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RESEARCH DEPT
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AGREEMENT
BETWEEN
FARWELL EDUCATION ASSOCIATION
AND
FARWELL BOARD OF EDUCATION

INTRODUCTION

This agreement entered into this th day of August 1990 by and between the Board of Education of the Farwell Area Schools of Farwell, Michigan, hereinafter called the Board, and the Farwell Education Association, hereinafter called the Association.

Witnesseth:

Whereas the Board and the Association mutually aim to provide a quality educational program for all the children of the Farwell Area Schools, and that the character of such education depends upon the quality and morale of the teaching staff, strong community support and understanding, adequate facilities, and sufficient supplies and equipment, and

Whereas the members of the teaching profession are particularly qualified and encouraged to advise the Board in formulating policies and programs designed to improve educational standards, and

Whereas the Association and the Board are required by law to negotiate 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 memorialize.

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

Farwell Area Schools

ARTICLE I
Recognition

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated employees whether under contract, on leave, employed or to be employed by the Board in the future in the following positions:

teachers
librarians
counselors

Excluded from the bargaining unit shall be: all administrative and supervisory personnel, superintendent, principals, assistant principals, substitute teachers, summer school teachers, adult education teachers, nurses/social workers, and all other employees who are not specifically identified as being within the bargaining unit. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association. The term "Board" when used hereinafter in the Agreement shall refer to the Board of Education and its supervisory and administrative agents.

- B. The Board agrees not to negotiate with any Teacher's organization other than the Association for the duration of this agreement, except when a new representative group shall be legally chosen by the teachers in the Farwell Area Schools.
- C. The Board agrees that bargaining unit work will not be assigned to employees who are not in the bargaining unit, if this would result in the layoff of a bargaining unit member.

ARTICLE II
Teacher's Rights

- A. The Association and its members may use school building facilities at all reasonable hours for meetings, in accordance with Board Policies on Building usage. Use of ditto, mimeograph and P.A. system will be limited to general announcements and professional education activities. Campaigning programming supplies and other internal organization needs will be met by the Association. All P.A. announcements will be cleared by the Principal.
- B. The Board and the Association agree that all rights and responsibilities concerning hours, wages and working conditions that are in the Board Policy Handbook will be followed except those which are inconsistent with those listed in this agreement. Teachers, however, shall not be responsible for any policies, rules or regulations which have not been distributed.
- C. Teachers are Guaranteed Academic Freedom.
- D. No tenured bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this agreement includes warnings, reprimands, suspensions with or without pay, reductions in rank, compensation, or discharge or other actions of a disciplinary nature. Any such discipline, including the evaluation procedure of the bargaining unit member shall be subject to the grievance procedure hereinafter set forth including arbitrations. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association, at the discretion of the bargaining unit member, no later than at the time the discipline is imposed. This section does not apply to the non-renewal of a probationary teacher or the placement of a probationary teacher upon a third year of probation.
- E. Upon request a bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may reasonably lead to disciplinary action by the board or its agent. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present.

ARTICLE III
RIGHTS OF THE BOARD

- A. The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, 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, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the assigned school related activities of its employees.
 2. To hire all employees and subject to the provisions of law, to assess their capabilities, the conditions for their continued employment, their dismissal or demotion, and to promote or transfer all such employees.
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic recreational and social events for students, all as deemed necessary or advisable by the board.
 4. To decide upon the means and methods of instruction, including telecommunication, the selection of textbooks and other teaching materials and the use of teaching aids. The Board, through the superintendent and the building principals, agrees to consult with teachers through the grade level and departmental organizations. In the event majority decision by teachers cannot be reached, the Board will make the final decision.
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers.
 6. To determine the qualifications of employees and require employees to undergo medical examination in the event there is reasonable cause to believe an employee is physically or medically unable to function effectively. The employee reserves the right to a second examination by the physician of his or her choosing. All reasonable costs to be assume by the Board.

Article III - Rights of the Board (continued)

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

- D. In the event of a claim of misinterpretation or misapplication of this agreement, the integrity of this Article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.

ARTICLE IV

Professional Dues or Fees and Payroll Deductions

- A.1. All teachers who are currently members of the Association or are currently paying a service fee, and all new bargaining unit members, 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 be in a legally permissible amount not to exceed the amount of Association dues collected from Association members and shall be determined in a legally permissible manner. The bargaining unit member may authorize payroll deduction for such fee. In the event that the teacher 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 teacher'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. Money so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
2. Pursuant to Chicago Teachers Union v Hudson, 106 S CT 1066 (1986), the union 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-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting teacher concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement.
- B. The Association agrees to defend, indemnify and hold harmless the Farwell Area Schools, its Board of Education, individual Board members, employees and agents from and against any and all claims, suits, demands, costs, expenses and liabilities related to or resulting from enforcement of this Article, subject however, to the following conditions.

Article IV - Professional Dues or Fees and Payroll Deduction
(Continued)

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board of its agents.
 2. The Association, after consideration with the Board, has the right to decide whether to appeal the decision of any court or other tribunal regarding the validity of this Article or any liability which may be assessed against the Board by any court of tribunal.
 3. The Association has the right to choose the legal counsel to defend any said suit or action.
 4. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- C. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher an appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.
- D. If at any time the Board overpays a teacher the teacher, the Association and the Board will meet to determine a repayment plan that is agreeable to all parties. At no time will a Board error cause a teacher other financial harm. If an agreement cannot be reached the minimum amount of repayment shall not exceed 5% of the overpayment per pay or 5% of the take home pay per pay, whichever is less. The payment plan will remain in effect until the overpayment is paid in full.

ARTICLE V
Negotiation Procedures

- A. At least 30 days prior to the expiration of this agreement, the Association and the Board will reopen professional negotiations for a new agreement covering wages, hours, terms and conditions of employment.
- B. When negotiations are conducted during regular school hours, release time shall be provided for the Association's negotiating team.

ARTICLE VI
Continuity of Operation

- A. The Association recognizes that strikes by teachers are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association and teachers shall refrain from engaging in any strike activity, including but not limited to, sympathy strikes, slow downs, stoppages, sitins, picketing, work stoppage of any kind or abstinence in whole or part from the full, faithful and proper performance of assigned duties.
- B. The Board shall have the unlimited right to discipline, including discharge, any teacher for taking part in any violation of this Article.

ARTICLE VII
Grievance Procedure

- A. Grievances will be presented by the grievant or Association representative selected by all teachers in that particular building. Grievances will be filed with the principal or appropriate Board representative. Only those claims by a teacher concerning a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as provided herein. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of probationary employees, non-renewal of probationary employees and the placement of probationary employees upon a third year of probation.
 2. Any matter involving employee evaluation.
 3. Any claim related to the failure to employ or re-employ a teacher to an extra-duty position.
- B. It is recommended that the Association Representative or grievant will file any grievances in writing with the Principal or other designated board representative within five (5) days after the occurrence. The grievance will be waived if it is not presented in writing within ten (10) days of the occurrence. Written grievances shall contain the following:
1. It shall be signed by the grievant or grievants.
 2. It shall be specific.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the section or subsections of this contract alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.
- C. Within five (5) days of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly submitted to the Superintendent, who shall have five (5) days thereafter to

Article VII - Grievance Procedure (continued)

approve or disapprove it. If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall be filed with the Secretary of the Board within five days of the superintendent's answer, with a statement of the reason why it is being disapproved.

- D. Within fifteen (15) days from the receipt of the grievance the Board or the Board designated grievance committee shall pass upon the grievance. The Board or the Board designated grievance committee may hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event except with the express written consent of the Association, shall final determination of the grievance committee be made by the Board or the Board designated grievance committee more than twenty-one (21) days after its first submission to the Board or its representative.
- E. If a grievance remains unsettled after processing as per item D above, it may be submitted to arbitration by either the Board or the Association under the following conditions:
1. The matter to be arbitrated must concern the application or interpretation of this agreement, either as to the meaning of its terms or as to the rights of either party under these terms or as to whether some action which has been taken is justified according to these terms.
 2. The party that chooses to submit any unsettled grievance to arbitration must notify the other party in writing within ten (10) days of the conclusion on item D of the grievance procedure except that either party may request in writing an extension of time to notify, but in no event shall such time limit be extended beyond fifteen (15) days after the conclusion of Section D of the grievance procedure. Such notification shall identify the grievance and the issue and shall state what part or parts, of the contract is or are involved. Any grievance not submitted to arbitration within the time herein provided shall be deemed withdrawn.
 3. Within five (5) days after receipt of such written notice, provided for in paragraph two (2) above, the Board and the Association shall attempt to select a single arbitrator acceptable to both parties.

Article VII - Grievance Procedure (continued)

4. If an agreement on the selection of an arbitrator cannot be reached within five (5) days after such notice, then the party initiating the arbitration must file a Demand for Arbitration with the American Arbitration Association (AAA) no later than twenty-five (25) days from the date of the answer to the grievance given at Section D of the grievance procedure.
5. The arbitrator may interpret this agreement and apply it to the particular case submitted to him, but he shall however, have no authority to add to, subtract from or in any way modify the terms of this agreement, nor shall he have any authority to limit or change any policies, practices or rules, except as they involve an application of this agreement, nor shall he have any authority to formulate or add any new policies or rules, nor substitute his discretion for the Board's discretion in cases where the Board is given discretion by this Agreement. The arbitrator shall have no power to rule on the termination of service, or the placing on third-year probation of a non-tenured teacher. In the event any disciplinary action taken by the Board is made the subject of an arbitration proceeding, the arbitrator's authority shall, in addition to the limitation set forth herein, be limited to the determination of the question of whether the teacher involved had been disciplined for proper cause. If the arbitrator finds that the penalty assessed by the Board is excessive for the offense or offenses committed he may modify that penalty. It is further understood that salary schedules incorporated in this agreement shall not be subject to arbitration and the arbitrator shall have no authority to rule on any pension plan or insurance program.
6. At the time of the arbitration hearing either party shall have the right to examine and cross-examine witnesses and to make a written record of the proceedings.
7. No claim against the Board including claims for back wages, by a teacher covered by this agreement, or by the Association, shall be valid for more than the start of the year in which the grievance was dated.

Article VII - Grievance Procedure (continued)

8. All costs incurred in connection with the preparation and presentation of each case shall be paid by the party incurring such costs. The expenses of each witness and the compensation of any witness for either party shall be paid by the party producing such witness.
 9. The arbitrator's fees and expenses shall be borne equally between the Association and the Board.
 10. No decision of an arbitrator or of the Board in one case shall create a basis for retroactive adjustment in any other case.
 11. A case on which an arbitrator has been given authority to rule shall not be withdrawn except by mutual consent of the parties to this agreement.
 12. The decision of the arbitrators shall be final and binding upon the Board, the Association and the teacher or teachers involved unless the arbitrator's decision is in conflict with the laws of the State of Michigan.
- F. If a grievance is not appealed within the time limits set forth in this Article, it shall be deemed to have been settled on the basis of the last answer.

ARTICLE VIII
Sick Leave

A. Sick Leave

1. It is agreed that the Board has the right to expect teachers to possess and maintain sufficient good health, physical and mental to adequately perform their respective duties. In cases where inadequate performance in the classroom, as determined by observation, is believed to be the result of poor physical or mental health, a physical or psychological examination may be requested by the Board without loss of pay to the teachers. The choice of the doctor must be by mutual consent and the expenses of the examination paid by the Board. Failure to comply with such request for examination may result in suspension. Teachers may be placed on sick leave for the duration of the illness or complication at the discretion of the Board based on the recommendation of the Medical authority. The Board will pay sick leave equal to the amount of sick leave time accumulated. The Board will consider the teacher as on leave beyond the number of days accumulated up to one year (365) days following the initial mental or physical examination.
2. Each teacher is granted 10 days of sick leave per year. Sick leave is to be used for personal illness or illness in the immediate family. A teacher may use up to ten (10) of these days per year for illness in the immediate family (as defined in Article X, Section A, Paragraph 5) Exception to this limitation, requested in writing by a bargaining unit member, may be approved by the Board or its designee, in the event of critical or prolonged illness in the teachers immediate family. The granting of an exception shall not constitute a precedence for purposes of future contract administration. Sick leave may accumulate to 120 days.
3. The Board of Education reserves the right to require a doctor's written statement as evidence of illness, after the a third day or third occurrence of the same problem.

Article VIII - Sick Leave (Continued)

4. The Board will allow all teachers new to the system an advance on sick leave of up to 10 days, and teachers with more than 1 year experience in Farwell will be allowed up to 15 days advance on sick leave to be repaid out of future sick leave. Teachers who terminate their employment before this is repaid, are liable to the Board of Education for repayment.
5. The Board shall furnish each teacher upon request with a written statement at the beginning of each school year as to their total sick leave credit.
6. Teachers who have accumulated 120 sick days will be paid \$10.00 annually in a lump sum in June for each unused sick day in excess of 120.

ARTICLE IX
Personal Days

- A. A teacher shall be granted three (3) days of personal business leave per year.

- B. Personal business days may be used for personal business which cannot be conducted other than during normal work hours. Prior approval of the superintendent is required and requests for approval shall be submitted in writing (clearly stating the purpose of the leave) not less than three (3) days prior to the date requested, except in cases of emergencies.
 - 1. All requests for personal leave shall be made on a form provided by the Board.

 - 2. Leave days shall not be used for extensions of vacations or holidays, or for participation in or support of any conduct prohibited by law, including withholding of services.

 - 4. No more than two (2) teachers per building or four (4) from the system may be granted this leave per day.

 - 5. Teachers shall not lose these days if school is closed due to an Act of God.

- C. One (1) of the above days shall be without restrictions except for item B 2.

ARTICLE X
Leaves of Absence

A. Teachers will be granted leave with pay:

1. Absence when a teacher is called for jury duty or subpoenaed into court if the subpoena to court is not the result of a secondary employment. Exception to the 'subpoena language' may be requested by a bargaining unit member. The Board may permit the 'exception'.
2. Released time necessary to take a selective service physical.
3. Attendance at conference relating to professional improvement at the discretion of the Superintendent.
4. The Board will provide the Association with up to seven (7) days.
5. Bereavement leave with pay will be granted to teachers in case of death in his/her immediate family for the work days falling within the period between the time of death and the day of the funeral not to exceed three (3) days. "Immediate family", for the purpose of this section is defined as wife, husband, child, spouse of child, brother of employee or spouse, sister of employee or spouse, parents of employee or spouse, except that a person residing in the same household may, also, be considered as the immediate family for the purpose of this section.

B. Teachers will be granted leave without pay:

1. A leave of absence without pay of up to one (1) year may be granted to a teacher for any reason. This leave may be extended.
2. Teachers on leave without pay for TWO (2) years or less are guaranteed return to the same or a similar position if the Board is notified in writing by April 15 of the year their leave is over. Teachers not notifying the Board by April 15 relinquish their right to return. Teachers returning from leave shall return to the salary step to which they were entitled prior to the leave. Any employee returning from leave may be requested by the Board to furnish evidence of a physical examination by a doctor of the Board's choice. The Board shall be obligated to pay the actual cost of the requested physical examination.

Article X - Leaves of Absence (Continued)

- C. Teachers who shall have been employed for SEVEN (7) years by the Farwell Area Schools shall be granted, upon request, a sabbatical leave for professional improvement for ONE (1) year. A teacher may be granted one sabbatical leave during each TEN (10) years of his/her employment in the District.
1. It is agreed that professional improvement for purposes of this Article is limited to attendance at a post-secondary educational institution. A request for sabbatical for other than 'post-secondary education' shall be screened by a committee consisting of a building principal, the Association president, and the Superintendent. This committee shall recommend to the Board.
 2. During the sabbatical leave the teacher shall be considered in the employ of the Farwell Area Schools and shall receive paid full fringe benefits as agreed to in Article XVIII of this Agreement. In addition Farwell Area Schools shall pay 100% of the Board contribution to Michigan School Employees Retirement System. The employer shall remit said amounts on a current basis and shall include the teacher on its reports as if the teacher were not on a sabbatical leave.
 3. The employer shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.
 4. Faculty personnel, upon return from a sabbatical leave, shall be restored to their former position, if available. If not, to a similar position for which they are qualified.
 5. Consistent with this agreement, both seniority and experience on the salary schedule shall accrue during the period of the sabbatical leave.
 6. In recognition of which, the teacher is obligated to continue his/her employment with the Farwell Area Schools for a period of THREE (3) years after return from sabbatical leave, unless causes beyond his/her control prevent such employment. A teacher not returning to service at Farwell Area Schools after their sabbatical shall refund in full all compensation received from Farwell Area Schools while on leave.

ARTICLE XI
Teacher Evaluation

- A. The primary purposes of evaluation will be:
- a. To ascertain teacher effectiveness.
 - b. To improve teacher performance and provide assistance to the individual teacher to correct or improve areas of concern which may be revealed by evaluation.
- B. The person primarily responsible for the evaluation will be the teacher's principal however, other administrative personnel may be called upon to assist in the evaluation process if requested to do so by either the teacher or the respective building principal.
- C. Evaluation of teacher performance shall not be deemed valid or placed in a teacher's personnel file unless:
1. The teacher is observed for the purpose of the initial evaluation between October 1st and April 10th. Additional observations for the purpose of evaluation may be made after April 30th if a need for further evaluation is stated in writing in the initial evaluation report.
 2. The teacher is observed in the classroom or other instructional situation, on at least one occasion prior to the formulation of any evaluation conclusion. Each observation of a teacher shall be for the major portion of a class period or the presentation of a lesson. Normally the observation would involve a minimum of 30 minutes.
 3. The teacher is interviewed at least once outside the classroom to discuss the initial impression as a result of the evaluation process.
 4. The evaluator shall prepare a formal written evaluation report which shall include the criteria used in evaluation, the findings of the evaluator based on observation, interview, and other facts relied upon for the final evaluation conclusion.
 5. A teacher shall be interviewed and a copy of the final written evaluation report shall be given to the teacher within three (3) school days of the interview. The teacher shall acknowledge in writing receipt of such evaluation report. The teacher shall have three (3) school days after receipt of the report to object thereto in writing. Unless a written objection is filed within three (3) school days after receipt of the

Article XI - Teacher Evaluation (continued)

report, this shall be conclusively deemed to mean that the teacher has no objection and agrees with the report. Any objection filed by a teacher shall be placed in the file and specify those portions of the written evaluation report under question, including objections to any criteria used. Objections to the criteria are not subject to the grievance procedure.

- D. Tenure teachers shall be formally evaluated at least once each three years.
- E. Probationary teachers will receive a written evaluation each semester from the principal. One copy of each evaluation will be presented to the probationary teacher, and one copy will be placed in the teachers personnel file. A probationary teacher shall receive a minimum of two (2) formal evaluations before dismissal proceedings will be instituted.

ARTICLE XII
Protection of Teachers

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to maintenance of control and discipline in the classroom.
- B. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense, provided the disciplinary action is reasonable and within the guidelines as spelled out by the Board of Education.
- C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, provided the disciplinary action is reasonable, consistent with law, and within the guidelines as spelled out by the Board of Education.
- D. The Board of Education will reimburse teachers for damages to clothing or personal effects as a result of maintaining control of students.
- E. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention. Parents will be encouraged to make appointments with teachers during conference hours or after school.
- F. Teachers, because of their special training and experience are expected to use all resources available to them in working with children. The well planned carefully carried out program in accordance with Board Policy and law will so involve children that extreme cases of misbehavior will rarely occur.

ARTICLE XIII
Teaching Conditions

- A. In grades 7-12 the teacher day shall begin 30 minutes prior to the start of school. Inclusive in the teacher day shall be a 30-minute duty free lunch a 60-minute block of preparation time and 300 minutes of student contact/instructional time. The teacher day shall end 30 minutes after school.

In grades K-6 the teacher day shall begin and end at the same time teachers begin and end their day in grades 7-12. The K-6 teacher will have a 30-minute duty-free lunch each working day. Each working week (5 days) the K-6 teacher will be provided with 300 minutes of preparation time and will provide 1500 minutes of student contact/instructional time.

- B. A sufficient quantity and quality of each aids (paper, pencils, chalk, dittos, etc.) will be available for all teachers for the entire year.
- C. In-Service Professional Education.
1. In recognition of the rapidly expanding fields of knowledge in the social and scientific fields, the parties hereby agree to establish an In-Service Education Committee composed of three (3) persons appointed by the Board and three (3) persons appointed by the Association.
 2. The committee shall organize itself and assume responsibility for the planning and conducting of the in-service education of all professional teaching personnel.
- D. The Association agrees that it is the professional responsibility of the teachers to attend those meetings called by their administrator. The meetings will be posted at least 2 days in advance except in emergencies. These meetings shall not exceed 15 per year.
- E. Supervision of students is the teachers responsibility during the entire school day. Teachers will cooperate in good housekeeping practices in the halls, classrooms, and lounges.
- F. Teachers will be in their classrooms fifteen (15) minutes before classes start in the morning and after classes are dismissed at night and five (5) minutes before classes start after the noon break. Conference time with students can be the most effective period of the day.

Article XIII - Teaching Conditions (continued)

- I. Elementary teachers will have a twenty (20) minute duty-free period during student recess.

ARTICLE XIV
Vacancies and Promotions

- A. A vacancy shall be defined for purposes of this agreement as: A professional position within the bargaining unit presently unfilled because it was newly created, or by reason of the permanent separation (by resignation, death, discharge, etc.) of the teacher formerly in the positions. A position shall also be deemed to be a vacancy after the teacher formerly in the position has been on sick leave for at least 120 work days.
1. Vacancies shall be posted on a designated bulletin board in each district building along with a copy of such posting to the Association. Positions as above described shall be posted within ten (10) days of the vacancy and shall be posted at least ten (10) days prior to being filled. Teachers may apply for such positions by submitting a written application to the Superintendent or designee. Selection will be by interview weighing such items as length of service at Farwell, teaching experiences, flexibility of certification and overall competence as judged by evaluation reports. Tenure teachers would have preference over probationary teachers, and both tenure and probationary teachers would have precedence over new hires. The final decision will rest with the Board, and shall not be subject to the grievance procedure.
 2. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. Such vacancies may be filled on a temporary basis until the end of the school year.
 3. The Association shall be notified by the Board within seven (7) days of the filling of any teaching vacancy.
 4. A vacancy need not be posted if the Board in its discretion determines the vacancy should instead be filled through the recall of a laid off teacher.
- B. Transfers shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit. This would include grade level changes in the elementary; change of subject area in the Middle School; department changes in the High School. Other transfers (except assignment changes for which notification was given by June first) will be governed by this section.

Article XIV - Vacancies and Transfers (continued)

1. Requests by a teacher for transfer to a different class, building or position shall be made in writing, and filed with the Superintendent. The application shall set forth the reason for transfer, the school, grade or position sought, and the applicant's academic qualifications. (Such request shall be renewed by the member once each year to assure active consideration by the Board.
 2. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.
- C. Assignment shall be defined as a specific schedule of classes within a subject area or a specific grade level for self contained classrooms.
1. Teachers shall receive notice of their tentative assignments for the following school year by June 1.
 2. Prior to June 1 of each year, teachers may advise their principal of assignment preferences.
 3. Any change in assignment that is necessary after June 1 shall be communicated immediately to the affected teacher(s).

ARTICLE XV
Personnel Reduction

- A. A teacher's services may be terminated with thirty (30) school days notice pursuant to a necessary reduction in personnel.

- B. In the event that a reduction of personnel, as heretofore defined, shall become necessary, the Board shall first retain those teachers who possess current teaching certificates, have the longest period of continuous service in the school district, and who are qualified to teach in those areas or disciplines to be preserved according to the standards of the North Central Association.
 - 1. In the event of lay-off, the Board will make every effort to insure that separated personnel may be placed in other teaching situations that may be under the Board's control.

 - 2. In the event of lay-off, the Board will institute a recall procedure which, when implemented, will insure teachers that will be recalled in the reverse order of lay-off. Recall will be initiated as soon as possible upon resolution of any financial crisis or other reasons which may have precipitated the necessary reduction in personnel.

- C. With the exception of teachers who are given notice of lay-off during the summer break period, if a teacher is given notice of layoff effective during the academic year at a time which does not coincide with the beginning or end of a semester, the teacher shall continue to receive insurance protection as outlined in this Agreement until the end of the semester in which the layoff notice is given if financial resources are available.

- D. Seniority shall be defined as length of service in the bargaining unit from the last day of hire. All seniority is lost when employment is severed by resignation, retirement, discharge, or non-renewal.
 - 1. Layoff and the taking of a Sabbatical or involuntary leave of absence as provided under this Agreement shall not constitute a break in service and seniority shall accumulate during such periods. The taking of a voluntary leave of absence shall not constitute a break in service, however, seniority shall not accumulate, but shall remain frozen during such periods.

Article XV - Personnel Reduction (continued)

2. A seniority list consistent with this Agreement shall be prepared by the Board by December 15 of each year. The seniority list shall be in rank order of the teachers last date of hire as set forth in the preceding section. In the event more than one teacher has the same first day of work, the relative place of such teacher on the seniority list with respect to that date of hire will be determined by a drawing of lots participated in by all affected teachers. The notice of the drawing, including date, place, and time, will be provided in writing to the Association and all affected teachers two weeks before the drawing. The drawing will be conducted openly and at the time and place that reasonably allows Association members to attend. The Association president or his/her designee shall draw for any person unable to be in attendance. All affected teachers will be notified in writing of the results of the drawing within one week.
3. A copy of the seniority list and all subsequent updates shall be provided to the Association by December 15 of each year. Errors, omissions, and/or deletions in or to the list will be noted and made as required to conform to this Agreement.
4. Schedule B assignments shall not be used to determine seniority.

ARTICLE XVI
Class Size

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall be lowered and in no event exceed the following maxima:

Developmental Kdg.	20
Kdg.	23
Transition	20
First Grade	23
Second Grade	23
Third Grade	26
Fourth Grade	26
Split Grades (1-4) *	20
Fifth Grade	26
Sixth Grade	26
Split Grades (5-6)*	23
Seventh Grade	27
Eighth Grade	27
Ninth Grade	27
Tenth Grade	27
Eleventh Grade	27
Twelfth Grade	27
Physical Education	40 w/1 teacher/gym 50 w/2 teachers/gym
Industrial Arts	22
Vocational Shop	22
Homemaking	22
Typing	31
Spec. Ed.	As Per State and Federal Regulations

*Split classes will go with the lower number. In no case shall a secondary teacher's full schedule exceed an amount equivalent to five times the above listed maximums.

- B. If for any reason the class size maximum, as defined by Article XVI, Section A., is exceeded, the District shall provide the effected teacher(s) with the following relief: The Board shall pay the K-6 teacher(s) who has an overload at the rate of \$5/day/student/day enrolled. In grades 7-12 (including all subject areas), the teacher(s) shall be paid \$1/hour/day the student is enrolled. This additional compensation shall be paid in a lump sum at the end of each semester.
- C. Any new classes that are established and not included above shall have a class size mutually agreed upon by the Association and Board.

ARTICLE XVII
Compensation for Teaching Personal

- A. Teachers hired to perform teaching services longer than the regular school year will be paid their daily rate in direct proportion to the extra services to be performed.
- B. Teachers at the Jr.-Sr. High School level will be reimbursed one-sixth (1/6) of their daily rate if a conference hour is not provided. Comparable time will be allowed to the Elementary staff. The Conference hour is designed for professional education activities. Exceptions to the use of this time for this purpose will require the approval of the appropriate supervisors.
- C. Teachers new to the Farwell System may be given credit for up to five (5) years of appropriate experience, including life experience credit, at the discretion of the Board. They will be allowed extra service up to an amount equal to Step Nine when they are Placed on Tenure for the succeeding year.
- D. Longevity pay will be granted at the rate of an additional 1/2% at the B.A. base for each year of service in the Farwell system beginning with the eleventh year: an additional 1/2% at each succeeding year of service.
- E. Teachers hired part time or job sharing will be given experience credit pro-rated according to the time taught. (One-half time will receive one-half step of experience credit or longevity.)
- F. Teachers, who with prior administrative authorization, attend inservices, workshops, or other training sessions, will be reimbursed for all reasonable expenses.

ARTICLE XVIII
Insurance Protection

A. Upon receipt of written application, the Board agrees to provide the following insurance benefits:

Plan I Health insurance generally equivalent to the MESSA Super Care I insurance as of June 1, 1990.

Long Term Disability 66 2/3%
\$2,500 maximum
90 calendar days modified
fill
Freeze on offsets
Alcoholism/drug 2 years
Mental/nervous same as any
other illness

Dental insurance generally equivalent to Delta
Dental - 75/60/75: \$1,200

Negotiated Life \$30,000 AD&D

Vision insurance generally equivalent to VSP-2

Plan II Dental insurance generally equivalent to Delta
Dental - 80/80/80: \$1,300

Vision insurance generally equivalent to VSP-3

Negotiated Life \$40,000 AD&D

Dependent Life \$10,000 spouse/\$5,000
Child(ren)

Long Term Disability 66 2/3%
\$2,500 maximum
90 calendar days modified
fill
Freeze on offsets
Alcoholism/drug 2 years
Mental/nervous same as any
other illness

Tax Sheltered Annuity The single subscriber rate
for the health insurance
provide to teachers
selecting Plan I

B. Every eligible teacher may elect either Plan I or Plan II, but not both. If husband and wife are both employed as teachers, only one of them may make an election of Plan I.

- C. The insurance benefits set forth in this Article will be prorated for less than full-time teachers; i.e., if a teacher works one-half time, the Board shall be obligated to pay only one-half of the applicable premiums. The premiums for which the Board is not obligated may be deducted from the teacher's salary.
- D. The Board's obligation to pay the insurance provided in this Article shall not exceed the following amounts:

1990-1991 School Year - \$400.33
1991-1992 School Year - \$430.00
1992-1993 School Year - 1991/92 Insurance Cost

Insurance premiums in excess of the Board's obligation for the 1990-91 school year may be deducted from the teacher's salary. In the event the insurance premiums in the 1991-92 school year exceed \$30, the amount of the premium in excess of \$430 shall be shared equally by the Board and teacher with the Board paying fifty percent (50%) of the amount in excess of \$430. In the event the insurance premiums in the 1992-93 school year exceeds the 1991-92 costs, the amount of the premium in excess of those costs shall be shared equally by the Board and Teacher. The amount of the premium which is the obligation of the teacher may be deducted from the teacher's salary.

- E. An insurance review committee comprised of the superintendent of schools, the Board personnel committee and three members of the Association's negotiating committee shall be established. The insurance review committee shall select the insurance carriers which will be contracted to provide the insurance benefits of which Plan I and Plan II are comprised. The carrier is to be selected based upon which carrier will provide the designated insurance benefit at the lowest cost to the Board.
- F. No teacher shall be eligible for the insurance benefits provided in this Article until the teacher has been enrolled for coverage by the insurance carrier(s).

ARTICLE XIX
Termination Pay and Retirement Policy

- A. Beginning with the eleventh (11) year of service and continuing through the teachers last year of service, any tenured teacher who chooses to leave the Farwell System will be entitled to a severance payment equal to \$50.00 per year of teaching in the Farwell System.

- B. The Board will pay the following percentages for early retirement after thirty years of service to the Farwell Area Schools.

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE OF PRECEDING YEAR'S SALARY</u>
30-31	55%
32-33	50%
34-35	45%
36-37	40%
38-39	35%
40 PLUS	0% (Refer to Section A)

Notice of retirement must be given to the Board no less than sixty (60) calendar days prior to your intended retirement date. It is understood that you will complete at least the semester of the school year in which that date falls. Payment will be made the next fiscal year at the discretion of the teacher. (July 1 to June 30 = a fiscal year.)

ARTICLE XX
Miscellaneous

- A. If any provision of this agreement shall be found contrary to Law then such provision shall not be deemed valid, but all other provisions shall continue in full force and effect.

- B. While State law or State Board of Education directive remains in effect requiring local school districts to makeup ACT OF GOD days, Association members shall make up the first three (3) required days without additional compensation. Beginning on the fourth (4) required make-up day beyond the calendar year the Association members shall receive additional compensation at the rate of 1/180th of the B.A. step "0" for each ACT OF GOD day which they are required to make up.

- C. The Board of Education and the Association will establish a professional study committee consisting of an administrator, a Board member, three teachers, two students and two parents who will study and recommend pertinent policies and procedure to the Board of Education. Areas of concern are student discipline procedures, curriculum review and improvement, and general school evaluation. Recommendation will be presented to the Board periodically.

ARTICLE XXI
Duration of Agreement

A. This agreement shall be effective as of July 1 , 1990 and shall continue in effect until June 30, 1993. Fringe benefits will be paid through September 30, 1993 .

BOARD OF EDUCATION

FARWELL EDUCATION ASSOCIATION

By _____
President

By _____
President

Secretary

By _____
Secretary

Dated this _____ day of _____, 1990

**SCHEDULE A
SALARY 1990/91**

Index	Exper. Credit	Step	B.A. or B.S.	B.A. + 20 Sem. Hrs. + perm. or cont. cert.	M.A. or B.A. +36 Sem. Hrs. + perm. or cont. cert.	M.A.+20 Sem. Hrs or B.A. 55 + perm. o cont. cert.
1.0000	0	0	19,701	20,404	21,459	22,162
1.0550	1	1	20,784	21,525	22,639	23,381
1.1100	2	2	21,868	22,637	23,820	24,601
1.1650	3	3	22,950	23,769	25,000	25,819
1.2200	4	4	24,035	24,894	26,181	27,038
1.2750	5	5	25,118	26,015	27,361	28,256
1.3300	6		26,202	27,138	28,541	29,475
1.3850	7	7		28,260	29,475	30,694
1.4400	8	8		29,382	30,900	31,913
1.4950	9	9		30,504	32,081	33,133
1.5500	10	10		31,626	33,262	34,351
1.5775	10.5	10.5		32,186	33,852	34,960
1.6050	11	11		32,748	34,442	35,570

**SCHEDULE A
(CONTINUED)
SALARY 1991-92**

1.0000	0	0	20,785	21,526	22,639	23,381
1.0550	1	1	21,927	22,709	23,884	24,667
1.1100	2	2	23,071	23,882	25,130	25,954
1.1650	3	3	24,212	25,076	26,375	27,239
1.2200	4	4	25,357	26,263	27,621	28,525
1.2750	5	5	26,499	27,446	28,866	29,801
1.3300	6		27,643	28,631	30,111	31,096
1.3850	7	7		29,814	31,355	32,382
1.4400	8	8		30,998	32,600	33,668
1.4950	9	9		32,182	33,845	34,955
1.5500	10	10		33,365	35,091	36,240
1.5775	10.5	10.5		33,956	35,714	36,883
1.6050	11	11		34,549	36,336	37,526

**SCHEDULE A
(CONTINUED)
SALARY 1992-93**

Index	Exper. Credit	Step	B.A. or B.S.	B.A. + 20 Sem. Hrs. + perm. or cont. cert.	M.A. or B.A. +36 Sem. Hrs. + perm. or cont. cert.	M.A.+20 Sem. Hrs or B.A. 55 + perm. o cont. cert.
1.0000	0	0	21,876	22,656	23,828	24,609
1.0550	1	1	23,078	23,901	25,138	25,962
1.1100	2	2	24,282	25,136	26,449	27,317
1.1650	3	3	25,483	26,392	27,760	28,669
1.2200	4	4	26,688	27,642	29,071	30,023
1.2750	5	5	27,890	28,887	30,381	31,375
1.3300	6		29,094	30,134	31,692	32,729
1.3850	7	7		31,379	33,001	34,083
1.4400	8	8		32,625	34,312	35,436
1.4950	9	9		33,872	35,622	36,790
1.5500	10	10		35,117	36,933	38,819
1.5775	10.5	10.5		35,739	37,589	38,819
1.6050	11	11		36,363	38,244	39,496

Lateral movement on schedule can be made only for work completed prior to school opening in the fall.

**Schedule B
Extra-Duty Schedules**

Programs listed are not necessarily allotted every year. All extra-pay activities must have program content approval before amount of pay is approved. Deductions will be made from pay items when conducted between 8:15 P.M. and 3:30 P.M. on school days.

Percentages are determined on the scale Farwell Area Teacher's are on (B.A.-B.S., Bach.'s F+ 20, fM.A., or B.A. + 36, fM.A. +20 or B.A.+ 36, fM.A. + 20 or B.A. + 55) Non-Farwell Area Staff shall have percentage based on Bachelor's scale. Experience credit (steps) will be granted for each year in the duty or a similar duty on the appropriate scale.

Head Varsity Coaches will receive an additional 1/2% for each program for which they are responsible. (Hiring, evaluating, and training coaches including observing practices and contests) Programs means J.V., 9th, 8th, 7th grade. A Girl's varsity coach is not responsible for a boy's program and vice-versa.

Experience in similar sports for purposes of determining steps on salary schedule will transfer.

In the event the Board of Education established approved summer recreation programs, a Varsity head coach would be paid \$6.00/hr. or an assistant coach would be paid \$5.00/hr. for supervising student activities. Only one coach would be paid per hour of supervision.

Football		Basketball-Boys-girls	
Head Cocah	10%	Head Coach	10%
J.V. Head Coach	8%	Asst. Coach-J.V	8%
Asst. Coaches (Max.3)	7%	Asst. Coach-9th	6%
		Asst. Coach-8th	4%
		Asst. Coach-7th	4%
		Wrestling	
		Head Coach	10%
Golf		Track	
Golf-Co-Ed	5%	Girls Head Coach	7%
Skiing-Co-Ed		Boys Head Coach	7%
High School	6%	Asst. Coach	5%
Middle School	2%		
Volleyball		Track-Jr. High	
Head coach	6%	Boys	4%
J.V.	4%	Girls	4%

Cheerleading		Yearbook	6%
Varsity & J.V.	7%	F.H.A.	2%
7th & 8th Grade	3%	Inst. Music-H.S.	10%
9th Grade	2%	Inst. Music- Jr. High	3%
Pom-Pom	2 1/2%		
Softball Head Coach	7%	Dramatics-H.S.	10%
Asst. Coach J.V.	5%	Cadet Teachers	2%
Baseball			
Head Coach	7%	Class Advisors	
Asst. Coach J.V.	5%	Grade 7 & 8 (1 each)	\$100.00
		Grades 9 & 10 (2 ea.)	2%
		Grades 11 & 12 (2 ea.)	3%
National Honor Society	2%		
Noon Duty:	\$7/hr.		
Saturday Detention:	\$35/day		

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that this is crucial for ensuring the integrity of the financial statements and for providing a clear audit trail. The text notes that any discrepancies or errors in the records can lead to significant complications during an audit and may result in the disallowance of certain expenses.

2. The second part of the document outlines the specific procedures for recording transactions. It details the requirements for receipts, invoices, and other supporting documents. It states that all receipts must be properly dated, itemized, and signed by the individual receiving the goods or services. Additionally, it mentions that invoices should be clearly marked and filed in a systematic manner to facilitate easy access and verification.

3. The third part of the document addresses the issue of expense reporting. It explains that employees are required to submit a detailed report of all business-related expenses incurred during the reporting period. This report should include a breakdown of the expenses by category and a brief description of the business purpose for each expense. The text also notes that any personal or non-business-related expenses are strictly prohibited and will not be reimbursed.

4. The final part of the document provides a summary of the key points and reiterates the importance of strict adherence to these guidelines. It concludes by stating that the organization is committed to transparency and accountability in its financial operations and expects all employees to uphold these standards.

FARWELL AREA SCHOOLS 1990-91
CALENDAR

DUTY DAYS 185

August	4		5
September	19		19
October	22		23
November	19		19
December	15		15
January	21		22
February	20		20
March	16		16
April	22		22
May	22		22
June	0		1
	<hr style="width: 100%;"/>		<hr style="width: 100%;"/>
	180		184
			* 1
			<hr style="width: 100%;"/>
			185

*One day to be used on open house, fun fair, extended services, etc.

The 1991-92 and 1992-93 calendar shall be prepared each preceding Spring and shall reference 180 student days and 185 teacher work days in accordance with the 1990-91 calendar.

