester hours in mathematics and two (2) years of teaching the use of computers in any grade; K-12 or computer science (NR) endorsement

ARTICLE XII - REDUCTION IN PERSONNEL (continued)

- D. 1. e. 16) Mathematics Coordinator
- K-8 or 7-12 certification with an endorsement in mathematics (EX) or eighteen (18) semester hours in mathematics
- 17) Computer Coordinator
- K-8 or 7-12 certification with a computer science (NR) endorsement or eighteen (18) semester hours in computer science
- 18) K-12 Music Coordinator
- K-12 music certification (JX)
- 19) Science Coordinator
- K-8 or 7-12 certification with a science endorsement or twenty-four (24) semester hours in science
- 20) Social Studies Coordinator
- K-8 or 7-12 certification with twenty four (24) semester hours in Social Sciences
- 21) Staff Development Trainer
- K-8 or 7-12 certification
- Advanced study (six hours minimum) in the area of curriculum and/or staff development
- 22) Staff Development I.T.I.P. Trainer
- K-8 or 7-12 certification
- Advanced study (6 hrs. minimum) in the area of curriculum and/or staff development
- Completion of the I.T.I.P. Trainer of Trainers Program
- 23) Elementary Learning Center Teacher
- K-8 certification
- Twelve (12) semester hours in reading six (6) hours of which will be in courses whose contents include diagnosis of reading disability and methods of remediation) - Successful completion of a District provided inservice program in remedial mathematics instruction unless waived by the District
- 24) Coordinator For Reading and Learning Centers
- K-8 certification or 7-12 certification
- Twelve (12) semester hours in reading six (6) hours of which will be in courses whose contents include diagnosis of reading disability and methods of remediation)
- Successful completion of a District provided inservice program in remedial mathematics instruction unless waived by the District

ARTICLE XII - REDUCTION IN PERSONNEL (continued)

D. 1. e. 25) Health Coordinator

- Certification - MX or MA necessary or K-8 certification with 9th grade MX or MA
- The completion of a Department of Education approved twenty (20) clock hours of inservice in sex education, human reproduction, family planning, marriage and family relations, human sexuality, and family life education. (The qualifications for this position will apply to any vacancy which occurs after August 28, 1989).

26) Reading Recovery Teacher

- K-8 Certification
- Twelve (12) semester hours in reading six (6) hours of which will be in courses whose contents include diagnosis of reading disability and methods of remediation)
- Successful completion of a District provided inservice program in remedial mathematics instruction unless waived by the District
- All current Learning Center and Chapter I teachers assigned to those positions as of February 1994 will be assumed qualified to fill a Learning Center/Reading Recovery teacher position.
- Following their initial assignment, Reading Recovery teachers will have to become certified as a Reading Recovery teacher through the sponsoring college or university. The cost of certification for these and future Reading Recovery teachers will continue to be borne by the District. The Learning Center/Reading Recovery teachers will meet and decide on the day of the week that the course work for Reading Recovery certification will occur. On that day participating teachers' schedules will be altered and they will report to work later so that their total work day (school work day plus time spent in the course) will not exceed seven and one half (7 1/2) hours. Should the teacher fail to become certified, he/she will become an involuntary transfer at the conclusion of the school year.

f. Bargaining unit positions, other than those in D.1.a. through e., according to State Certification or State Department of Education licensing or approval.

D. 2. A teacher will have the right to refuse recall twice to a position in a given school year and still maintain their position on the recall list. If a teacher refuses recall to an assignment and maintains their position on the recall list, it is understood that they will no longer be eligible for unemployment compensation. Verbal nonacceptance of recall to the Personnel Office will be acceptable, provided written confirmation of the refusal of recall is provided to the involved teacher and the Association.

ARTICLE XII - REDUCTION IN PERSONNEL (continued)

- E. 1. Seniority shall mean the length of service with the employer, including all leaves of absence, with the exception of unpaid leaves of absence, granted under Article VIII.L. Length of service with the employer shall mean all total service with the employer and not necessarily continuous, uninterrupted service. However, the persons serving as President, Vice President, Secretary, and Treasurer of the Association shall be considered to have the highest seniority for the duration of their tenure in office. The Association will give the District a list of officers and their tenure in office, prior to April 1 of each school year, and inform the District when changes occur.
2. In the event two (2) 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. Last four (4) digits of Social Security number (lowest)
- F. At the time of recall of any teacher, the Association and the Board agree that a teacher's eligibility for recall shall terminate if they:
- 1. Failed to accept a third recall. (A teacher who turns down a third recall will be offered the option of a personal leave of absence.)
 - 2. Fail to respond within ten (10) days of their receipt of a written call-back notice sent by the Board.
- G. Tenure teachers will remain on the District recall list until they are recalled to a position with the District. Probationary teachers will remain on the District recall list for a minimum of four (4) years.
- H. In the event a member of the unit receives unemployment compensation benefits between two (2) school years, (i.e., summer break) and is recalled to employment prior to the beginning of the school year, the amount received after recall in unemployment benefits will be deducted from the teacher's salary for the successor year.
- I. Certified administrators returning to the bargaining unit will do so effective at the end of their administrative contract with the District. Administrators returning to the unit will either:
- 1. Be placed in existing vacancies along with teachers returning from leave after involuntary transfers have occurred, if they have more seniority than those teachers on the reductions in personnel or recall list.
 - 2. Be placed on the reductions in personnel or recall list in order of seniority, and offered the first vacant position, according to the provisions of Article XII of the Master Agreement.

ARTICLE XII - REDUCTION IN PERSONNEL (continued)

- J. Exclusion of tenure in position for the purposes of layoff and recall: Following the 1986-87 school year, a bargaining unit member, who has not previously attained tenure, under the Michigan Teachers' Tenure Act, MCLA 38.71 et.seq.; in a position other than as a classroom teacher, who is placed in a position other than a classroom teacher, shall not be deemed to have tenure in such position by virtue of this contract or any individual contract for such nonclassroom position, but shall be deemed to have continuing tenure as an active classroom teacher during any layoff and recall procedures according to Article XII.

ARTICLE XIII - TEACHER EVALUATION AND DISCIPLINE

- 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 teachers on how to correct the specific professional deficiencies noted in the observations of teachers' work performance. Teachers will attempt to correct the deficiencies noted on their evaluation by the administrator.
1. The work performance of all tenure or continuing contract teachers shall be evaluated at least once every three (3) 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 the administrator's observations, including classroom observation for a reasonable number of consecutive classroom minutes. Two (2) of the classroom observations will be for a minimum of fifteen (15) 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 which might not be seen on any other day.
 7. The teacher 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 the Agreement.

ARTICLE XIII - TEACHER EVALUATION AND DISCIPLINE (continued)

- A. 9. Any teacher not scheduled for an evaluation during the school year may request and may be given an evaluation from his/her administrator or supervisor.
10. Any unsatisfactory evaluation must be presented to the teacher no later than May 1st of the school year. Any teacher who receives an unsatisfactory evaluation may request and will receive an additional evaluation no later than the semester following the teacher's request.
11. Any teacher new to a building may request an evaluation from their administrator or immediate supervisor during their second semester in the new building. In the event they do not receive an evaluation during the second semester, they will receive an evaluation during the next year of their assignment at the building.
12. 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.
- B. 1. The administration may allow an experienced teacher to observe and assist a teacher, upon the request of the teacher and the consent of the experienced teacher.
2. Such observation and assistance shall be for the teacher's improvement only, and shall not be used for tenure or become part of the teacher's record.
3. Persons other than an administrator or a teacher may observe a classroom only with the permission of the teacher and the building supervisor.
- C. 1. The principal may request the department chairperson to observe and assist a teacher, after specifying the area of concern.
2. Department chairpersons may assist a teacher in their department in self evaluation.
3. 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.
- D. 1. When probationary teachers are notified of discharge by the Personnel Office, they will also be notified of their right to have a closed Board Hearing on the merits of such action. The hearing may be held after official Board action of their dismissal, providing the hearing request is made within twenty (20) school days of official notification of discharge. If probationary teachers request a hearing, they will receive a written statement of the reasons their work performance was considered unsatisfactory ten (10) school days in advance of the hearing. The decision of the Board, regarding their reinstatement, will be final and nongrievable.

ARTICLE XIII - TEACHER EVALUATION AND DISCIPLINE (continued)

- D. 2. In positions where certification is not required, or tenure does not apply, the first four (4) school years of employment shall be deemed to be probationary. An individual will be required to serve only one (1) probationary period in the District.
- 3. After satisfactory completion of the probationary period, the teacher shall be placed on a continuing contract by the Board.
- 4. If individuals are in a position which does not require a teacher's certificate, they 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.
- E. A teacher, who so requests, may have an Association representative present during any conference with an administrator or supervisor.
- F. When teachers are called to their supervisor's office for the intended purpose of being reprimanded or disciplined, they shall be advised of their 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. Teachers shall have the right to attach their comments to the administrator's written statement.
- G. 1. No teacher shall be disciplined, demoted, dismissed, or suspended 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:
 - a. Incompetence.
 - b. Insubordination.
 - c. Immorality.
 - d. Any violation of the terms of this agreement.
 - e. Lapse of certification.
- 2. Unless it adversely affects their teaching performance, the private and personal lives of teachers is not within the appropriate concern or attention of the Board. Teachers are entitled to full rights of citizenship and no teacher will be disciplined or discriminated against for exercising those rights.

ARTICLE XIV - TEACHER PROTECTION

- A. 1. Any case of alleged assault and/or battery upon teachers, 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 teachers of their 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 teachers other than for disability in connection with incidents described above will not be charged to teachers unless teachers are adjudged guilty, or judgment is rendered against them in connection with such alleged assault and/or battery upon them in a court of competent jurisdiction from which no appeal has been taken.
2. a. Any teacher allegation of assault and/or battery made against a student shall be promptly reported to the Board or its designated representative. The student will be suspended immediately by the administrator, pending a hearing with the student, teacher, parent, and administrator to determine whether assault and/or battery occurred. The Board shall provide legal counsel to advise teachers of their rights and obligations with respect to the 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.
- b. If the administration determines that alleged assault and/or battery occurred, they will recommend either extended suspension or expulsion of the student to the Director of Student Services, for a decision under the procedures under the Student Code of Conduct. In unusual circumstances involving a student seven years or younger or a Special Education student, the Director of Student Services may approach the Association for a deviation of the penalty or procedures outlined above; which will not be unreasonably denied.
- 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 principals or their designated representative.

ARTICLE XIV - TEACHER PROTECTION (continued)

- E. 1. In the event a student's grade is changed, it will be done in accordance with the procedures set forth in Section 1249 of the School Code of 1976.
2. All meetings of the Review Committee shall be held during the regularly scheduled school day. The administration shall be responsible for securing substitute teachers for committee members and the affected teachers.
3. If the teacher involved appeals the decision of the Review Committee to the Board of Education and the Board of Education meets to review the reasons for changing the grade, that meeting shall be in closed session unless otherwise prohibited by law.
4. In the event a grade change is approved by the Review Committee or the Board of Education, the student's report card which includes the teacher's name shall carry the notation that the grade was changed by the Review Committee or by the Board.

- F. Complaints made by a parent, pupil, or non-supervisory staff which are directed at a teacher's performance shall be promptly called to the teacher's attention. Prior to the complaint or the supervisor's findings thereof being placed in the teacher's personnel file, the teacher's immediate supervisor shall first review it to determine whether the complaint is valid. If the complaint is found to be invalid, neither the complaint nor the supervisor's findings will be placed in the personnel file.

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. No unsigned complaints or complaints that were signed with the signature blocked out or obliterated may be placed in the teacher's personnel file.

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

Legal Reference: Public Act No. 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 parent or guardian, and in strict compliance with the instructions of physician, is not liable in any criminal action or for any civil damage as a result of administering, except for acts of admissions amounting to gross negligence or willful and wanton misconduct."

ARTICLE XIV - TEACHER PROTECTION (continued)

H. Personnel Files

1. a. The personnel file will be kept in a central location under the supervision of the Director of Personnel.
- b. A teacher will continue to have the right to review his/her personnel file according to the provisions of P.A. 397 upon written request to the personnel office.
- c. Any third party other than designated Board representatives, must have written permission from the teacher to review his/her file. Designated Board representatives are those who have a professional reason related to employment, to review the file. This section shall not apply if any of the following occur:
 - 1) The employee has specifically waived written notice as part of a written, signed employment application with another employer.
 - 2) The disclosure is ordered in a legal action or arbitration to a party in that legal action or arbitration.
 - 3) Information is requested by a government agency as a result of a claim or complaint by an employee.
2. The personnel file will contain all official records regarding the employment of a teacher by the District.
3. a. Any document related to a teacher's work performance that is added to the teacher's personnel file will be clearly annotated at the bottom of each page "cc: Personnel File". The document will be initialed or signed by the teacher. A copy of the document will be sent to the teacher upon receipt in the Personnel Office.
- b. The teacher will be entitled to attach a dissenting opinion and/or clarifying statement to the document. This opinion/statement will be initialed or signed by the teacher and the administrator or the Personnel Director. A copy of the document will be sent to the teacher upon receipt in the Personnel Office.
4. No records may be entered into a teacher's personnel file by a Board representative regarding a fact or occurrence about a teacher later than six months following the occurrence or knowledge of the occurrence by the Board representative.
5. Records that are not already a part of a teacher's personnel file according to the procedures listed in Article XIV.H.3.,4. will not be used or referred to during the grievance procedure. However, this paragraph will not prohibit testimony as to a fact or occurrence by a teacher, the Association, or a District representative in hearing held during the grievance procedure.

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, observations of other teachers/programs, and/or conventions of an educational nature.
- B. The Board shall allocate monies equal to one-fifth of one percent of the B.A. minimum per teacher in each building for the above-mentioned purposes (Section A).
- C. A building or Article XV.D. inservice committee, composed of an administrator and a minimum of two teachers, one of whom will be an Association appointed representative, will be created within each building or area to determine whether submitted requests are for legitimate inservice/professional development. However, an administrator will have the final decision on whether a teacher will receive release time to participate in the activities listed in XV.A. above.
1. Teacher salaries, substitute salaries, and District-wide/building-wide inservice costs will not be deducted from this inservice fund.
 2. If a teacher wishes to seek reimbursement for conference/in-service expenses, he/she will submit the request to the Building In-service Committee. All such requests, with expense receipts attached, shall be submitted by May 15 of each school year. So long as the Committee determines that the conference/in-service and the expenses are legitimate, a request for reimbursement will not be denied. Teachers whose expenses do not exceed the per capita allocation defined in B. above will receive 100 percent reimbursement. Teachers whose requests exceed the per capita allocated amount shall be reimbursed the per capita amount plus a prorated share of the remaining funds. All payments shall be made by June 30.
 3. Monies remaining in the inservice fund will be carried over into the succeeding contract year.
 4. In buildings where there has been a carry over of funds from a prior year(s), the building in-service committee may approve 100% reimbursement of conference registration fees, as soon as proper documentation has been provided. Upon approval by the committee, the district will process the payment as soon as possible. At no time may the committee authorize these payments in an amount greater than the carry over from the prior year(s). The remainder of the reimbursement for expenses shall be consistent with the language in Article XV.C.
 5. By June 1, the building inservice committee will prepare an annual report detailing the disbursement of monies from the inservice fund and identifying the amount of monies, if any, to be carried forth to the succeeding year. A copy of this report will be forwarded to the Association.

ARTICLE XV - INSERVICE, CONFERENCES & CONVENTIONS (continued)

- D. For the purpose of establishing inservice committees, the following departments shall have pooled funds:
1. District-wide coordinators, elementary vocal music, art, and science consultants, elementary instrumental music teachers, and staff development trainers.
 2. K-12 reading specialists, gifted coordinators, and learning center teachers.
 3. All special education personnel other than those with full-time assignments in one building.
- E.
1. There shall be no deduction from the teachers' 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.
- F. 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.
- G. An inservice/staff development committee will be formed according to Section 97 to determine the use of Section 97 provided funds for District inservice and staff development.

ARTICLE XVI - SCHOOL CALENDAR

- A. All teachers' duty calendars will be shown in Appendix A. The duty calendars for the school year will consist of 183 work days including one (1) evening parent conference; plus two (2) evening parent conferences, and one (1) day for the required six (6) hours of inservice time provided under Article V.A.1.g., provided that 180 legal student instruction days are completed. Scheduled days of student instruction which are not held, due to notice provided under Article III.F.1., will be rescheduled by mutual agreement of the Board of Education and the Association to insure that there are a minimum of 180 days of actual student instruction. In the event the Association and Board cannot agree on the rescheduling of days, the Board of Education will establish the makeup dates. Teachers will receive their regular pay for days which are cancelled but will work on any rescheduled days with no additional compensation. Total annual salary is based upon 185 days of work during the entire school year regardless of whether the days actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board and the Association. Teachers will be paid an additional per diem rate only for any days which they are required to work as part of the regular school year beyond 185.

ARTICLE XVI - SCHOOL CALENDAR (continued)

B. Regulations governing teachers' workdays shall be as follows:

1. During the initial teacher workdays, as shown in Appendix A, no Districtwide departmental or general meetings will be held. No building meetings shall be held on elementary card marking half (1/2) days, except in the case of an emergency.
2. No more than one (1) short building meeting will be held in each of the two (2) work periods between semester and at the close of school. Such meetings will be scheduled so as not to interrupt work more than necessary.
3. Final Workday:
 - a. Building checkout procedures, as determined by the building principal, will be scheduled so that teachers may complete the procedures by 11:30 a.m. Teachers may leave the building at 11:30 a.m. provided their work is completed.
 - b. Teachers who anticipate being unable to complete the building checkout procedures by 11:30 a.m. of the final workday will be allowed to make arrangements with their building principal to complete the checkout procedures during the remainder of the workday, providing the teachers notify the building principal at least two (2) workdays in advance.
 - c. Report cards will be mailed unless a building staff agrees to another method of distribution proposed by the building principal.
4. School will be dismissed Districtwide for half (1/2) days or full days for inservice, according to Appendix A, during the school year.
5. Middle and high school teachers will have until the end of the day, Tuesday, following the end of each of the first three marking periods, to complete report cards.

C. Teachers who are enrolled in and will be attending a university or college for summer study, requiring them to be absent the last week of school or any part thereof, shall receive the difference between the cost of the substitute and their regular salary, provided the teacher furnished the Board evidence that it is necessary to leave during this time period.

D. The School Calendar is subject in all respects to the regulation 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:

1. A teacher must volunteer to participate in any student teaching program.
2. No supervising teacher shall have more than one (1) student teacher in any one (1) class per year.
3. The Board shall assume all legal responsibilities for the supervising of the student teacher.
4. a. There shall be no more than twenty (25) student teachers placed in each semester of the school year.

b. 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.

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 Community Services.
3. In filling such anticipated vacancies, the Director of Community Services shall consider the qualifications of the applicants. Whenever two (2) or more teachers apply for a summer school teaching position, and in the opinion of the Director, their qualifications are equal or similar, preference shall be given to the applicant with the greater length of service to the District.
4. Appointments to summer school positions will be made the first (1st) day following the official registration. Appointments will be made by letter, specifying the subject, hours, and place of assignment.
5. When the 4th of July falls on a Monday, Wednesday or Friday, 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 Sunday or Tuesday, school will be closed on Monday. When the 4th of July falls on Thursday or Saturday, school will be closed on Friday. Teachers shall receive compensation for those days at the regular daily rate.
6. 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.

ARTICLE XVII - ADDITIONAL TEACHING ASSIGNMENTS (continued)

- B. 7. 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.
8. 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., 1-6., B.6.a., B.9; Articles VII (except VII.A.10); VIII; IX; X.B.; XI; XIII; XIV.F; XV; XVI; XVII.A., C.; XIX; XXI; and XXII.
- C. Driver Education:
1. In the event the Board of Education authorizes a driver education program during the summer, teachers will be advised of anticipated vacancies by ten (10) working days, written, advance notice.
 2. Applications for driver education (see Appendix D) will be made available through the building principals and the Office of Community Services.
 3. Anticipated vacancies shall be filled in the following order:
 - a. Farmington teachers, according to years of experience in this program. One (1) year of experience shall be granted for one (1) or more sessions per year. In the case of a tie, the teacher with the greater seniority in the District shall prevail.
 - b. Farmington teachers, according to seniority in the District.
 - c. Teachers from outside the District.
 4. When more than one (1) driver education session is held during the summer, positions will be filled according to the procedure defined in C.3., separately for each session.
 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 Monday, Wednesday, or Friday, 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 Sunday or Tuesday, school will be closed on Monday. When the 4th of July falls on Thursday or Saturday, school will be closed on Friday. Teachers shall receive compensation for those days 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.6.a., B.9; Articles VII (except VII.A.11); 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 or the Association that there has been a violation, misinterpretation, 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. School days shall be defined as work days exclusive of vacation time or holidays. The tolling date for all responses/appeals of grievances at each level will begin the day following receipt of the response/appeal. 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 default by the Board, the remedy requested by the grievant shall be granted. In the event of default by the grievant, the grievant loses the right to process the grievance further. However, default will not mean acceptance of either party's last written position.
- C. 1. Any teacher having a problem and/or grievance may discuss the matter with the school principal during nonteaching hours, with the object of resolving it informally. The Association building representative or Association officer may also be present, if requested.
2. The Association may discuss matters involving the implementation and interpretation of the contract with the Superintendent or his/her 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:
- a. 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.
- b. Should a grievance be filed more than forty (40) school days after the occurrence of an alleged violation, the grievance will be considered untimely under Section B., above.
- c. Within ten (10) school days after the receipt of the written grievance, the supervisor shall give an answer, in writing, to the grievant and to the Association.
- d. Only the Association may, at its option, process a grievance via an expedited grievance procedure. This will be accomplished by filing a grievance at Step Two according to the language of Step One of the grievance procedure, provided the grievance has been discussed by the grievant or Association with the principal or supervisor prior to filing at Step Two. In the event the Association is unable to contact the principal or supervisor during the ten (10) day period, the requirement of discussing with them prior to filing at Step Two will be waived.

ARTICLE XVIII - GRIEVANCE PROCEDURE (continued)

D. 2. Step Two:

In the event the grievant is not satisfied with the disposition of the grievance at Step One, within ten (10) school days from the date of receipt of the supervisor's answer, the grievant may appeal the grievance to the Office of the Assistant Superintendent for Staff and Community Services. Such appeal shall be in writing. Within ten (10) school days of receipt of the appeal from Step One of the grievance procedure, the Assistant Superintendent for Staff and Community Services, or a designee, shall present the Association or grievant with a written answer to the grievance. The Assistant Superintendent for Staff and Community Services, or a designee, shall also have the option of holding a hearing on the grievance within the ten (10) school day period.

3. Step Three:

Within ten (10) school days after receiving the decision from the Assistant Superintendent for Staff and Community Services in Step Two the grievant or the Association may appeal to the Superintendent of Schools, or a designated representative. The appeal will contain the grievance, Step Two decision and the reasons why the appeal is being made. The Superintendent or designee shall review the grievance and respond in writing within ten (10) school days after the date of receipt of the appeal.

4. Step Four:

If the alleged grievance is not settled at Step Three, only the Association may appeal the grievance to arbitration. The Association may appeal the matter to arbitration, provided written notice to appeal is given to the District within ten (10) school days from the date of receipt of the written answer at Step Three. If within ten (10) days of the Association's declared intent to appeal to arbitration the parties cannot agree as to an arbitrator, the arbitrator will be selected in accordance with the rules and regulations of the American Arbitration Association.

E. The arbitration hearing will be conducted according to the rules of the American Arbitration Association. 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. The decision of the arbitrator will be final and binding on both the Association and the Board.

F. The grievant may request assistance from the Association for aid or representation.

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.

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

ARTICLE XVIII - GRIEVANCE PROCEDURE (continued)

- 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 the Association be given the opportunity to be present at the hearing or meeting of such grievance and the final decision by the employer is not inconsistent with the terms of this agreement. An individual filing a grievance will have the right to proceed through Step Three of the grievance procedure.
- 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 re-employ, a probationary teacher.
 2. The placing of a non-tenure teacher on a third (3rd) year of probation.
 3. 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, nonteaching 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 the names have been so certified. In addition, the District will be provided a list of Association representatives for a succeeding school year by April 1 of the current school year.
- 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 and school social workers shall be evaluated by the Director of Special Education.
- D. All other special education support personnel 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.
- G. A supervisor or director may call for a meeting of resource room teachers up to one half (1/2) day per month.
- H. The Board will prepare and publish and maintain a complete catalog of available special services for the use of the District instructional staff. This catalog will contain a listing and description of available services and will be posted in each building. The Board will also prepare and annually publish the assignments, by name and position, of special services personnel listed in the catalog and post such a list in each building by October 30.
- I. Special education classroom teachers will not be involuntarily transferred from one building to another more than once in any given school year, other than in exceptional circumstances arrived at through joint Board and Association agreement.
- J. Severely Mentally Impaired (SMI)/Severely Multiply Impaired (SXI)
 - 1. The teachers assigned to the SMI/SXI program shall be paid for two hundred thirty-one (231) work days.

This includes 230 student session days and one (1) day for the required six (6) hours inservice time provided under Article V.A.1.g.
 - 2. Included in the SMI/SXI school year will be six (6) inservice half (1/2) days, and six (6) teacher half (1/2) work days. The supervisor will schedule parent-teacher conferences.
 - 3. The rate of pay for the additional forty-six (46) days worked by the teachers of the SMI/SXI program shall be determined by multiplying their daily salary by forty-six (46).

ARTICLE XIX - SPECIAL EDUCATION (continued)

- J. 4. The teachers assigned to the SMI/SXI program shall be allowed the option of taking up to two (2) weeks off without compensation. This time off, if taken, shall be in addition to normal vacation time, and time off between the ending of one school year and the beginning of another, as established in the calendar for the SMI/SXI program. Such time off shall be taken during a single, consecutive block of time, as approved by the supervisor of the SMI/SXI program. Requests for vacation time during a coming school year will be given to the SMI/SXI director by May 1. The specific calendar dates will be submitted to the supervisor at least sixty (60) calendar days prior to the vacation period requested.
5. If two (2) or more individuals, affected by this contract, request time off for the same period of time, the supervisor of the SMI/SXI program shall consider the requests in order of the individual's seniority. The request of the individual with the greatest seniority shall then be approved, and so on, in order of seniority, until all requests have been approved or rescheduled.
6. Upon approval of the supervisor of the SMI/SXI program, all requests for time off beyond two (2) weeks as well as all requests made after the May 1 deadline may be granted.
7. The teachers assigned to the SMI/SXI program shall be granted three (3) sick days and one (1) personal business day per year, in addition to those provided in Article VIII.O.
8. The teachers assigned to the SMI/SXI program shall not 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 sixty (60) days prior to the last teaching day of the previous school year.
9. a. The SMI/SXI calendar, running from July 1 to June 30, is subject in all respects to the regulations of the State of Michigan, and in the event that any provisions 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 provision that will meet the minimum requirements for full state aid.
- b. In the event the number of session days required by the State of Michigan are reduced, the Association and the District will mutually agree on a calendar providing for the number of reduced session days.
10. In the event the District or County is forced to cancel the program during the life of this agreement, the first two (2) paragraphs of Article XIX.J., will be considered null and void.
11. All other provisions of this agreement shall apply to the teachers, nurses, occupational and physical therapists, speech therapists and other bargaining unit members assigned to the SMI/SXI program.

ARTICLE XIX - SPECIAL EDUCATION (continued)

- K. Any requests approved by the State Department of Education for a deviation from the rules as set forth in the Revised Administrative Rules for Special Education effective as amended July 1, 1987 pursuant to Rule 34 (R 340.1734) and pertaining to case load and/or class size will be forwarded to the Association.
- L. The Board shall not use professionals from outside the bargaining unit to supplant or replace school psychologists and their services unless required to do so by law, as in a second opinion desired by a parent. This protection does not apply to services offered by the State of Michigan, other local school districts, or agencies within or without the State of Michigan which offer unique services not presently available in the Farmington Public Schools.
- M.
 - 1. The Board agrees to notify the Association in the event the District receives notification from the County that the County plans to discontinue any of its special education programs currently operated by the Farmington Public Schools.
 - 2. Whenever practicable, the Director of Special Education shall notify the Association President when the District is considering major changes in the delivery of services which may have a significant impact on special education bargaining unit personnel.
 - 3. Prior to the Board of Education taking action on a proposed change or cancellation of a District Special Education program or service, the Association will be given an opportunity to express its views as provided in Article II. G.

ARTICLE XX - RETIREMENT POLICY

All members of the bargaining unit shall be retired mandatorily according to Board policy or applicable State or Federal law.

ARTICLE XXI - 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 XXII - NEGOTIATION PROCEDURES

- A.
 - 1. No later than May 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.

ARTICLE XXII - NEGOTIATIONS PROCEDURES (continued)

- A. 2. 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.
- 3. 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. 1. 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.
- 2. 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 with 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 XXIII - 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 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 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 judgement 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 XXIV - DURATION OF AGREEMENT

Upon ratification, this Agreement shall be in full force and effect to, and including, August 30, 1998, with the exception of Appendix B which will be retroactive to August 24, 1992, for all bargaining unit members including those members who have retired or taken a leave of absence. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above, unless an extension is mutually agreed to, in writing, by both parties.

FARMINGTON EDUCATION ASSOCIATION:

By: Thomas S. Chrzanowski
Thomas S. Chrzanowski, President

By: Joan Armistead
Joan Armistead

By: William J. Clair
William J. Clair

By: Lynn M. Conroy
Lynn M. Conroy

By: James M. Miner
James M. Miner

By: Zan Alley
Zan Alley, MEA Uniserv Director

FARMINGTON BOARD OF EDUCATION

By: Cathleen Webb
Cathleen Webb, President

By: Joseph Svoke
Joseph Svoke,
Vice-President

ADMINISTRATION:

By: C. Robert Maxfield
C. Robert Maxfield
Superintendent

By: Susan H. Zurvalec
Susan H. Zurvalec
Assistant Superintendent for
Staff and Community Services

APPENDIX A-1 1992-93 DISTRICT SCHOOL CALENDAR

August	24	----	No students	- Teachers' workday
August	25	----	Elementary	- Teachers' workday a.m./students p.m.
			Middle School	- Teachers' workday a.m./6th grade Orientation and all students p.m.
			High School	- Teachers' workday a.m./students p.m.
September	3	----	Labor Day Recess	Close of Day
September	8	----	School Reconvenes	
October	9	----	Districtwide Inservice	
October	23	----	Students a.m./Teachers workday	p.m. except p.m. Kindergarten
November	10 & 11	----	High School	- Students all day/parent conferences evening 5:30-8:30
November	10 & 12	----	Elementary	- Students a.m./parent conferences p.m. and evening 5:30-8:30 (p.m. Kdg. in session)
November	9	----	Middle School	- Students all day/Parent Conferences evening 5:30-8:30
November	11	---	Middle School	- Students a.m./parent conferences p.m. and evening 5:30-8:30
November	24	----	Thanksgiving Recess	Close of Day
November	30	----	School reconvenes	
December	18	----	Winter Vacation	Close of Day
January	4	----	School reconvenes	
January	14	----	Elementary	- Students all day
			Middle School	- Students all day
			High School	- Finals a.m./teachers' workday p.m.
January	15	----	Elementary	- Students a.m./teachers' workday p.m.
			Middle School	- Students a.m./teachers' workday p.m.
			High School	- Finals a.m./teachers' workday p.m.
January	18	----	Second Semester	begins
February	12	----	Winter Break	Close of Day
February	22	----	School Reconvenes	
March	16	----	Middle School	- Students all day/Parent conferences evening 5:30-8:30
March	18	----	High School	- Students all day/Parent conferences - evening 5:30-8:30
March	26	----	Students a.m./teacher workday	p.m. (p.m. Kdg. in session)
March	31	----	Elementary	- Students all day/Parent conferences evening 5:30-8:30
April	1	----	Elementary	- Students a.m./parent conferences p.m. (p.m. Kdg. in session)
April	2	----	Elementary	- Students a.m./p.m. conferences or compensatory time for those teachers who held conferences on another evening voted on by a majority of the staff. (p.m. Kdg. in session)
April	8	----	Spring Vacation	Close of Day
April	19	----	School reconvenes	
May	31	----	Memorial Day Recess	
June	9	----	Elementary	- Students all day
			Middle School	- Students all day
			High School	- Finals a.m./teachers' workday p.m.
June	10	----	Elementary	- Students a.m./teachers' workday p.m.
			Middle School	- Students a.m./teachers' workday p.m.
			High School	- Finals a.m./teachers' workday p.m.
June	11	----	Records Day	- No students

APPENDIX A-2 1992-93 YEAR-ROUND CALENDAR

August 24	--	No students - Teacher Workday
August 25	--	Elementary - Teachers' Workday a.m./Students p.m.
September 7	--	Labor Day Recess
October 9	--	Districtwide Inservice
October 16	--	Students a.m./Teacher Workday p.m.
October 23	--	End of 1st quarter - vacation close of day
November 9	--	Classes Reconvene
November 10&12	--	Parent-teacher conference - Students a.m./Parent Conferences p.m. and evening 5:30-8:30
November 24	--	Thanksgiving Break - Close of Day
November 30	--	School reconvenes
December 18	--	Winter Vacation - Close of Day
January 4	--	School reconvenes
January 29	--	Students a.m./Teacher Workday p.m.
February 5	--	End of 2nd quarter - vacation close of day
February 22	--	School Reconvenes
April 8	--	Spring Vacation - Close of day
April 19	--	School Reconvenes
April 30	--	Students a.m./Teacher Workday p.m.
May 5	--	Students all day/Parent conferences evening 5:30-8:30
May 6	--	Students a.m./Parent conferences p.m.
May 7	--	Students a.m./p.m. conferences or compensatory time for those teachers who held conferences on another evening voted on by a majority of the staff.
May 7	--	End of 3rd quarter - vacation close of day
May 24	--	School Reconvenes
May 31	--	Memorial Day Recess
July 5	--	Independence Day Recess
July 15	--	Students a.m./Teacher Workday p.m.
July 16	--	Records Day - No students

APPENDIX A-3 SMI/SXI CALENDAR 1992-93 SCHOOL YEAR

July 1	--	Official school year begins
July 2	--	Records Day - 1/2 day - students a.m. - summer recess begins. <u>School not in session week of July 6 and 13.</u>
July 20	--	Students a.m. - Workday p.m.- <u>Semester begins</u>
August 24	--	Students a.m. - Workday p.m.
September 4	--	Students a.m. - Teacher Comp. Day p.m.
September 7	--	Labor Day Recess
September 18	--	Students a.m. - Teacher Inservice p.m.
October 9	--	Teacher District Inservice a.m. - Students p.m.
October 29	--	Students a.m. - Teacher Workday p.m.
November 10&12	--	Parent Conferences 5:30 - 8:30
November 25	--	Students a.m. - Thanksgiving Recess in p.m.
November 30	--	School Reconvenes
December 2	--	Students a.m./Countywide Inservice p.m.
December 23	--	Holiday Recess begins end of day
January 4	--	School Reconvenes
January 15	--	Students a.m. - Teacher Workday p.m.
January 29	--	Students a.m. - Teacher Inservice p.m.
February 16	--	Winter Break begins end of day
February 22	--	School Reconvenes
March 26	--	Students a.m. - Teacher Workday p.m.
April 8	--	Spring Break begins end of day
April 19	--	School Reconvenes
May 14	--	Students a.m. - Teacher Inservice p.m.
May 28	--	Students a.m. - Teacher Comp. Day p.m.
May 31	--	Memorial Day Recess
June 10	--	Students a.m. - Teacher Inservice p.m.
June 30	--	Students a.m. - Teacher Workday -End of School Year

APPENDIX A-4 1993-94 DISTRICT SCHOOL CALENDAR

August	30	----	No students	- Teachers' workday
August	31	----	Elementary	- Teachers' workday a.m./students p.m.
			Middle School	- Teachers' workday a.m./6th grade Orientation and all students p.m.
			High School	- Teachers' workday a.m./students p.m.
September	6	----	Labor Day Recess	
October	8	----	Districtwide Inservice	
October	29	----	Students a.m./Teachers workday p.m. (p.m. Kdg. in session)	
November	9 & 11	----	High School	- Students all day/parent conferences evening 5:30-8:30
November	9 & 11	----	Elementary	- Students a.m./parent conferences p.m. and evening 5:30-8:30 (p.m. Kdg. in session)
November	8	----	Middle School	- Students all day/Parent Conferences evening 5:30-8:30
November	10	---	Middle School	- Students a.m./parent conferences p.m. and evening 5:30-8:30
November	24	----	Thanksgiving Recess Close of Day	
November	29	----	School reconvenes	
December	22	----	Winter Vacation Close of Day	
January	3	----	School reconvenes	
January	13	----	Elementary	- Students all day
			Middle School	- Students all day
			High School	- Finals a.m./teachers' workday p.m.
January	14	----	Elementary	- Students a.m./teachers' workday p.m.
			Middle School	- Students a.m./teachers' workday p.m.
			High School	- Finals a.m./teachers' workday p.m.
January	17	----	Second Semester begins	
February	11	----	Winter Break Close of Day	
February	21	----	School Reconvenes	
March	15	----	Middle School	- Students all day/Parent conferences evening 5:30-8:30
March	17	----	High School	- Students all day/Parent conferences - evening 5:30-8:30
March	25	----	Students a.m./teacher workday p.m. (p.m. Kdg. in session)	
March	29	----	Elementary	- Students all day/Parent conferences evening 5:30-8:30
March	30	----	Elementary	- Students a.m./parent conferences p.m.
March	31	----	Elementary	- Students a.m./p.m. conferences or compensatory time for those teachers who held conferences on another evening voted on by a majority of the staff. (p.m. Kdg. in session)
March	31	----	Spring Vacation Close of Day	
April	11	----	School reconvenes	
May	30	----	Memorial Day Recess	
June	8	----	Elementary	- Students all day
			Middle School	- Students all day
			High School	- Finals a.m./teachers' workday p.m.
June	9	----	Elementary	- Students a.m./teachers' workday p.m.
			Middle School	- Students a.m./teachers' workday p.m.
			High School	- Finals a.m./teachers' workday p.m.
June	10	----	Records Day	- No students

APPENDIX A-5 1993-94 YEAR-ROUND CALENDAR

August 30	--	No students - Teacher Workday
August 31	--	Elementary - Teachers' Workday a.m./Students p.m.
September 6	--	Labor Day Recess
October 8	--	Districtwide Inservice
October 22	--	Students a.m./Teacher Workday p.m.
October 29	--	End of 1st quarter - vacation close of day
November 15	--	Classes Reconvene
November 16&18	--	Parent-teacher conference - Students a.m./Parent Conferences p.m. and evening 6:00-9:00
November 24	--	Thanksgiving Recess - Close of Day
November 29	--	School reconvenes
December 17	--	Winter Vacation - Close of Day
January 3	--	School reconvenes
January 28	--	Students a.m./Teacher Workday p.m.
February 4	--	End of 2nd quarter - vacation close of day
February 21	--	School Reconvenes
March 31	--	Spring Vacation - Close of day
April 11	--	School Reconvenes
April 22	--	Students a.m./Teacher Workday p.m.
April 27	--	Students all day/Parent conferences evening 5:30-8:30
April 28	--	Students a.m./Parent conferences p.m.
April 29	--	Students a.m./p.m. conferences or compensatory time for those teachers who held conferences on another evening voted on by a majority of the staff.
April 29	--	End of 3rd quarter - vacation close of day
May 16	--	School Reconvenes
May 30	--	Memorial Day Recess
July 4	--	Independence Day Recess
July 20	--	Students a.m./Teacher Workday p.m.
July 21	--	Records Day - No students

APPENDIX A-6 SMI/SXI CALENDAR 1993-94 SCHOOL YEAR

July 1 -- Official school year begins

July 2 -- Records Day - 1/2 day - students a.m. - summer recess begins. School not in session July 5 - July 16.

July 19 -- School reconvenes - 1/2 day -students in a.m. - teacher workday in p.m.

August 30 -- 1/2 day - students in a.m. - teacher workday in p.m.

September 3 -- 1/2 day - students in a.m. - teacher comp. day in p.m.

September 6 -- Labor Day - no school

September 15 -- 1/2 day - students in a.m. - teacher inservice in p.m.

October 8 -- Districtwide Inservice - 1/2 half day for students

October 20 -- 1/2 day - students in a.m. - teacher workday in p.m., open house in the evening

November 9 -- Parent/Teacher Conferences 5:30 p.m. - 8:30 p.m.

November 11 -- Parent/Teacher Conferences 5:30 p.m. - 8:30 p.m.

November 12 -- 1/2 day - students in a.m. - teacher workday in p.m.

November 24 -- 1/2 day - students in a.m. - teacher comp. day in p.m.
Thanksgiving Recess

November 29 -- School Reconvenes

December 3 -- 1/2 day - students in a.m. - countywide inservice in p.m.

December 22 -- Holiday Recess at close of day

January 3 -- School reconvenes

January 19 -- 1/2 day - students in a.m. - inservice in p.m.

February 14 -- Winter Break at end of day

February 21 -- School reconvenes

March 16 -- 1/2 day - students in a.m. - teacher workday in p.m.

March 31 -- Spring Vacation begins end of day

April 11 -- School Reconvenes

May 18 -- 1/2 day - students in a.m. - inservice in p.m.

May 30 -- Memorial Day Recess

June 10 -- 1/2 day - students in a.m. - inservice in p.m.

June 30 -- Last day of 1992-93 school calendar

APPENDIX A-7 1994-95 DISTRICT SCHOOL CALENDAR

August	29	----	No students	- Teachers' workday
August	30	----	Elementary	- Teachers' workday a.m./students p.m.
			Middle School	- Teachers' workday a.m./6th grade Orientation and all students p.m.
			High School	- Teachers' workday a.m./students p.m.
September	5	----	Labor Day Recess	
October	7	----	Districtwide Inservice	
October	28	----	Students a.m./Teachers workday p.m.	(p.m. Kdg. in session)
November	8 & 10	---	High School	- Students all day/parent conferences evening 5:30-8:30
November	8 & 10	---	Elementary	- Students a.m./parent conferences p.m. and evening 5:30-8:30 (p.m. Kdg. in session)
November	7	----	Middle School	- Students all day/Parent Conferences evening 5:30-8:30
November	9	---	Middle School	- Students a.m./parent conferences p.m. and evening 5:30-8:30
November	23	----	Thanksgiving Recess	Close of Day
November	28	----	School reconvenes	
December	22	----	Winter Vacation	Close of Day
January	3	----	School reconvenes	
January	12	----	Elementary	- Students all day
			Middle School	- Students all day
			High School	- Finals a.m./teachers' workday p.m.
January	13	----	Elementary	- Students a.m./teachers' workday p.m.
			Middle School	- Students a.m./teachers' workday p.m.
			High School	- Finals a.m./teachers' workday p.m.
January	16	----	Second Semester	begins
February	10	----	Winter Break	Close of Day
February	20	----	School Reconvenes	
March	14	----	Middle School	- Students all day/Parent conferences evening 5:30-8:30
March	16	----	High School	- Students all day/Parent conferences - evening 5:30-8:30
March	24	----	Students a.m./teacher workday p.m.	(p.m. Kdg. in session)
March	29	----	Elementary	- Students all day/Parent conferences evening 5:30-8:30
March	30	----	Elementary	- Students a.m./parent conferences p.m.
March	31	----	Elementary	- Students a.m./p.m. conferences or compensatory time for those teachers who held conferences on another evening voted on by a majority of the staff. (p.m. Kdg. in session)
April	13	----	Spring Vacation	Close of Day
April	24	----	School reconvenes	
May	29	----	Memorial Day Recess	
June	7	----	Elementary	- Students all day
			Middle School	- Students all day
			High School	- Finals a.m./teachers' workday p.m.
June	8	----	Elementary	- Students a.m./teachers' workday p.m.
			Middle School	- Students a.m./teachers' workday p.m.
			High School	- Finals a.m./teachers' workday p.m.
June	9	----	Records Day	- No students

APPENDIX A-8 1994-95 YEAR-ROUND CALENDAR

August 29	--	No students - Teacher Workday
August 30	--	Elementary - Teachers' Workday a.m./Students p.m.
September 5	--	Labor Day Recess
October 7	--	Districtwide Inservice
October 28	--	Students a.m./Teacher Workday p.m.
November 4	--	End of 1st quarter - vacation close of day
November 21	--	Classes Reconvene
November 21&22	--	Parent-teacher conference - Students a.m./Parent Conferences p.m. and evening 6:00-9:00
November 23	--	Thanksgiving Recess - Close of Day
November 28	--	School reconvenes
December 23	--	Winter Vacation - Close of Day
January 9	--	School reconvenes
February 3	--	Students a.m./Teacher Workday p.m.
February 10	--	End of 2nd quarter - vacation close of day
February 27	--	School Reconvenes
April 13	--	Spring Vacation - Close of day
April 24	--	School Reconvenes
April 28	--	Students a.m./Teacher Workday p.m.
May 3	--	Students all day/Parent conferences evening 5:30-8:30
May 4	--	Students a.m./Parent conferences p.m.
May 5	--	Students a.m./p.m. conferences or compensatory time for those teachers who held conferences on another evening voted on by a majority of the staff.
May 5	--	End of 3rd quarter - vacation close of day
May 22	--	School Reconvenes
May 29	--	Memorial Day Recess
July 3 & 4	--	Independence Day Recess
July 20	--	Students a.m./Teacher Workday p.m.
July 21	--	Records Day - No students

APPENDIX A-9 SMI/SXI CALENDAR 1994-95 SCHOOL YEAR

July 1 -- Official school year begins - records day - 1/2 day - students a.m. - summer session begins. School not in session July 4 - July 15.

July 18 -- School reconvenes - 1/2 day -students in a.m. - teacher workday in p.m.

August 31 -- 1/2 day - students in a.m. - teacher workday in p.m.

September 2 -- Labor Day Recess - 1/2 day - students in a.m. - teacher comp. day in p.m.

September 14 -- 1/2 day - students in a.m. - inservice in p.m.

October 7 -- Districtwide Inservice - 1/2 half day for students

October 12 -- 1/2 day - students in a.m. - teacher workday in p.m., open house in the evening

November 8 -- Parent/Teacher Conferences 5:30 p.m. - 8:30 p.m.

November 10 -- Parent/Teacher Conferences 5:30 p.m. - 8:30 p.m.

November 11 -- 1/2 day - students in a.m. - teacher workday in p.m.

November 23 -- 1/2 day - students in a.m. - teacher comp. day in p.m.
Thanksgiving Recess

November 28 -- School Reconvenes

December 7 -- 1/2 day - students in a.m. - countywide inservice in p.m.

December 22 -- Holiday Recess at close of day

January 3 -- School reconvenes

February 13 -- Winter Break at close of day

February 20 -- School reconvenes

March 17 -- 1/2 day - students in a.m. - teacher workday in p.m.

March 31 -- 1/2 day - students in a.m. - inservice in p.m.

April 13 -- Spring Vacation at close of day

April 24 -- School Reconvenes

May 17 -- 1/2 day - students in a.m. - inservice in p.m.

May 29 -- Memorial Day Recess

June 23 -- 1/2 day - students in a.m. - inservice in p.m.

June 30 -- 1/2 day - students in a.m. - records day in p.m.
Summer Recess p.m.

APPENDIX A-10 1995-96 DISTRICT SCHOOL CALENDAR

August	28	----	No students	- Teachers' Workday
August	29	----	Elementary	- Teachers' Workday A.M./students P.M.
			Middle School	- Teachers' Workday A.M./6th grade Orientation and all students P.M.
			High School	- Teachers' Workday A.M./students P.M.
September	4	----	Labor Day Recess	
October	13	----	Districtwide Inservice	
October	27	----	Students A.M./Teachers	Workday P.M. (P.M. Kdg. in session)
November	6 & 14	----	Elementary	- Students A.M./parent conferences P.M. and evening 5:30-8:30 (P.M. Kdg. in session)
November	8 & 16	----	High School	- Students all day/parent conferences evening 5:30-8:30
November	9	----	Middle School	- Students all day/Parent Conferences evening 5:30-8:30
November	15	----	Middle School	- Students A.M./parent conferences P.M. and evening 5:30-8:30
November	22	----	Thanksgiving Recess	Close of Day
November	27	----	School reconvenes	
December	21	----	Winter Vacation	Close of Day
January	2	----	School reconvenes	
January	10	----	High School	- Finals A.M./teachers available for extra help P.M.
			Elementary & Middle School	- Students all day
January	11	----	High School	- Finals A.M./teachers' workday P.M.
			Elementary & Middle School	- Students all day
January	12	----	High Schools	- Final A.M./Workday P.M.
			Elementary & Middle School	- Students A.M./Workday P.M.
January	15	----	Second Semester	begins
February	9	----	Winter Break	Close of Day
February	19	----	School Reconvenes	
March	4	----	Middle School	- Students all day/Parent conferences evening 5:30-8:30
March	12	----	High School	- Students all day/Parent conferences - evening 5:30-8:30
March	22	----	Students a.m./teacher	workday P.M. (P.M. Kdg. in session)
March	27	----	Elementary	- Students all day/Parent conferences evening 5:30-8:30
March	28	----	Elementary	- Students A.M./parent conferences P.M. (P.M. Kdg. in session)
March	29	----	Elementary	- Students A.M./P.M. conferences or compensatory time for those teachers who held conferences on another evening voted on by a majority of the staff. (P.M. Kdg. in session)
April	4	----	Spring Vacation	Close of Day
April	15	----	School reconvenes	
May	27	----	Memorial Day	Recess
June	4	----	High School finals	A.M./teachers Available for Extra help P.M.
June	5	----	Elementary	- Students all day
			Middle School	- Students all day
			High School	- Finals A.M./teachers' Workday P.M.
June	6	----	Elementary	- Students A.M./teachers' Workday P.M.
			Middle School	- Students A.M./teachers' Workday P.M.
			High School	- Finals A.M./teachers' workday P.M.
June	7	----	Records Day	- No students

APPENDIX A-11

1995-96 ELEMENTARY YEAR-ROUND DISTRICT SCHOOL CALENDAR

August	28	-----	No students - Teachers' Workday
August	29	-----	Teachers' Workday AM/Students PM
September	4	-----	Labor Day Recess
October	13	-----	Districtwide Inservice
October	27	-----	Students A.M./Teachers Workday P.M.
November	6 & 8	-----	Students AM/Parent conferences PM and evening 5:30 - 8:30
November	13-24	-----	INTERCESSION
November	27	-----	School reconvenes
December	21	-----	Winter Vacation Close of Day
January	8	-----	School reconvenes
February	2	-----	Students AM/Workday PM
February	5	-----	Second Semester Begins
February	12-23	-----	INTERCESSION
February	26	-----	School Reconvenes
April	3	-----	Spring Vacation Close of Day
April	15	-----	School reconvenes
April	26	-----	Students AM/Teachers' Workday PM
May	7	-----	Students all day/Parent Conferences evening 5:30-8:30
May	9	-----	Students AM/Parent Conferences PM
May	10	-----	Students AM/PM Conferences or compensatory time for those teachers who held conferences on another evening voted on by a majority of the staff.
May	20-31	-----	INTERCESSION
July	4 & 5	-----	Fourth of July Vacation
July	17	-----	Students AM/Teachers' Workday PM
July	18	-----	Records Day - No Students

APPENDIX A-12 1995-96 SMI/SXI CALENDAR

July 3	---- Official School Year Begins
July 3-14	---- Summer Vacation
July 17	---- School Reconvenes Students 1/2 Day A.M.; Teacher Work Day P.M.
August 18	---- Students 1/2 Day A.M.; Teacher Moving/Inservice Day P.M.
August 21	---- Students 1/2 Day A.M.; Teacher Moving/Inservice Day P.M.
September 1	---- Students 1/2 Day A.M.; Teacher Comp Day P.M.
September 4	---- Labor Day Recess
September 19	---- Open House 7:00 - 9:00 P.M.
October 13	---- Students 1/2 Day A.M.; Teacher Inservice Day P.M., Districtwide
October 27	---- Students 1/2 Day A.M.; Teacher Work Day P.M.
November 6	---- Students 1/2 Day A.M.; Teacher Work Day P.M. Parent Conferences 5:30 - 8:30 P.M.
November 14	---- Parent Conferences 5:30 - 8:30 P.M.
November 22	---- Students 1/2 Day A.M.; Teacher Comp Day P.M. Thanksgiving Recess Close of Day
November 27	---- School Reconvenes
December 15	---- Students 1/2 Day A.M.; Teacher Work Day P.M.
December 22	---- Winter Vacation Close of Day
January 2	---- School Reconvenes
January 12	---- Students 1/2 Day A.M.; Teacher Inservice Day P.M.
February 12	---- Winter Break Close of Day
February 19	---- School Reconvenes
March 22	---- Students 1/2 Day A.M.; Teacher Work Day P.M.
April 4	---- Spring Vacation Close of Day
April 15	---- School Reconvenes
May 17	---- Students 1/2 Day A.M.; Teacher Inservice Day P.M.
May 27	---- Memorial Day Recess
June 7	---- Students 1/2 Day A.M.; Teacher Inservice Day P.M.
June 28	---- Students 1/2 Day A.M.; Teacher Records Day P.M. Summer Recess Close of Day

APPENDIX A-13 1996-97 DISTRICT SCHOOL CALENDAR

August	26	----	No students	- Teachers' Workday
August	27	----	Elementary	- Teachers' Workday A.M./students P.M.
			Middle School	- Teachers' Workday A.M./6th grade Orientation and all students P.M.
			High School	- Teachers' Workday A.M./students P.M.
September	2	----	Labor Day Recess	
October	11	----	Districtwide Inservice	
October	25	----	Students A.M./Teachers Workday P.M. (P.M. Kdg. in session)	
November	4 & 12	----	Elementary	- Students A.M./parent conferences P.M. and evening 5:30-8:30 (P.M. Kdg. in session)
November	6 & 14	----	High School	- Students all day/parent conferences evening 5:30-8:30
November	7	----	Middle School	- Students all day/Parent Conferences evening 5:30-8:30
November	13	----	Middle School	- Students A.M./parent conferences P.M. and evening 5:30-8:30
November	27	----	Thanksgiving Recess Close of Day	
December	2	----	School reconvenes	
December	20	----	Winter Vacation Close of Day	
January	2	----	School reconvenes	
January	15	----	High School	- Finals A.M./teachers available for extra help P.M.
			Elementary & Middle School	- Students all day
January	16	----	High School	- Finals A.M./teachers' workday P.M.
			Elementary & Middle School	- Students all day
January	17	----	High Schools	- Final A.M./Workday P.M.
			Elementary & Middle Schools	- Students A.M. / Workday P.M.
January	20	----	Second Semester begins	
February	14	----	Winter Break Close of Day	
February	24	----	School Reconvenes	
March	11	----	High School	- Students all day/Parent conferences - evening 5:30-8:30
March	12	----	Middle School	- Students all day/Parent conferences evening 5:30-8:30
March	27	----	Students a.m./teacher workday P.M. (P.M. Kdg. in session)	
March	27	----	Spring Vacation Close of Day	
April	7	----	School Reconvenes	
April	9	----	Elementary	- Students all day/Parent conferences evening 5:30-8:30
April	10	----	Elementary	- Students A.M./parent conferences P.M. (P.M. Kdg. in session)
April	11	----	Elementary	- Students A.M./P.M. conferences or compensatory time for those teachers who held conferences on another evening voted on by a majority of the staff. (P.M. Kdg. in session)
May	26	----	Memorial Day Recess	
June	3	----	High School	finals A.M./teachers Available for Extra help P.M.
June	4	----	Elementary	- Students all day
			Middle School	- Students all day
			High School	- Finals A.M./teachers' Workday P.M.
June	5	----	Elementary	- Students A.M./teachers' Workday P.M.
			Middle School	- Students A.M./teachers' Workday P.M.
			High School	- Finals A.M./teachers' workday P.M.
June	6	----	Records Day	- No students

APPENDIX A-14
1996-97 ELEMENTARY YEAR-ROUND DISTRICT SCHOOL CALENDAR

August	26	-----	No students - Teachers' Workday
August	27	-----	Teachers' Workday AM/Students PM
September	2	-----	Labor Day Recess
October	11	-----	Districtwide Inservice
October	25	-----	Students A.M./Teachers Workday P.M.
November	4 & 12	-----	Students AM/Parent conferences PM and evening 5:30 - 8:30
November	18-29	-----	INTERCESSION
December	2	-----	School reconvenes
December	19	-----	Winter Vacation Close of Day
January	6	-----	School reconvenes
January	31	-----	Students AM/Workday PM
February	3	-----	Second Semester Begins
February	10-21	-----	INTERCESSION
February	24	-----	School Reconvenes
March	27	-----	Spring Vacation Close of Day
April	7	-----	School reconvenes
April	25	-----	Students AM/Teachers' Workday PM
May	6	-----	Students all day/Parent Conferences evening 5:30-8:30
May	8	-----	Students AM/Parent Conferences PM
May	9	-----	Students AM/PM Conferences or compensatory time for those teachers who held conferences on another evening voted on by a majority of the staff.
May	16-30	-----	INTERCESSION
July	4 & 7	-----	Fourth of July Vacation
July	16	-----	Students AM/Teachers' Workday PM
July	17	-----	Records Day - No Students

APPENDIX A-15 SMI/SXI CALENDAR 1996-97 SCHOOL YEAR

July 1	----- Official School Year Begins
July 1-12	----- Summer Vacation
July 15	----- School Reconvenes Students 1/2 Day A.M.; Teacher Work Day P.M.
August 23	----- Students 1/2 Day A.M.; Teacher Work Day P.M.
August 30	----- Students 1/2 Day A.M.; Teacher Comp Day P.M.
September 2	----- Labor Day Recess
September 17	----- Students 1/2 Day A.M.; Teacher Work Day P.M. Open House 7:00 - 9:00 P.M.
October 11	----- Students 1/2 Day A.M.; Teacher Inservice Day P.M., Districtwide
October 25	----- Students 1/2 Day A.M.; Teacher Inservice Day P.M.
November 4	----- Students 1/2 Day A.M.; Teacher Work Day P.M. Parent Conferences 5:30 - 8:30 P.M.
November 12	----- Parent Conferences 5:30 - 8:30 P.M.
November 27	----- Students 1/2 Day A.M.; Teacher Comp Day P.M. Thanksgiving Recess Close of Day
December 2	----- School Reconvenes
December 13	----- Students 1/2 Day A.M.; Teacher Inservice Day P.M.
December 23	----- Winter Vacation Close of Day
January 2	----- School Reconvenes
January 17	----- Students 1/2 Day A.M.; Teacher Inservice Day P.M.
February 18	----- Winter Break Close of Day
February 24	----- School Reconvenes
March 27	----- Students 1/2 Day A.M.; Teacher Work Day P.M. Spring Vacation Close of Day
April 7	----- School Reconvenes
April 11	----- Students 1/2 Day A.M.; Teacher Work Day P.M.
May 9	----- Students 1/2 Day A.M.; Teacher Inservice Day P.M. (County-wide)
May 26	----- Memorial Day Recess
June 6	----- Students 1/2 Day A.M.; Teacher Inservice Day P.M.
June 27	----- Students 1/2 Day A.M.; Teacher Records Day P.M. Summer Recess Close of Day

APPENDIX A-16 1997-98 DISTRICT SCHOOL CALENDAR

August	25	----	No students - Teachers' Workday
August	26	----	Elementary - Teachers' Workday A.M./students P.M. Middle School - Teachers' Workday A.M./6th grade Orientation and all students P.M. High School- Teachers' Workday A.M./students P.M.
September	1	----	Labor Day Recess
October	17	----	Districtwide Inservice
October	24	----	Students A.M./Teachers Workday P.M. (P.M. Kdg. in session)
November	3 & 11	----	Elementary - Students A.M./parent conferences P.M. and evening 5:30-8:30 (P.M. Kdg. in session)
November	5 & 13	----	High School - Students all day/parent conferences evening 5:30-8:30
November	6	----	Middle School - Students all day/Parent Conferences evening 5:30-8:30
November	12	----	Middle School - Students A.M./parent conferences P.M. and evening 5:30-8:30
November	25	----	Thanksgiving Recess Close of Day
December	1	----	School reconvenes
December	19	----	Winter Vacation Close of Day
January	5	----	School reconvenes
January	14	----	High School - Finals A.M./teachers available for extra help P.M. Elementary & Middle School - Students all day
January	15	----	High School - Finals A.M./teachers' workday P.M. Elementary & Middle School - Students all day
January	16	----	High Schools - Final A.M./Workday P.M. Elementary & Middle School - Students A.M./Work day P.M.
January	19	----	Second Semester begins
February	13	----	Winter Break Close of Day
February	23	----	School Reconvenes
March		----	Middle School - Students all day/Parent conferences evening 5:30-8:30
March	10	----	High School - Students all day/Parent conferences - evening 5:30-8:30
March	27	----	Students a.m./teacher workday P.M. (P.M. Kdg. in session)
April	1	----	Elementary - Students all day/Parent conferences evening 5:30-8:30
April	2	----	Elementary - Students A.M./parent conferences P.M. (P.M. Kdg. in session)
April	3	----	Elementary - Students A.M./P.M. conferences or compensatory time for those teachers who held conferences on another evening voted on by a majority of the staff. (P.M. Kdg. in session)
April	9	----	Spring Vacation Close of Day
April	20	----	School Reconvenes
May	25	----	Memorial Day Recess
June	8	----	High School finals A.M./teachers Available for Extra help P.M.
June	9	----	Elementary - Students all day Middle School - Students all day High School - Finals A.M./teachers' Workday P.M.
June	10	----	Elementary - Students A.M./teachers' Workday P.M. Middle School - Students A.M./teachers' Workday P.M. High School - Finals A.M./teachers' workday P.M.
June	11	----	Records Day - No students

APPENDIX A-17
1997-98 ELEMENTARY YEAR-ROUND SCHOOL CALENDAR

August	25	-----	No students - Teachers' Workday
August	26	-----	Teachers' Workday AM/Students PM
September	1	-----	Labor Day Recess
October	17	-----	Districtwide Inservice
October	24	-----	Students A.M./Teachers' Workday P.M.
November	3 & 11	-----	Students AM/Parent conferences PM and evening 5:30 - 8:30
November	17-28	-----	INTERCESSION
December	1	-----	School reconvenes
December	18	-----	Winter Vacation Close of Day
January	5	-----	School reconvenes
January	16	-----	Students A.M./Teachers' Workday P.M.
January	26	-----	Second Semester Begins
February	16-27	-----	INTERCESSION
March	2	-----	School Reconvenes
April	8	-----	Spring Vacation Close of Day
April	20	-----	School reconvenes
April	24	-----	Students AM/Teachers' Workday PM
May	12	-----	Students all day/Parent Conferences evening 5:30-8:30
May	14	-----	Students AM/Parent Conferences PM
May	15	-----	Students AM/PM Conferences or compensatory time for those teachers who held conferences on another evening voted on by a majority of the staff.
May	18-29	-----	INTERCESSION
July	3-6	-----	Fourth of July Vacation
July	15	-----	Students AM/Teachers' Workday PM
July	16	-----	Records Day - No Students

APPENDIX A-18 SMI/SXI CALENDAR 1997-98 SCHOOL YEAR

July 1 ---- Official School Year Begins

June 30-July 11---- Summer Vacation

July 14 ---- School Reconvenes
Students 1/2 Day A.M.; Teacher Work Day P.M.

August 22 ---- Students 1/2 Day A.M.; Teacher Inservice Day P.M.

September 1 ---- Labor Day Recess

September 16 ---- Students 1/2 Day A.M.; Teacher Work Day P.M.
Open House 7:00 - 9:00 P.M.

October 17 ---- Students 1/2 Day A.M.; Teacher Inservice Day P.M.,
Districtwide

November 3 ---- Students 1/2 Day A.M.; Teacher Work Day P.M.
Parent Conferences 5:30 - 8:30 P.M.

November 11 ---- Parent Conferences 5:30 - 8:30 P.M.

November 26 ---- Students 1/2 Day A.M.; Teacher Comp Day P.M.
Thanksgiving Recess Close of Day

December 1 ---- School Reconvenes

December 12 ---- Students 1/2 Day A.M.; Teacher In-Service Day P.M.

December 23 ---- Students 1/2 day A.M.; Teacher Comp Day P.M.
Winter Vacation Close of Day

January 5 ---- School Reconvenes

January 23 ---- Students 1/2 Day A.M.; Teacher Inservice Day P.M.

February 16 ---- Winter Break Close of Day

February 23 ---- School Reconvenes

March 27 ---- Students 1/2 Day A.M.; Teacher Work Day P.M.

April 9 Spring Vacation Close of Day

April 20 ---- School Reconvenes

May 8 ---- Students 1/2 Day A.M.; Teacher Inservice Day P.M.

May 15 ---- Students 1/2 Day A.M.; Teacher Work Day P.M.

May 25 ---- Memorial Day Recess

June 12 ---- Students 1/2 Day A.M.; Teacher Inservice Day P.M.

June 30 ---- Students 1/2 Day A.M.; Teacher Records Day P.M.
Summer Recess Close of Day

APPENDIX B - SALARY SCHEDULE 1992-93

<u>STEP</u>	<u>BA</u>	<u>MA</u>
0	27,970	31,203
1	28,793	32,204
2	29,803	33,432
3	31,644	35,701
4	33,489	37,962
5	35,331	40,231
6	37,179	42,498
7	39,021	44,754
8	40,862	47,022
9	42,707	49,288
10	49,908	58,114

Additional compensation will be paid for:

B.A. + 18:	B.A. + One-half (1.2) of the difference between the B.A. and M.A. levels at the experience step of the individual.	
B.A. + 24:	B.A. + 18 level, plus \$ 150.00	
B.A. + 30:	B.A. + 18 level, plus \$ 300.00	
M.A. + 10:	M.A. level,	plus \$ 250.00
M.A. + 20:	M.A. level,	plus \$ 500.00
M.A. + 30:	M.A. level,	plus \$ 750.00
Ed. Spec.:	M.A. level,	plus \$1000.00
Doctorate:	M.A. level,	plus \$1250.00

Qualifications for the above additional amounts will be in accordance with Article VII.A.7.

The Board of Education will contribute for each teacher the five percent (5%) employee contribution to the Michigan public School Employees' Retirement System.

APPENDIX B - SALARY SCHEDULE 1993-94

<u>STEP</u>	<u>BA</u>	<u>MA</u>
0	29,089	32,451
1	29,945	33,492
2	30,995	34,769
3	32,910	37,129
4	34,829	39,480
5	36,744	41,840
6	38,666	44,198
7	40,582	46,544
8	42,496	48,903
9	44,415	51,260
10	51,904	60,439

Additional compensation will be paid for:

B.A. + 18: B.A. + One-half (1.2) of the difference between the B.A. and M.A. levels at the experience step of the individual.

B.A. + 24: B.A. + 18 level, plus \$ 150.00

B.A. + 30: B.A. + 18 level, plus \$ 300.00

M.A. + 10: M.A. level, plus \$ 250.00

M.A. + 20: M.A. level, plus \$ 500.00

M.A. + 30: M.A. level, plus \$ 750.00

Ed. Spec.: M.A. level, plus \$1000.00

Doctorate: M.A. level, plus \$1250.00

Qualifications for the above additional amounts will be in accordance with Article VII.A.7.

The Board of Education will contribute for each teacher the five percent (5%) employee contribution to the Michigan public School Employees' Retirement System.

APPENDIX B - SALARY SCHEDULE 1994-95

<u>STEP</u>	<u>BA</u>	<u>MA</u>
0	30,253	33,749
1	31,143	34,832
2	32,235	36,160
3	34,226	38,614
4	36,222	41,059
5	38,214	43,514
6	40,213	45,966
7	42,205	48,406
8	44,196	50,859
9	46,192	53,310
10	53,980	62,857

Additional compensation will be paid for:

B.A. + 18: B.A. + One-half (1.2) of the difference between the B.A. and M.A. levels at the experience step of the individual.

B.A. + 24: B.A. + 18 level, plus \$ 150.00

B.A. + 30: B.A. + 18 level, plus \$ 300.00

M.A. + 10: M.A. level, plus \$ 250.00

M.A. + 20: M.A. level, plus \$ 500.00

M.A. + 30: M.A. level, plus \$ 750.00

Ed. Spec.: M.A. level, plus \$1000.00

Doctorate: M.A. level, plus \$1250.00

Qualifications for the above additional amounts will be in accordance with Article VII.A.7.

The Board of Education will contribute for each teacher the five percent (5%) employee contribution to the Michigan public School Employees' Retirement System.

APPENDIX B - SALARY SCHEDULE 1995-96

<u>STEP</u>	<u>BA</u>	<u>MA</u>
0	30,858	34,424
1	31,766	35,529
2	32,880	36,883
3	34,911	39,386
4	36,946	41,880
5	38,978	44,384
6	41,017	46,885
7	43,049	49,374
8	45,080	51,876
9	47,116	54,376
10	55,060	64,114

Additional compensation will be paid for:

B.A. + 18	B.A. + One-half (1/2) of the difference between the B.A. and M.A. levels at the experience step of the individual.
B.A. + 24	B.A. + 18 level, plus \$150.00
B.A. + 30:	B.A. + 18 level, plus \$300.00
M.A. + 10:	M.A. level, plus \$250.00
M.A. + 20:	M.A. level, plus \$500.00
M.A. + 30:	M.A. level, plus \$750.00

National Board for Professional Standards Teaching Certification:
Current Level plus \$1250

Ed. Spec.:	M.A. level, plus \$1,500.00
Doctorate:	M.A. level, plus \$2,000.00

Qualifications for the above additional amounts will be in accordance with Article VII.A.7.

The Board of Education will contribute for each teacher the five percent (5%) employee contribution to the Michigan Public School Employees' Retirement System.

APPENDIX B - SALARY SCHEDULE 1996-97

<u>STEP</u>	<u>BA</u>	<u>MA</u>
0	31,475	35,112
1	32,401	36,240
2	33,538	37,621
3	35,609	40,174
4	37,685	42,718
5	39,758	45,272
6	41,837	47,823
7	43,910	50,361
8	45,982	52,914
9	48,058	55,464
10	56,161	65,396

Additional compensation will be paid for:

B.A. + 18 B.A. + One-half (1/2) of the difference between the B.A. and
M.A. levels at the experience step of the individual.

B.A. + 24 B.A. + 18 level, plus \$150.00

B.A. + 30: B.A. + 18 level, plus \$300.00

M.A. + 10: M.A. level, plus \$250.00

M.A. + 20: M.A. level, plus \$500.00

M.A. + 30: M.A. level, plus \$750.00

National Board for Professional Teaching Standards Certification:
Current level plus \$1250.00

Ed. Spec.: M.A. level, plus \$1,500.00

Doctorate: M.A. level, plus \$2,000.00

Qualifications for the above additional amounts will be in accordance with
Article VII.A.7.

The Board of Education will contribute for each teacher the five percent (5%)
employee contribution to the Michigan Public School Employees' Retirement
System.

APPENDIX B - SALARY SCHEDULE 1997-98

<u>STEP</u>	<u>BA</u>	<u>MA</u>
0	32,105	35,814
1	33,049	36,965
2	34,209	38,373
3	36,321	40,977
4	38,439	43,572
5	40,553	46,177
6	42,674	48,779
7	44,788	51,368
8	46,902	53,972
9	49,019	56,573
10	57,284	66,704

Additional compensation will be paid for:

B.A. + 18	B.A. + One-half (1/2) of the difference between the B.A. and M.A. levels at the experience step of the individual.
B.A. + 24	B.A. + 18 level, plus \$150.00
B.A. + 30:	B.A. + 18 level, plus \$300.00
M.A. + 10:	M.A. level, plus \$250.00
M.A. + 20:	M.A. level, plus \$500.00
M.A. + 30:	M.A. level, plus \$750.00

National Board for Professional Teaching Standards Certification:
Current level plus \$1250.00

Ed. Spec.:	M.A. level, plus \$1,500.00
Doctorate:	M.A. level, plus \$2,000.00

Qualifications for the above additional amounts will be in accordance with Article VII.A.7.

The Board of Education will contribute for each teacher the five percent (5%) employee contribution to the Michigan Public School Employees' Retirement System.

APPENDIX B-1 - SPECIAL ASSIGNMENTS

A. Nonseasonal Activities

1. The percentage salary paid for nonseasonal special assignments has been determined through an 8 point matrix system. Factors used to establish percentages and point values for each nonseasonal special assignment are:

- a. Student contact hours required beyond the teaching contract.
- b. Average number of students per coach or advisor.
- c. Preparation time.
- d. Equipment and materials management.
- e. Adults supervised on a regular basis.
- f. Instructional and organizational skills necessary for the activity.
- g. Obligated travel supervision.
- h. Safety, prevention and care of injuries.

2. The percentages and point values are as follows:

SENIOR HIGH SCHOOL

	<u>Point</u>			<u>Point</u>	
	<u>Value</u>	<u>%</u>		<u>Value</u>	<u>%</u>
Cheerleading	20	6.66	National Honor Society	4	1.33
Cheerleading Asst. (If more than 2 squads)	16	5.33	Pom Pon	7	2.33
Debate	14	4.66	Publications Advisor	3	1.00
Dramatics (per play)	21	7.00	Quiz Bowl	15	5.00
Forensics	16	5.33	School Paper	8	2.66
Instrumental Music	32	10.66	School Yearbook	10	3.33
Intramurals	8	2.66	Science Olympics	3	1.00
Marching Band Asst. (if more than 75 band members)	16	5.33	Senior Class Advisor	6	2.00
Musical (if performed) Director & Assist.	45	15.00	Student Council (in the event a class period is not provided for the activity)	20	6.66
			Underclass Advisor	2	0.66
			Vocal Music	24	8.00

MIDDLE SCHOOL

	<u>Point</u>			<u>Point</u>	
	<u>Value</u>	<u>%</u>		<u>Value</u>	<u>%</u>
Forensics	14	4.66	Student Council	5	1.66
Instrumental Music	17	5.66	Vocal Music	19	6.33
School Yearbook	9	3.00			

ELEMENTARY

	<u>Point</u>			<u>Point</u>	
	<u>Value</u>	<u>%</u>		<u>Value</u>	<u>%</u>
Instrumental Music	12	4.00	Safety Patrol	6	2.00
Service Squad	6	2.00			

APPENDIX B-1 - SPECIAL ASSIGNMENTS (continued)

B. Seasonal Activities

1. The percentage salary paid for seasonal special assignments has been determined through a 4 point matrix system. Factors used to establish percentages and point values for each seasonal special assignment are:

- a. Number of weeks in the season.
- b. Number of contests.
- c. Average number of students participating.
- d. Hours of coaching per week.

2. The percentages and point values are as follows:

	<u>SENIOR HIGH</u>		(Effective Spring 96)	
	<u>Point Value</u>	<u>%</u>	<u>Point Value</u>	<u>%</u>
Baseball - Varsity	55	8.9	54	8.7
Baseball - J.V.	46	7.1		
Basketball - Varsity Girls	57	9.3		
Basketball - Varsity Boys	62	10.3		
Basketball - J.V. Girls	52	8.3		
Basketball - J.V. Boys	56	9.1		
Basketball - 9th grade Girls	42	6.3		
Basketball - 9th grade Boys	45	6.9		
Cross County - Boys	45	6.9		
Cross County - Girls	45	6.9		
Football - Varsity	57	9.3		
Football - J.V.	43	6.5		
Football - 9th Grade	39	5.7		
Golf	43	6.5		
Gymnastics	53	8.5		
Soccer - Girls Varsity	53	8.5	53	8.5
Soccer - Girls J.V.	44	6.7	42	6.3
Soccer - Boys Varsity	56	9.1	54	8.7
Soccer - J.V. Boys	44	6.7	41	6.1
Softball - Varsity	55	8.9	54	8.7
Softball - J.V.	46	7.1		
Swimming - Girls	52	8.3	51	8.1
Swimming - Boys	52	8.3		
Tennis - Girls	43	6.5		
Tennis - Boys	47	7.3		
Track - Girls	57	9.3		
Track - Boys	57	9.3		
Volleyball - Varsity	53	8.5		
Volleyball - J.V.	51	8.2		
Volleyball - 9th Grade	42	6.3		
Wrestling	58	9.5		

APPENDIX B - 1 SPECIAL ASSIGNMENTS (continued)

B. 2.

MIDDLE SCHOOL

	<u>Point Value</u>	<u>%</u>
Basketball - Boys	27	3.3
Basketball - Intramural	20	1.9
Cross Country	29	3.7
Football	33	4.5
Soccer - Intramural	22	2.3
Track - Girls	30	3.9
Track - Boys	30	3.9
Volleyball	28	3.5
Wrestling	30	3.9

SOUTH OAKLAND SKILLS CENTER

	<u>Point Value</u>	<u>%</u>
Special Olympics Head Coach per season	48	7.5
Assistant Coach (1) will be paid at 50% of the above percentage		

- C. Assistant coaches without primary responsibility for an activity will receive 80% of the above percentages. There will be assistant coaches for high school football, track, wrestling, and swimming. There will be assistant coaches for middle school football and track. Assistant coaches will be assigned to middle school wrestling provided the participants are equal to the number of participants used to compute the point value for the head coach.
- D. In the event a teacher involved in B-1 activities elects not to complete the season or year, or the activity is terminated due to a lack of participants, he/she shall receive a pro rata portion of his/her B-1 salary. When a team becomes involved in M.H.S.A.A. sanctioned playoffs that exceed scheduled seasonal weeks in the matrix system, the preassigned coaching staff will receive an additional pro-rata weekly payment.
- E. The additional salary paid for special assignments will be determined by applying the percentage factor to the Bachelor's Degree Salary Schedule, in terms of previously approved experience in the assigned activity.
- F. Vacancies in B-1 Positions
1. a. Persons occupying B-1 Schedule positions will be employed on an annual basis by the District. Unless the District notified the person occupying a B-1 Schedule position within sixty (60) days following the conclusion of an activity that their services will be discontinued for the activity, they will continue in the activity. Likewise, a person will have the responsibility to notify the District sixty (60) days following the conclusion of the activity if they will not be continuing in the activity.
 - b. In the event a person does not notify the District within sixty (60) days following the conclusion of the activity that they will not be continuing in the activity, the position need not be posted and the District will fill the position as soon as possible.

APPENDIX B-1 - SPECIAL ASSIGNMENTS (continued)

- F. 1. c. Unit members who are unable to participate in their B-1 activity for an entire season due to illness, will be returned to their position the following season in the event they wish to do so.
- d. Any person hired to replace a bargaining unit member who will be absent for the season due to illness will be doing so on an interim basis for one season only.
- 2. a. Seasonal vacancies created by proper resignation, dismissal, nonrenewal or newly created positions will be posted by building and activity.
- b. Posting of the vacancies for seasonal activities will require written application to the Director of Physical Education and Athletics, and the Director will respond with written acknowledgment of the application.
- 3. a. Vacancies in nonseasonal activities created by proper resignation, nonrenewal, or newly created positions will be posted within the building according to activity. In the event the vacancy cannot be filled within the building, the vacancy will be posted by the Personnel Office, districtwide, by building and activity.
- b. Posting of the vacancies for nonseasonal activities will require written application to the appropriate person (building principal if posted with the building or Director of Personnel if posted districtwide), and the appropriate person (as described above) will respond with written acknowledgment of the application.
- 4. The assignment of posted positions listed in this schedule will be offered to the bargaining unit members. Such posted vacancies may be filled by persons outside of the bargaining unit if no member of the bargaining unit applies.
- 5. a. In the event a teacher is notified that they have been dismissed or released from a B-1 position according to Appendix B-1, F.1.a., the teacher will be notified of nonrenewal in writing and written rationale according to Article XIII.G. will accompany said notice. The teacher and Association will be entitled to a hearing with the Director of Employee Relations within ten (10) school days of release from a B-1 schedule position.
- b. In the event the Association or person is not satisfied with the Director of Employee Relations' decision on dismissal or nonrenewal in a B-1 position, they can appeal the decision within ten (10) school days of the decision to the Superintendent. The Superintendent will hold a hearing and issue a final decision on the matter no later than fifteen (15) school days following the appeal.

APPENDIX B-1 - SPECIAL ASSIGNMENTS (continued)

- F. 5. c. The Association will be notified immediately in the event of dismissal or nonrenewal in a position according to Appendix B-1, F.1.a. A teacher will have the right of Association representation at any hearing or appeal and will be advised of this right.
- d. Any documented evidence used during a hearing under the above paragraphs regarding a person's performance will have to have been shared with the person involved within one week of the date that the document was received by a Principal, Supervisor, or the Director of Physical Education and Athletics.

G. Other Extra Duties

	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
1. Extra duty rate (per hour computed to the quarter hour, or portion thereof)	\$16.70	\$17.37	\$18.07	\$18.42	\$18.79	\$19.17
Sec. Ticket Taker or Event Official (Double events will be paid at 1.5 times the single event rate).	21.27	22.12	23.00	23.46	23.93	24.41
Saturday Testing Program	16.88	17.56	18.26	18.63	19.00	19.38
Outdoor Education	81.27	84.52	87.90	89.66	91.45	93.28

2. The above rates will increase each year by the same percentage that is applied to the salary schedule.

H. Other Special Assignments

1. Additional salary for added responsibilities and/or work performed beyond the school day will be paid for the following special assignments:
- a. Special Education Assignments
 - b. Reading Specialists
 - c. Art Consultants
 - d. Music Consultants

A maximum of ten (10) years experience credit outside Farmington Public Schools may be allowed, upon recommendation of the Superintendent. Payment will be determined by the schedule below, and placement on the schedule will be on the basis of previous experience in the assigned activity:

APPENDIX B-1 - SPECIAL ASSIGNMENTS (continued)

H. 1. (continued)

<u>Experience</u>	<u>Amount</u>
0	\$470.
1	510.
2	550.
3	590.
4	630.
5	670.
6	710.
7	750.
8	790.
9	830.
10	900.

This additional salary (listed above) shall not be applied to these positions for new personnel placed in, or hired, on or after September 1, 1979 with the exception of the following positions:

- a. School Social Workers
 - b. School Psychologists
 - c. School Nurses
 - d. Occupational Therapists
 - e. Physical Therapists
2. Vocationally certified teachers and coordinators teaching students enrolled in an approved Vocational Education Program, will receive one (1) of the following:
- a. \$100 minimum stipend per year.
 - b. Teachers of a wage earning preparatory class, will receive two dollars (\$2.00) per vocationally reimbursed student, to a maximum of twenty-two (22) per class, not to exceed six (6) classes per semester.
 - c. Home Economics Teachers will receive one dollar and twenty cents (\$1.20) per vocationally reimbursed student, to a maximum of twenty-two (22) per class, not to exceed six (6) classes per semester.

The stipend will be paid at the beginning of the second semester, based on the enrollment on the fourth (4th) Friday of September.

The stipend will be paid at the end of the school year, based on the enrollment on the fourth (4th) Friday of February.

APPENDIX B-1 - SPECIAL ASSIGNMENTS (continued)

- H. 3. a. Acting principals appointed by the District at elementary buildings, Visions Unlimited, Alternative Education, and Cloverdale Developmental Training Center will be compensated at 5% of the B.A. minimum salary annually. For programs that exceed the traditional school calendar, the acting principal will be paid on a pro rata basis for the additional days.
- b. 1) In the event an administrator in the buildings identified above is absent more than ten (10) consecutive days, the Board appointed replacement, if from the bargaining unit, will be paid the difference of his/her daily rate and the beginning daily rate of an elementary principal.
- 2) The Board will release the bargaining unit member from his/her duties and provide a substitute.

APPENDIX C - RESPONSIBILITIES OF BUILDING DEPARTMENT CHAIRPERSONS

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/her department.
10. Call and chair meetings of his/her department.
11. Assist the administration in the development of inservice programs for teachers in his/her department.
12. Assist with the development of procedures for conference attendance within his/her department, consistent with the Master Agreement and School Board policies.

APPENDIX D

FARMINGTON PUBLIC SCHOOLS

Application for Driver Education Program

Name _____ Date _____
Address _____ Dr. Lic. No. _____
City _____ Soc. Sec. No. _____
Telephone _____ School Assign. _____

Assignments to teaching positions shall be filled according to Article XVII.

1. SESSION I - June _____ to July _____ 199_.

- a. Select a job assignment according to your first, second, or third choice. Your first choice will be honored unless persons of higher seniority have filled all available vacancies, in which case your second choice will be honored, etc.

Classroom/Range _____

Behind the Wheel _____

Simulator _____

- b. Teaching time preferred: (Circle your choice)

A.M.: 6:30 - 12:30

P.M.: 12:30 - 6:30

No preference

2. SESSION II - July _____ to August _____ 199_.

- a. Select a job assignment according to your first, second, or third choice. Your first choice will be honored unless persons of higher seniority have filled all available vacancies, in which case your second choice will be honored, etc.

Classroom/Range _____

Behind the Wheel _____

Simulator _____

- b. Teaching time preferred: (Circle your choice)

A.M.: 6:30 - 12:30

P.M.: 12:30 - 6:30

No preference

APPENDIX E

MEMORANDUM OF UNDERSTANDING
between
FEA, ESP, CMC, FTA
and
FARMINGTON PUBLIC SCHOOLS

In the event the Board of Education adopts a policy which prohibits smoking throughout the school district; its facilities, grounds and vehicles, the following conditions will apply:

1. Implementation of the policy will not occur any earlier than six months after the Board passes the policy or July 1, 1993 whichever is later.
2. Recognizing the addictive properties of tobacco, the Board will make available to employees programs developed to promote the cessation of smoking.
3. This policy is issued in a sincere effort to help create a healthy environment. In the event violations of the Board policy occur, progressive disciplinary measures will be used by the Board in order to help the employee correct the behavior.

Za Ally
For the FEA, ESP, CMC, FTA

dated: 8/20/92

Susan H Zurovec
For the Farmington Public Schools

dated: 8/20/92

APPENDIX F

MEMORANDUM OF UNDERSTANDING
between the
FARMINGTON EDUCATION ASSOCIATION
and the
FARMINGTON PUBLIC SCHOOLS

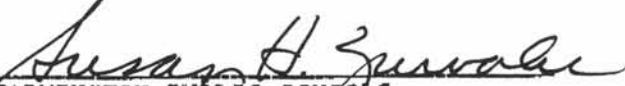
The above referenced parties agree to the following terms and conditions pertaining to Year Round School Program at Gill Elementary School:

1. Special Services and Special Education Teachers assigned to Gill Elementary School for the traditional school year will be first offered the opportunity to work in those positions which have been established for the year-round summer schedule, beginning after the end of the traditional school year. If the Gill teachers decline the opportunity, the positions will be posted district-wide to other teachers within the same special services area. (i.e. Physical education, art, music, media, resource room, learning center, etc.) The most senior applicant from each subject area will be selected. If there are no such applicants from within the bargaining unit, the District may select from outside the bargaining unit.
2. Special services personnel who report on a daily basis (five days per week) during the year round summer schedule will be allowed to use one (1) sick leave day which will not be deducted from this teacher's accumulated sick leave bank. However, if this sick day is not utilized, it will be added to this teacher's sick leave bank for future use.

Special services personnel who report less than five (5) days per week will be allowed to use one (1) sick leave day to be deducted from the teacher's accumulated sick leave bank if used. This sick leave day cannot be accumulated nor added to the teacher's sick leave bank.
3. The advisors for the safety patrol and service squad will be paid on a pro-rata basis for the year round program summer schedule.
4. Annually, the district will meet with the Associations prior to establishing Special Services and Special Education personnel assignments for the year-round program.
5. The following provisions of the Master Agreement shall not apply to the special services and special education teachers who work the summer portion of the year-round program: Article I. B., D., E., F., G., H., I., J.; V, A. 1., 2., 3.; VII, A. 4., 7., 9., 10., 11., 12., 13., 14., D., E.; VIII; IX; X, B. 2., 3., 4., 5., E.; XI; XIII, A., B., C., D.; XV; XVI; XVII; XIX; XXI; XXII.

This memorandum is non-precedent setting on the part of either party and will continue in effect unless either party notifies the other by March 1 of any school year of its intent to discontinue the memorandum.


FARMINGTON EDUCATION ASSOCIATION
Dated: 6/13/95


FARMINGTON PUBLIC SCHOOLS
Dated: 6/28/95

APPENDIX G
MEMORANDUM OF UNDERSTANDING
between
FARMINGTON EDUCATION ASSOCIATION
and
FARMINGTON PUBLIC SCHOOLS

The parties agree to the following provisions regarding the Year Round School Program at Gill:

1. Assignments for the 1992-93 school year will be made as follows:
 - a. The positions will initially be posted at Gill Elementary for the teachers considered as part of the Gill staff for the 1992-93 school year. Each position in the Year Round School Program will be filled by the most senior applicant.
 - b. If there are not enough applicants from Gill, the jobs will be posted to the rest of the FEA members in the District and each position filled by the most senior applicant.
2. Teachers in the Year Round School Program may elect to return to a traditional school year program for the following school year if they notify the Director of Personnel by March 1st. If a teacher elects to return to the traditional school year program they will be treated as a teacher returning from a leave of absence and will be placed in a vacancy for which they are certified and qualified according to Article XII. D. 1.
3. If a vacancy occurs within the Year Round School Program, it will be posted as soon as possible to the FEA membership and filled according to Article XI. B. 1. c. and d. The vacancy may occur due to a teacher resigning, announcing that they wish to take a leave of absence for the current or following school year, announcing their intention to retire, etc.
4. If it is necessary to reduce the number of teachers in the Year Round School program, the teacher involuntarily transferred will be the teacher of least seniority in the Year Round School Program and will be governed by the provisions in Article XI. C.
5. If it is necessary to reduce the number of teachers in the traditional school year program at Gill, the teacher involuntarily transferred will be the teacher of least seniority in the traditional year school program at Gill and will be governed by the provisions of Article XI. C.

This memorandum is non-precedent setting on the part of either party and will continue in effect unless either party notifies the other by March 1 of any school year of its intent to discontinue the memorandum.



FARMINGTON EDUCATION ASSOCIATION, MEA-NEA

Dated: 3/6/92



FARMINGTON PUBLIC SCHOOLS

Dated: 3-6-92

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