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**Master Contract**

*between the*

**Farmington Board of Education**

*and the*

**Farmington Central High School Educators**

**2007 – 2010**

**Farmington, Michigan**

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## AGREEMENT

This AGREEMENT made and entered into this 18<sup>th</sup> day of March, 2008 between the Board of Education of the Farmington Public School District, Oakland County, Michigan, party of the first part, hereinafter referred to as the BOARD, and the Farmington Central High School Educators, hereinafter referred to as the "Association", party of the second part.

## WITNESSETH

WHEREAS, the BOARD and the ASSOCIATION recognize and declare that providing a quality education for the children of the Farmington Public School District is their mutual aim; and

WHEREAS, the laws of the State of Michigan authorize public employers and public employees to enter into collective bargaining agreements with respect to rates of pay, hours of employment, and other conditions of employment; and

WHILE, the parties following deliberate and professional negotiations reached some certain understanding which they desire to incorporate into this collective bargaining agreement;

IT is the pledge and covenant of the parties that mutual collaboration, problem solving and teamwork are the preferred methods for interaction among all unit and non-unit educators and is reflected by practice within the Farmington Public Schools.

THEREFORE, in consideration of these mutual covenants, it is hereby agreed as follows:

## ARTICLE I – RECOGNITION

- A. The Board recognizes the Farmington Central High School Educators as the exclusive and sole bargaining representative, as defined in Section 11 of Act 379, Public Act of 1965, for all certified Farmington Central High School classroom teachers and counselors under contract with the Board of Education; but excluding: teachers represented by the Farmington Education Association, substitute teachers, permanent substitutes, High School Completion, Adult Basic Education, and English as a Second Language and all other adult education teachers, the Superintendent, Assistant Superintendents, Directors, Principals, Administrative Interns, Administrative Assistants, and all other administrative, supervisory and executive personnel within the meaning of the Public Employment Relations Act.
- B. EXCLUSIVE COLLECTIVE BARGAINING AGREEMENT: The Board hereby expressly agrees that it shall not enter into any collective bargaining agreement with any educator or any other collective bargaining organization, on behalf of the Educators during the term of this agreement.
- C. EDUCATORS ON LEAVE: Educators on leave, under contract, shall be governed by the provisions of the Agreement in force at the time the leave is granted, unless otherwise specified in the Agreement, and such educators all continue to be considered within the bargaining unit.

## ARTICLE I – RECOGNITION (continued)

- D. AGENCY SHOP: Bargaining unit members, by November 1 following the beginning of the school year or their employment, shall, either:
1. Become members of the Farmington Central High School or
  2. Tender to the Association an amount of money which the Association certifies, in writing, as a service charge equal to the negotiation and administration of the Agreement, but excluding fines, assessments, and political action contributions.
- E. DEFINITIONS:
1. The term “teacher” or “educator”, when used in this Agreement, shall refer to all employees represented by the Farmington Central High School in the bargaining unit as above defined
  2. The terms “Board” and “Association” shall include authorized officers, representatives, and agents.

## ARTICLE II – CENTRAL H.S. EDUCATOR RIGHTS AND RESPONSIBILITIES

- A. 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 may not be during class time or supervision of students. School telephones may continue to be used for Central H.S. business, providing such use does not interfere with nor interrupt school business, nor be during class and student supervision time.
- B. 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, disability, marital status, height, weight, or age and to represent equally all teachers without regard to membership or participation in our association with the activities of any other teacher organization.
- C. The Board will make available to the Association all public information, including the following, which shall be sent to the Central H.S. when the become available:
1. Agendas and minutes of all Board meetings.
  2. Annual audit.
  3. Budgets and budget revisions.
  4. Board Policies and By-laws
- D. 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 matter:
1. Proposed major revisions of education policy and curriculum for Central High School.

### ARTICLE III – TEACHER RIGHTS AND RESPONSIBILITIES

#### A. Teacher Rights

1. The Board will continue to apply the provisions of the Agreement without regard to race, color, religion, creed, sex, sexual orientation, national origin, disability, marital status, height, weight or age.
2. It is expressly agreed between the Board and Farmington Central High School that sexual harassment of students or teachers will not be condoned. The Board further agrees that its educators 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 Human Resources Office for investigation and action. In the event a teacher or educator is found to have engaged in sexual harassment, such behavior will be considered just cause for discipline, suspension, or termination of employment.

- B. Teachers who are unable to attend school due to weather problems in their home area will be given 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.

### ARTICLE IV – WORKING AND TEACHING CONDITIONS

- A. Working Conditions: The regular working day, including lunch (of at least 30 minutes) and planning period, shall be seven (7) hours and fifteen (15) minutes. Calendar to align with District FEA for 2007-2008, 2008-2009 and 2009-2010.
- B. Each teacher, other than counselors, will 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.
- C. Parent-Teacher Conferences: Teachers are required to participate in parent-teacher conferences, Open House, graduation exercises and faculty meetings as scheduled for Central High School.
- D. Any teacher who is assigned or volunteers to supervise student activities, with approval of their supervisor, outside the teacher's regular work day, except for Open House, faculty meetings, parent conferences, and graduation exercises, shall be paid \$23.82 per hour for the 2007-2008 school year; \$24.06 per hour for the 2008-2009 school year; \$24.30 per hour for the 2009-2010 school year.
- E. Extra duty assignments, including but not limited to those listed below, will with the approval of administration be paid using the extra duty rate. During the 2007-2008 school year the parties will explore possible conversion to a stipend format utilizing the matrix model established with the FEA.
- Bowling
  - Softball
  - Flag football
  - Disc golf
  - Chess
  - Basketball
  - Volleyball
  - MAEO STARS

## ARTICLE IV – WORKING AND TEACHING CONDITIONS (continued)

### F. Department Chairpersons:

For those departments listed in below, department chairpersons will be compensated at the extra duty rate for work performed outside of the teacher's regular workday. The responsibilities of building department chairpersons are listed in Appendix B. The following building department chairpersons may be assigned by the building administrator:

Mathematics	Art	Business
Language Arts	Guidance	Science
Applied Technology	Social Studies	

- G. In order to provide summer counselor services, one (1) counselor will be scheduled for up to six (6) days. The building administrator and the counselors will develop the summer schedule. The position will be filled on a voluntary basis by the counselors. If more than one (1) counselor is interested in the position, the days will be equally divided among the interested counselors. If an odd number results, the additional day(s) will be given to the counselor with highest seniority. With agreement of all involved counselors, a variation other than an equal split of the schedule may be approved. If no counselor voluntarily applies for the days, each counselor will be assigned for up to three (3) days.

In lieu of days worked during the summer recess, counselors will be provided an equal number of compensatory days during the traditional calendar year following that summer recess. These days must be approved in advance by the building administrator.

### H. Substitutes:

1. It is the teacher's responsibility to have adequate, written lesson plans available in the classroom for the substitute teacher. Teachers are expected to call the district substitute teacher office reporting line to report their absence and to request a substitute teacher be provided as soon as it is known that they will not be reporting to work, preferable not less than one hour before their scheduled reporting time.
  2. Teachers will not be called to substitute teach on their non-working days or planning period unless needed by the district or a district substitute is not available. In the event a teacher is used as a substitute, he or she will be paid the extra duty rate as provided in Section C above.
- I. Teachers recognize that their responsibilities to their students and the profession require the performance of duties beyond the regular working day. Included among these responsibilities and duties are the following:
1. Preparation for effective teaching.
  2. Assessing student work, including examinations and other forms of assessment.
  3. Regular reporting to parents at other times than formal reporting periods or conferences.

## ARTICLE IV – WORKING AND TEACHING CONDITIONS (continued)

- J. Teachers will be required to participate in professional development hours each year of this contract, consistent with the chart below:

<u>Year</u>	<u>Total Hours/Days</u>
2007-08	30 hours / 5 days
2008-09	30 hours / 5 days
2009-10	30 hours / 5 days

1. Except for any professional development time scheduled by the administration as a regular teacher's workday during the contract year, any additional hours must be completed outside of the workday or during the summer recess. Relevant District or Oakland Schools workshops or other staff development activities approved by the Farmington Central High School supervisor will apply toward this requirement. All hours must be completed by June 1 of each year.
2. Teachers working less than full time will be required to complete a pro rata share of this requirement.
3. Failure to complete this annual requirement will result in the docking of one hour's pay for each hour not completed.

## ARTICLE V – COMPENSATION

- A. Compensation:

1. The basic salaries of teachers covered by this Agreement are set forth in Appendix A, which is attached to, and incorporated in this Agreement.
2. Upon initial employment in Farmington, teachers will be granted at least four (4) years credit on the salary schedule (Step 4), as shown in Appendix A, 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.
3. 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 A), the following conditions must be met:
  - a. Only graduate or undergraduate hours earned at a university listed in the Michigan Department of Education Administrative Rules will be counted toward a change in the above levels.
  - b. Semester hours credited other than graduate hours must be approved in advance by the Executive Director of Human Resources.
  - c. An official transcript showing semester hours earned and/or degree conferred must be submitted to the Human Resources Department in order to qualify for the appropriate level change.



**ARTICLE V – COMPENSATION (continued)**

- A. 3. d. Payments for level changes will be paid beginning the second pay period after required documentation is received by the Human Resources department.
- e. Upon written verification of National Board for Professional Teaching Standards certification, a teacher will receive the amount set forth in Appendix A.

4. Longevity:

- a. Longevity will be paid no later than in the last paycheck in December and will be based on the total years of service as an employee in Farmington, excluding time spent as a day-to-day substitute, a student helper, and/or a less than five (5) days a week noon supervisor. A year of service will be defined as follows: those individuals hired into the bargaining unit on or before January 15<sup>th</sup> shall be credited with a full year of service for purposes of determining longevity; all other years of service are defined as working one-half (1/2) of the scheduled work days of a month for seven (7) months in a contract year. Days of paid leave time will be considered as work time in computing the seven (7) months of service. The years of service do not have to be as a FAHS member, but may be in other positions in the district. When entering the bargaining unit, the employee will be credited with the total years of service earned outside the bargaining unit. Because the payment will be made prospectively in December, it is assumed that the employee will complete the seven (7) months of service that year. In the event an employee terminates their employment, other than through retirement, without completing the seven (7) months of service that year the district has the right to recoup the amount of the longevity payment.

The longevity amounts are as follows:

15 – 19 years	\$ 500.00
20 – 24 years	\$ 750.00
25 years or more	\$1000.00

- 5. Regular salary payments will be issued bi-weekly via direct deposit in accordance with the payroll schedule and the direct deposit guidelines of the employee selected financial institution receiving such deposit. A pay stub reflecting the deposit will be issued to the employee either by hard copy or via online pay stub at the discretion of the District concurrently with the transfer of the direct deposit payment. The first payment at the beginning of the school year for less than 12 month employees will be issued the first payroll following the beginning of their work year.

B. Insurance 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 V – COMPENSATION (continued)**

B. 2. Medical:

- a. For the 2007-2008 school year the medical benefits shall be consistent with the 2004-2007 collective bargaining agreement. Beginning July 1, 2008, each teacher in a full time (.7 FTE and above) assignment will have the option to select one (1) of the four (4) following options:

1) **FHP 1**

Farmington Health Plan 1 (FHP 1) with benefits pursuant to the FHP 1 Summary Plan Description (SPD). It is expressly understood that the determination of the carrier or decision to self-insure is the right of the Board of Education.

Effective April 1, 2008, the prescription co-pay as listed in the FHP 1 SPD will be \$5 for generic drugs, \$20 for brand name where no generic is available and \$30\* for brand name where a generic is available. The one-time co-pay for Mail Order Prescription Drugs (MOPD) will be \$5/\$20/\$45\* for a three (3) month supply.

Effective July 1, 2008, employees electing this option will contribute the following amounts monthly: \$25 single, \$50 two person and \$75 full family. Effective July 1, 2008, the deductible will be \$250 single / \$500 two person and full family, the drug co-pay will be \$5/\$30. The one-time co-pay for Mail Order Prescription Drugs (MOPD) will be \$10/\$60 for a three (3) month supply.

\* Employees enrolled in **FHP 1** who select brand name drugs when a generic equivalent is available will pay the applicable co-pay as well as the difference in cost between the generic and the brand name unless it is documented that the brand name is medically necessary.

2) **FHP 2**

Effective July 1, 2008, the Farmington Health Plan 2 PPO (FHP 2) with benefits pursuant to the FHP 2 Summary Plan Description (SPD) will be the base plan for all eligible employees hired before July 1, 2008. It is expressly understood that the determination of carrier or decision to self-insure is the right of the Board. The deductible will be \$100 single, \$200 two person and full family in-network and \$250 single, \$500 two person and full family out-of-network. The prescription co-pay, as listed in the FHP 2 SPD will be \$5/\$20/\$30\*. The one-time co-pay for Mail Order Prescription Drugs (MOPD) will be \$5/\$20/\$45\* for a three (3) month supply.

The district will contribute \$250 per member/\$500 per family (after deductible) toward the percentage co-pay maximums of \$500 per member/\$1000 family in-network and/or \$1500/\$3000 out-of-network.

\* Employees enrolled in **FHP 2** who select brand name drugs when a generic equivalent is available will pay the applicable co-pay as well as the difference in cost between the generic and the brand name unless it is documented that the brand name is medically necessary.

## ARTICLE V – COMPENSATION (continued)

### B. 2. a. 3) HMO

A Health Maintenance Plan (HMO) with benefits comparable to the plan in place as of the effective date of this agreement, including a \$5/\$10/\$20 drug rider. The one-time co-pay for Mail Order Prescription Drugs (MOPD) will be \$10/\$20. The plan includes a \$10 office visit co-pay and a \$50 emergency room co-pay (waived for accidental injury or if admitted). The District and the Association will meet, as necessary, to review alternative HMO providers and prescription drug carriers.

It is understood that the determination of carrier or decision to self-insure is the right of the Board.

#### 4) Options "in lieu of" medical coverage:

- a) An election of \$500.00 per year cash (prorated the first year dependent on date of hire) which can be redirected to a board-approved tax deferred annuity (TDA) and/or board-paid variable options. The TDA payment will be made directly to the carrier at the end of each December.
- b) In addition to option 4)a) above, you may elect prescription-only coverage with a \$5/\$20/\$30\* co-pay and a one-time Mail Order co-pay of \$5/\$20/\$45\* for a three (3) month supply. This option is only available for a district employee whose spouse is employed someplace other than Farmington Public Schools.

\* Employees who select brand name drugs when a generic equivalent is available will pay the applicable co-pay as well as the difference in cost between the generic and the brand name unless it is documented that the brand name is medically necessary.

#### 5) PART-TIME INSURANCE

A teacher who is part-time (defined as less than .7 FTE) may select health insurance, if eligible, provided the teacher reimburses the District on a pro rata basis for the health insurance utilizing the COBRA rates published annually by the District.

#### 6) BASE PLAN NEW HIRES

Effective July 1, 2008, the base health plan for new employees in their first four years of employment is the HMO pursuant to B.2.a.3) above. These employees may buy-up to FHP 2 for a contribution of \$25 S/\$50 2P/\$75 FF per month, or to FHP 1 for \$45 S/\$75 2P/ \$100 FF per month. After four (4) years, the base plan for these employees will be FHP 2.

## ARTICLE V – COMPENSATION (continued)

### B. 3. 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 case 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 sixty-nine (69) or older, the maximum benefit period will be one year. Eligibility for 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 six thousand one hundred eleven dollars (\$6,111.00) based on sixty-six and two thirds percent (66 2/3%) of the teacher's regular contract salary computed on a monthly basis. Benefits are payable upon approval of the LTD carrier. 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.

4. 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 unless the employee severs the relationship with the District by retiring. 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.

### 5. Dental Care: (Family Coverage)

- a. For those members of the bargaining unit who are not covered by other dental insurance, the Board agrees to provide a plan composed of Class I – Preventative (office visits, cleaning, x-rays and fluoride): 100%, Class II – Restorative (crowns, fillings, root canals, periodontic, and oral surgery): 90%, class III – Major (bridges and dentures): 90%, Class IV – Orthodontic: 90% (\$2000.00 lifetime maximum to age 19). Class I, II and III benefits will have a \$2000.00 yearly maximum. This plan is a preferred provider organization (PPO) with no deductible when the employee utilizes the ADN, Dentemax or Michigan Dental Plan networks. Out-of-network services will be paid at the highest in-network rate among the three networks listed above. The employee will be responsible for any additional charges.
- b. For those members of the bargaining unit who are covered by other dental insurance (including District - provided coverage), the Board agrees to provide a plan composed of Class I – Preventative (office visits, cleaning, x-rays and fluoride): 50%, Class II – Restorative (crowns, fillings, root canals, periodontic, and oral surgery): 50%, Class III – Major (bridges and dentures): 50%, Class IV – Orthodontic: 90% (\$2000.00 lifetime maximum to age 19). Class I, II and III benefits will have \$2000 yearly maximum. This plan is a preferred provider organization (PPO), with no deductible when the employee utilizes the ADN, Dentemax or Michigan Dental Plan Networks. Out-of-network services will be paid at the highest in-network rate among the three networks listed above, the employee will be responsible for any additional charges.
- c. It is understood that the determination of the carrier or decision to self-insure is the right of the Board

**ARTICLE V – COMPENSATION (continued)**

B. 6. Vision Care: The District agrees to provide employees with benefits pursuant to the FPS self-funded vision program Summary Plan Description (SPD) in place as of the effective date of this agreement. It is understood that the determination of the carrier or decision to self-insure is the right of the Board.

7. Employee benefits according to A.1. through 6 above will begin when applications have been completed and the enrollment policy of the carrier has been met. Benefits, according to A.1. through A.6. 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 31<sup>st</sup>. The District agrees to provide the benefits listed in A.1. through A.6. according to the underwriting rules and regulations as set forth by the carriers in the master Contract held by the policy holder.

8. 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. It is further understood that if a teacher notifies the District by March 1 of his/her intent to retire at the end of the school year, he/she will receive an additional five hundred dollar (\$500.00) benefit. Any teacher who notifies the District four (4) months prior to their retirement of his/her intent to retire at a time other than the end of the year, he/she will receive an additional two hundred and fifty dollar (\$250.00) benefit. Teachers who fail to notify the District of their intent to retire by March 1 for retirements at the end of the year or four (4) months prior to retirement at any other time during the year, will forfeit \$500 of the retirement benefit due. Any teacher who meets all qualifications and notification requirements, but who has not provided ten (10) years of service to the District, shall be eligible for the \$500.00 or \$250.00 payments.

It is expressly understood that such payments shall not be made to persons who resign or otherwise terminate service, and who are not eligible for full retirement benefits under MPSEER'S rules.

**ARTICLE VI – LEAVE POLICIES**

A. Illness, Disability, Death in Family:

1. 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:

Teachers Working 5 days per week =	12 days per year
Teachers Working 4 days per week =	10 days per year
Teachers Working 3 days per week =	7 days per year
Teachers Working 2 days per week =	5 days per year

2. Each teacher shall be entitled to accumulate the unused portion of his or her Sick Leave, which shall be available for future use. Sick Leave shall be cumulative to a total of 185 days.

## ARTICLE VI – LEAVE POLICIES (continued)

A. 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, life partner, son, daughter, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, son-in-law, daughter-in-law, corresponding step relatives, foster child living in the home, legal guardian, IRS dependent living in the home and the corresponding relative of the teacher's spouse/partner.

5. All requests for such sick leave must be submitted to the District. The Human Resources Office may require proof of illness, signed by a physician, 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. Employees of the District who are hired into another District position will carry their accumulated sick and personal leave day banks with them.

8. For the protection of children, the Board may require of the teacher, a health certificate from a physician, to be filed in the Human Resources Department. Teachers who are not able to return to duty on their first scheduled workday following two (2) weeks of illness or injury, shall present a certificate of ableness to the Human Resources Department, upon return to work. A physician shall sign this certificate. In addition, they may be required to submit to an examination by a physician designated or agreed upon by the Director of

Human Resources, at the Board's expense. In addition, upon recommendation of the Director of Human Resources, 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.

B. Personal Business Policy:

1. At the beginning of the school year, teachers regularly employed by the Board of Education, according to the formula below, shall be granted three (3) personal business days with full pay, to transact personal business according to the following criteria:

- a. Written request 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 personal business days will not be used for personal pleasure.

## ARTICLE VI – LEAVE POLICIES (continued)

- B. 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. Less than full time teachers shall receive a pro-rated amount of personal business time, rounded to the nearest quarter (1/4) hour.

## ARTICLE VII – TEACHER DISCIPLINE POLICY

- A. A teacher, who so requests, may have an Association representative present during any disciplinary conference with an administrator or supervisor.
- B. When teachers are called to their supervisor's office for the intended purpose of being reprimanded or disciplined, they have the 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.
- C. No tenured 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:
  - 1. Incompetence.
  - 2. Insubordination.
  - 3. Immorality.
  - 4. Any violation of the terms of this agreement.
  - 5. Lapse of certification.
- D. When probationary teachers are notified of discharge, 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.
- E. Unless it adversely affects their teaching performance, the private and personal life 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 VIII – PERSONNEL FILES

1. Personnel files
  - a. The personnel file will be kept in a central location under the supervision of the Assistant Superintendent for Human Resources.
  - 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 Human Resources Department.
  - c. Except as provided under the Freedom of Information Act, 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. Documents added to file
  - 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.
  - b. The teacher will be entitled to attach a dissenting opinion and/or clarifying statement to the document.
3. No disciplinary 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.

## ARTICLE IX – REDUCTION IN PERSONNEL AND RECALL

- A. In cases requiring a reduction of the teacher work force at the Farmington Central High School, the order of reduction will be:
  1. Probationary teachers will be laid off before tenured teachers except where there are no tenured certified and qualified teachers to assume the remaining positions.
- B. Tenured teachers will have the right to be recalled to a position within the district for which they are certified and qualified to fill, according to the Michigan Teacher Tenure Act, for a period of four years or length of service with the school district in a regular teaching position, whichever is greater.



## ARTICLE IX – REDUCTION IN PERSONNEL AND RECALL (continued)

- C. Probationary teachers will have the right to be recalled to a position within the Farmington Central High School for which they are certified and qualified to fill for a period of two years or the length of service, whichever is greater.
- D. Reduction in hours: In the event that it is necessary to reduce hours, the Central Academy will attempt to ensure that the lowest senior teacher receives the reduced schedule provided certification and qualifications can be met.

## ARTICLE X – TEACHER PROTECTION

- A. Assault and Battery
  - 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.
    - 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 Executive Director of Safe Schools and Student Services, for a decision under the procedures under the Student Code of Conduct. In unusual circumstances involving a Special Education student, the Executive Director of Safe Schools and 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.

## ARTICLE X – TEACHER PROTECTION (continued)

- D. Suspension of students from school may be imposed only by principals or their designated representative.
- E.
  - 1. 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.
  - 2. 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 personnel file.
- F. 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 XI – BOARD OF EDUCATION RIGHTS

The Board, on its behalf, and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, 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 foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
- B. To manage and direct the working forces, including the right to hire, promote, suspend, discharge, and demote employees; transfer employees; assign work, including extra curricular duties to employees; determine the size of the work force and to lay off employees;
- C. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and the processes of carrying on the work including the institution of new and/or improved methods or changes therein;
- D. Adopt rules and regulations;
- E. Determine the qualification of employees;

## ARTICLE XI – BOARD OF EDUCATION RIGHTS (continued)

- F. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities;
- G. Determine all financial and education policies;
- H. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, 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 thereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States.

## ARTICLE XII - GRIEVANCE PROCEDURE

### A. DEFINITION:

- 1. A grievance shall mean a complaint by a teacher, group of teachers, or the Association in its own name, alleging that there has been a violation, misinterpretation, misapplication of a specific provision of this agreement.
- 2. The term "days" when used in this section, shall mean working days. Time limits may be extended upon good cause shown, or upon mutual consent of the parties.

B. PURPOSE: The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, prompt and equitable solutions to the grievances raised. Both parties agree that these proceedings shall be kept confidential as may be appropriate at any level of such procedure.

### C. PROCEDURE:

- 1. Step One: The teacher having a problem and/or grievance may discuss the matter with his/her immediate supervisor, either individually or with his/her representative, with the object of resolving it informally. Any resolutions at Step one will be considered non-precedent setting.
- 2. Step Two: In the event the grievance is not satisfactorily resolved at Step One, the grievance shall be reduced to writing within ten (10) days after the occurrence of the alleged violation, or ten (10) days after the knowledge of the alleged violation, signed by the grievant or Association and filed with the Director of Adult Education and Applied Technology. Within ten (10) days after the receipt of the written grievance, the Director of Adult Education and Applied Technology shall give her answer, in writing, to the grievant and to the Association.

## ARTICLE XII - GRIEVANCE PROCEDURE (continued)

- C. 3. Step Three: In the event the grievant is not satisfied with the disposition of his/her grievance at Step Two, within ten (10) working days from the date of receipt of the Director of Adult Education and Applied Technology's answer, the grievant may appeal the grievance to the Assistant Superintendent for Staff and Community Services. Such appeal shall be in writing.

Within ten (10) days after receipt of such request for appeal, the Assistant Superintendent shall respond with a written answer to the grievance. The Assistant Superintendent will also have the option of holding a hearing on the grievance within the ten (10) days period.

4. Step Four: If the alleged grievance is not settled at Step Three, the matter may be appealed to arbitration only by the Association, provided that the notice to appeal the matter is given to the Assistant Superintendent for Human Resources within ten (10) days from the date of the written decision at Step Three. Within ten (10) days after the date of the written request for arbitration, the Assistant Superintendent for Human Resources and the Association shall meet to select a mutually acceptable arbitrator according to the procedure set forth below in Section K.
- a) It shall be the function of the arbitrator, and he shall be empowered except as his powers are limited below after due investigation, to make a decision in writing and set forth his findings of fact, reasons, and conclusions of the issues submitted. The arbitrator's decision shall be binding and final upon the employer, the Association, and the employee or employees involved.
  - b) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - c) He shall have no power to rule on those matters previously exempted from the grievance procedure.
  - d) There shall be no appeal from the arbitrator's decision, if within the scope of his authority, as set forth above. It shall be final and binding upon the employees, the Association, its members, the employee or employees involved.
  - e) The arbitrator's decision shall be rendered not later than thirty (30) days from the date of the closing of the hearing, or, if all hearings have been waived, from the date final statements and proofs are submitted to him.

- D. The grievant may request assistance from the Association to aid him/her or represent him/her in the processing of his/her grievance.
- E. No claim for reimbursement of back wages shall exceed the amount the grievant would otherwise have earned during the period of time the grievance was in existence.
- F. All documents, communications, and records, dealing with the processing of grievances, shall be filed separately from the personnel file of the participants.
- G. 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.

## ARTICLE XII - GRIEVANCE PROCEDURE (continued)

- H. 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. 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).
- I. Any conference which may be held under the grievance procedure shall be conducted before or after working hours or during the teacher's lunch period, except where mutually agreed to the contrary, and at a reasonable place.
- J. Failure at any step of the grievance procedure to communicate the District decision on the grievance within the specified time limits, shall permit the Association to appeal the grievance to
- K. the next step of the procedure within the time which would have been allotted, had the decision been given. Failure by the Association to give written notice to the District that they have accepted a grievance decision shall mean the grievance has been forwarded to the next step of the procedure by the Association.
- L. SELECTION OF ARBITRATOR: The Arbitrator shall be selected as follows:
1. When an appeal to arbitration is filed under the provisions of the Master Contract, within ten (10) workdays, both parties will present a list of ten (10) bona-fide labor arbitrators. Each side will peremptorily strike five (5) names, and they will be permanently deleted.
  2. Of the remaining ten (10) names, each name will be assigned a number from 1 to 10.
  3. When an arbitrator is needed, within five (5) days after the written request for arbitration, seven (7) numbers will be drawn (by blind draw). This will consist of the panel.
  4. From the panel, the parties will alternately strike one (1) name, until only one (1) name is left. He shall be the arbitrator. If he is unable to serve, then the next-to-last stricken name will be the arbitrator, and so forth. The determination of the order to strike shall be resolved by a flip of the coin.
  5. The Board shall be responsible for notifying the arbitrator and making arrangements for the arbitration hearing.
  6. 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. 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.

### ARTICLE XIII – MISCELLANEOUS

- A. CONFORMITY TO LAW: This Agreement is subject in all respects to the laws of the State of Michigan, with respect to the powers, rights, duties, and obligations of the Board, the Association, the employees in the bargaining unit, and in the event any provisions of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.
- B. ENTIRE AGREEMENT CLAUSE: This Agreement constitutes the sole and entire existing agreement between the parties in respect to rates of pay, wages, and hours of employment or other conditions of employment which shall prevail during the term of this agreement. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Employer and the Association. All matters or subjects not herein covered are waived by the parties for the life of this agreement. This contract is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the Association and the Board. The waiver of any breach, term or condition of the agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Employer shall deal with all matters not expressly covered by this contract through the exercise of its management rights without prior negotiations during the life of this agreement.
- C. EXPENSE OF PRINTED AGREEMENT: Copies of this Agreement shall be printed at the expense of the Board, and presented to all teachers now employed, or hereafter employed, by the Board.
- D. 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 XIV – NEGOTIATION PROCEDURES

- A. Not later than March 1, of the school year in which this Agreement expires, the Board agrees to negotiate with the Association over a successor agreement in accordance with the procedures set forth herein, in a good faith effort, to reach agreement concerning teachers' salaries, hours, and other conditions of employment. Such negotiations shall include, but not be limited to, the subjects covered by this Agreement. Any agreement so negotiated shall apply to all teachers in the bargaining unit, and shall be reduced to writing and signed by the Board and the Association.

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

If negotiations described in this Section A, have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

- B. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to subjects of collective bargaining and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities.

**ARTICLE XIV – NEGOTIATION PROCEDURES (continued)**

- B. (con't) Therefore, the Board and the Association, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically covered in or outside this Agreement, even though such subject or matter may not have been within the knowledge of either or both of the parties at the time they negotiated or signed this Agreement.
  
- C. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative.
  
- D. This Agreement may not be modified in whole or in part by the parties, except by mutual, written agreement.

XVII – DURATION OF AGREEMENT

This Agreement shall become effective upon ratification by both parties and continue in effect additionally until June 30, 2010.

In the event either party wishes to terminate this Agreement, or modify or amend any Article or clause hereof, then notice to that effect shall be given in writing, to the other party by March 1, 2010.

If no notice of termination or modification is given by either party, as provided herein, then this Agreement shall automatically renew itself and continue in full force and effect from year to year.

After notice has been given prior to March 1, 2010, the parties will commence negotiations, according to the provisions herein.

**F.A.H.S.E. NEGOTIATIONS TEAM:**

By: Denise Cadwell  
Denise Cadwell

By: Diane Kovac  
Diane Kovac

By: Suzanne Alousi-Miller  
Suzanne Alousi-Miller

**BOARD OF EDUCATION:**

By: Howard I. Wallach  
Howard I. Wallach, President

**NEGOTIATIONS TEAM:**

By: David C. Ruhland  
David C. Ruhland, Assistant Superintendent

By: Pat Karas  
Pat Karas, Director, Adult & Community Ed.

By: Terri Haas  
Terri Haas, Supervisor, Adult & Community



**APPENDIX A**

**SALARY SCHEDULE  
2007 – 2008**

Step	BA	BA + 18	BA + 24	BA + 30	MA	MA + 10	MA + 20	MA + 30	ED SPEC	DR
0	39319	41593	41760	41926	43863	44143	44423	44704	45544	46104
1	39850	42209	42377	42540	44570	44845	45122	45396	46225	46775
2	41250	43758	43925	44091	46269	46545	46821	47096	47925	48475
3	43795	46602	46767	46935	49409	49686	49961	50237	51064	51615
4	46349	49444	49609	49776	52538	52813	53090	53365	54194	54745
5	48897	52290	52454	52620	55680	55957	56232	56508	57335	57885
6	51456	55137	55301	55469	58817	59093	59369	59646	60473	61024
7	54006	57972	58138	58301	61937	62214	62490	62764	63592	64144
8	56553	60817	60981	61145	65077	65353	65630	65905	66733	67285
9	59106	63660	63825	63990	68212	68489	68765	69041	69867	70418
10	72353	78302	78475	78649	84251	84541	84828	85119	85984	86563

**APPENDIX A**

**SALARY SCHEDULE  
2008 – 2009**

STEP	BA	BA + 18	BA + 24	BA + 30	MA	MA + 10	MA + 20	MA + 30	ED SPEC	DR
0	39712	42009	42178	42345	44302	44584	44867	45151	45999	46565
1	40249	42631	42801	42965	45016	45293	45573	45850	46687	47243
2	41663	44196	44364	44532	46732	47010	47289	47567	48404	48960
3	44233	47068	47235	47404	49903	50183	50461	50739	51575	52131
4	46812	49938	50105	50274	53063	53341	53621	53899	54736	55292
5	49386	52813	52979	53146	56237	56517	56794	57073	57908	58464
6	51971	55688	55854	56024	59405	59684	59963	60242	61078	61634
7	54546	58552	58719	58884	62556	62836	63115	63392	64228	64785
8	57119	61425	61591	61756	65728	66007	66286	66564	67400	67958
9	59697	64297	64463	64630	68894	69174	69453	69731	70566	71122
10	73077	79085	79260	79435	85094	85386	85676	85970	86844	87429

**APPENDIX A**

**SALARY SCHEDULE  
2009 – 2010**

STEP	BA	BA + 18	BA + 24	BA + 30	MA	MA + 10	MA + 20	MA + 30	ED SPEC	DR
0	40109	42429	42600	42768	44745	45030	45316	45603	46459	47031
1	40651	43057	43229	43395	45466	45746	46029	46309	47154	47715
2	42080	44638	44808	44977	47199	47480	47762	48043	48888	49450
3	44675	47539	47707	47878	50402	50685	50966	51246	52091	52652
4	47280	50437	50606	50777	53594	53874	54157	54438	55283	55845
5	49880	53341	53509	53677	56799	57082	57362	57644	58487	59049
6	52491	56245	56413	56584	59999	60281	60563	60844	61689	62250
7	55091	59138	59306	59473	63182	63464	63746	64026	64870	65433
8	57690	62039	62207	62374	66385	66667	66949	67230	68074	68638
9	60294	64940	65108	65276	69583	69866	70148	70428	71272	71833
10	73808	79876	80053	80229	85945	86240	86533	86830	87712	88303

## APPENDIX B

### 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.