
Master Contract

between the

Farmington Board of Education

and the

F.E.A., MEA/NEA

2007 – 2010

Farmington, Michigan

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AGREEMENT

This AGREEMENT, made and entered into March 4, 2008 between the BOARD of EDUCATION of the FARMINGTON PUBLIC SCHOOL DISTRICT, Oakland County, Michigan (hereinafter referred to as the "Board"), and the FARMINGTON EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

WITNESSETH

WHEREAS, both parties recognize the value of maintaining good relationships between the administration and faculty, and

WHEREAS, the Board and the representative of the teaching personnel - Farmington Education Association - have a statutory obligation pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain in good faith with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this AGREEMENT,

In consideration of the following mutual covenants, IT IS HEREBY AGREED as follows:

ARTICLE I – RECOGNITION

- A. The Board recognizes the Farmington Education Association as the exclusive and sole bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all certified teaching personnel under contract, including: Summer School and Driver Education teachers, coordinators, music, art, occupational and physical therapists, nursing arts teachers, psychologists, school social workers, other special education teaching personnel, preschool developmental teacher, counselors, department chairpersons, permanent substitutes, but excluding: Substitute teachers (other than permanent substitutes), Adult Education teachers, the Superintendent, Assistant Superintendents, Business Manager, Directors, Principals, Administrative Interns, Administrative Assistants, and all other supervisory and executive personnel within the meaning of the Public Employment Relations Act.
- B. Teachers on leave, under contract, shall be governed by the provisions of this Agreement, unless otherwise specified in this Agreement, including the obligation to render dues or an equivalent service charge under the provisions of "D" below, and such teachers shall continue to be considered within the bargaining unit.
- C. The Board agrees not to negotiate with any teachers' organization other than the Farmington Education Association for the duration of this Agreement.

ARTICLE I – RECOGNITION (continued)

- D. 1. Except as provided elsewhere herein, each bargaining unit member, including leave teachers, shall as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "policy regarding objections to political - ideological expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

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

2. Pursuant to Chicago Teachers Union v Hudson, 106 S CT 1066 (1986), the Association has established a "policy regarding objections to political - ideological expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-association bargaining unit members. The remedies set forth in the Association policy in D.1. above shall be exclusive, and unless and until such procedures including any administrative or judicial review thereof, shall have been availed and exhausted, no dispute claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to any other administrative or judicial procedure. No dispute, claim or complaint by bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement.
3. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to nonmembers along with other required information may not be available and transmitted to nonmembers until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment or nonpayment of the representation fee by nonmembers shall be activated thirty (30) days following the Association's notification to nonmembers of the fee for that given school year.
- E. Effectiveness of this provision will not be applicable to, nor will it cover teachers who were in the employ of the Board and have neither joined the Association, nor paid an equivalent service charge prior to the 1970-71 school year.

ARTICLE I – RECOGNITION (continued)

F. Exceptions to Section D, above, shall be:

1. Anyone not covered by the collective bargaining agreement.
2. Teachers on layoff pursuant to Article XII.
3. Teachers hired during the school year shall be required, as a condition of employment within thirty (30) days from the date of commencement of duties, to tender (through direct payment or deduction authorization) only a pro rata amount of the membership dues or service charge. Such pro raturum shall be based on a maximum of ten (10) months (school year), and the number of months remaining in the school year.

G. In the event teachers do not tender their payment of dues or service charge directly to the Association, they may execute a written authorization to the Board for deductions from their pay. Authorizations once filed with the Board's Business Office shall continue in effect until revoked by the teacher, on a form available from the Association, and filed with the Board's Business Office. A revocation filed after September 1 of any year shall not be effective until the first paycheck due in the following school year.

The deductions permitted under the authorization shall be:

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

H. The procedure for deduction shall be:

1. Individual authorization forms are to be furnished by the Association and when executed, filed by it with the Board's Business Office.
2. Authorizations must be filed with the Board's Business Office one (1) week prior to the second scheduled payday of the month the first deduction is to be made.
3. Dues shall be deducted in an equal amount from one (1) regular paycheck each month, for ten (10) months, beginning in September and ending in June each year.
4. The Board will reimburse any teacher for deductions made in excess of the proper deductions, unless the dues have been transmitted to the Association, in which case the Association agrees to reimburse the teacher.
5. The Association will, at least fifteen (15) days prior to the beginning of each school year, give written notification to the Business Office, of the amount of its authorized dues and service charge, and those authorized by the Michigan Education Association and the National Education Association, which are to be deducted in that school year under such authorization. The amounts of the deduction for such dues are not subject to change during that entire school year.

ARTICLE I – RECOGNITION (continued)

- H. 6. Dues deducted shall be transmitted to the Association on a prompt basis, but not less than monthly, along with an alphabetical list of employees from whom deductions are made. The Association will be responsible for disbursement of the Michigan Education Association and National Education Association dues paid to it, to the Treasurer of those organizations.
- I. If any court of competent jurisdiction from which there has been no final appeal holds that an "agency shop" clause is invalid, illegal, or unconstitutional, or, if the state legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this Article does not conform to or with), this Article shall be modified to the extent required to conform.
- J. 1. As a condition of the effectiveness of this Article, the Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of Agreement.
2. The Association further agrees to indemnify the Board for any cost or damages, including unemployment compensation, which may be assessed against the Board as the result of said suit or action, subject, however, to the following conditions:
- a. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 - b. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the Article or the defense, which may be assessed against the Board by any court or tribunal.
 - c. The Association shall notify the Board of the Association's attorney, and the Association's attorney shall consult with the Board's attorney as to all phases of the suit or action.
 - d. The Association shall have the right to compromise or settle any claim made against the Board under this Article.
- K. Definitions:
- 1. The term "teacher", when used in this Agreement, shall refer to all employees represented by the Farmington Education Association in the bargaining unit as above defined.
 - 2. The terms "Board" and "Association" shall include authorized officers, representatives, and agent.
 - 3. Whenever the phrases "in the opinion of", "at the discretion of", "as determined by", "at the will of", or similar terms are used, it shall be understood to confer responsibility for the decision without precluding a grievance based on an arbitrary or capricious decision.

ARTICLE I – RECOGNITION (continued)

- K. 4. A permanent substitute shall be defined as a substitute teacher who has taught for sixty (60) consecutive school days in one (1) specific teaching position during the absence of the regularly assigned teacher.
- a. The Board shall notify the Association when a substitute has taught sixty (60) consecutive days in one (1) specific teaching position, or one hundred fifty (150) days in a school year.
 - b. The Board agrees to deduct professional dues or an equivalent fee, on a pro rata basis, for the remaining time that the permanent substitute continues in that same assignment.
 - c. A permanent substitute who is subsequently contractually employed by the Board in a regular teaching assignment will receive teaching experience credit on the appropriate salary schedule for the experience gained as a permanent substitute within the District.
 - d. In the event that a permanent substitute is subsequently contractually employed by the Board in a regular teaching assignment, experience gained as a permanent substitute shall also count in determining the teacher's tenure and seniority date, unless there is a break in service.

ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Association and its members shall continue to have the right of using school building facilities for meetings, in accordance with existing Board policies, as spelled out in the permit to use the building. A permit to use the building shall be secured at least twenty-four (24) hours in advance. Small committee meetings or building meetings of the F.E.A. may be held without a permit, providing they do not interfere with or disrupt school operations. No meeting shall be held at any time other than during the normal working hours of the building custodian and/or janitor, except by permission of the Board and payment of the cost involved.
- B. 1. Membership insignia or pins appropriate for normal wear may be worn by members of the Association.
2. The Association shall be provided adequate bulletin board space in a place readily accessible to teachers in each school building for the posting of notices and other material relating to the official business of the Association. The Association building representative shall have the responsibility for the placing of such materials and the content thereof.
3. The Association shall continue to have the right to place materials relating to the official business of the Association in the teachers' mailboxes. The Association building representative shall have the responsibility for placing of such materials and the content thereof.
4. All Association materials posted or placed in teachers' mailboxes shall be identified as to its source.
5. Pupils shall not be involved in the delivering of Association communications. It is understood that the use of communication media shall not interfere with regular school business.

ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES (continued)

C. It is the responsibility of the Association to honor written Board policies and written administrative regulations not in conflict with the provisions of this Agreement.

- D. 1. Association officials who are not employees of the District shall be permitted to visit school premises to transact official Association business, provided they first report to the Principal's office (or other Board representative in appropriate instances) upon entry, and secure permission from the Principal (or other Board representative). Permission shall not be withheld if the Association official's visit will not interfere with or disrupt school operations.
2. With advance notice, any Association member may leave their building at the conclusion of the student's day for Association meetings, provided that this leaving does not interfere with nor disrupt school operation.

These meetings shall be the following:

- a. F.E.A. Representative Assembly.
 - b. Committees set up in cooperation with the Board or administration.
 - c. F.E.A. general or bargaining unit meetings, not to exceed five (5) in any year.
 - d. Any F.E.A. committee meeting, provided the teacher gives notice to the Principal prior to the committee meeting they are attending.
3. Association business may be conducted during working hours, provided it does not interfere with nor disrupt school operation. Such business should be reasonable in length and should not interrupt classes. School telephones may continue to be used for Association business, providing such use does not interfere with nor interrupt school business.
- E. The Association agrees that it shall continue to admit all teachers to its membership without discrimination by reason of race, color, religion, creed, sex, sexual orientation, national origin, handicap, marital status, height, weight, or age, and to represent equally all teachers without regard to membership or participation in or association with the activities of any other teacher organization.
- F. 1. The Board will make available to the Association all public information, including the following (which shall be sent to the Association when they become available):

- a. Agendas and minutes of all Board meetings.
- b. Annual and monthly financial reports and audits.
- c. Budgets and budget revisions.
- d. Student membership and census data.
- e. Projected data: Financial resources and school population.
- f. Board Policies and By-laws.

ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES (continued)

- F. 2. The Board will make available to the Association, as soon as possible, and no later than the end of the second (2nd) week of school, the names of teachers in the bargaining unit and the building to which they are assigned. Changes throughout the year shall be made available to the Association at the end of each month.

- G. 1. The Board will give the Association and individual teachers a reasonable opportunity to express their views before the Board takes final action on the following matters:
 - a. Proposed Referenda on Operating Millages.
 - b. Proposed Referenda on Bond Issues.
 - c. Proposed major revisions of education policy and curriculum.

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

- H. 1. The Board shall provide, at no cost to the Association, released time for Association business as approved by the Association President, provided that the notice for leave has been submitted to the Personnel Office in advance, with a copy sent to the building Principal.

- 2. When these days accumulate beyond thirty-five (35) in any school year, the Association will reimburse the District for the substitute's pay, if a substitute is provided. Once a year, six (6) delegates will be released to attend the MEA Representative Assembly, without charge to the Association or the individual. If the Association does not use all of its allocated Association Days by the end of the contract year, it will be permitted to carry over the unused portion, to be used in the next fiscal year.

ARTICLE III - TEACHER RIGHTS AND RESPONSIBILITIES

- A. Individual teachers shall have the right to use school building facilities for meetings at all reasonable hours, in accordance with existing Board Policies. A permit to use the building shall be secured at least twenty-four (24) hours in advance in each instance.

- B. 1. The Board will continue to apply the provisions of the Agreement without regard to race, color, religion, creed, sex, sexual orientation, national origin, disability, marital status, height, weight, or age.

- 2. Anti-Harassment

An environment of mutual respect for the rights and dignity of others must prevail if the Farmington Schools are to fulfill their educational purposes. Staff and Board of Education Members are encouraged to form, hold, and express their own beliefs and opinions. However, a Staff or Board Member's exercise of free expression must not interfere with the acknowledged rights of students, staff, Board Members, and other personnel to be free from derogatory or other objectionable conduct of a physical or verbal nature, based upon religion, race, color, national origin, age, sex, height, weight, marital status, sexual orientation, or disability where such conduct has the purpose or effect of substantially interfering with said person's employment or education, or creating an intimidating, hostile or offensive employment or educational environment.

ARTICLE III - TEACHER RIGHTS AND RESPONSIBILITIES (continued)

- B. 2. Any such conduct shall be considered harassment. It is the Policy of the School District to provide students, staff, Board Members, and other personnel with an atmosphere which is free from any form of harassment. Harassment of any kind by a supervisor, Board Member, or employee of the School District will not be tolerated. Swift, appropriate, and firm disciplinary action will be taken against any school District employee or Board Member found to have violated this policy against harassment. Based upon the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination.
3. Reporting Procedures – See Appendix D
- C. It is the written responsibility of all teachers to honor written Board policies and written administrative regulations not in conflict with the provisions of this Agreement.
- D. 1. All teachers shall be required to report an impending absence no later than one (1) hour before the scheduled reporting time. A telephone number for the automated system, as well as directions for the use of the system, shall be provided to all teachers. Selection of a type of absence does not negate any other mandated requirements for authorization or pre-approval that may otherwise exist.
2. In each school, the Principal and staff will develop a procedure so that the Principal will know, at the beginning of each school day, if a group of students is unsupervised.
3. It is the teacher's responsibility to have adequate, written, lesson plans available for the next school day. The written lesson plans will be prepared in a book provided by the Board of Education. These plans or alternative plans will be available for the substitute teacher in the classroom. At the conclusion of the school year, the teacher agrees to retain the lesson plan book and make it available to the Administration, upon request, through September 30th of the next school year. The Administration will continue to encourage long-range planning by the teacher.
4. The District and Association agree that teachers will work collaboratively in order to develop common assessments and analyze student achievement data with the goal of improving student learning.
5. If the length of the anticipated absence needs to be extended, and if the teacher wishes to retain the same substitute teacher, he/she should call the site's secretary as soon as possible. It is the responsibility of the teacher to record the job number for his/her absence.
6. If the length of the absence is shorter than originally prearranged, the teacher will call his/her building to cancel or modify the substitute status. Such call must be made no later than one hour prior to the end of the day preceding the day the teacher is planning to return.
7. The Board will attempt to provide substitutes for all teachers except: coordinators, counselors, special education itinerant personnel, and reading specialists. It is understood that a classroom position will be filled by a substitute teacher first.
- E. In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Farmington Public School District that:
1. Upon initial employment, employees shall provide, by certification of their private physician, evidence of:

ARTICLE III - TEACHER RIGHTS AND RESPONSIBILITIES (continued)

- E. 1. a. Such state of health that they are able to attend to their assigned duties without undue absence during the ensuing year.
 - b. Freedom from active tuberculosis and other communicable diseases.
- 2. The employee will show evidence of continued freedom from active tuberculosis by either a tuberculin skin test or a chest x-ray, if required by state regulations.
- 3. Teachers recognize they must comply with state health regulation.
- F. 1. In any situation (such as severe weather, etc.), when in the opinion of the Superintendent of Schools it is necessary to discontinue regular classes for pupils in the entire District, information will be provided through designated radio stations as soon as possible. Teachers will not be required to report in the event of District-wide closing.
- 2. In the event the Superintendent of Schools determines that an individual building is not accessible, or is unsuitable for occupancy because of heating-plant failure or health problems, students will be notified not to report through designated radio stations. In the case of an individual building closing, teachers either will be notified where to report or not to report, and the Association will be advised of the Superintendent's decision as soon as possible.
- G. Teachers who are unable to attend school due to weather problems in their home area will be charged a personal business day if every attempt has been made to attend school. In the event a personal business day is not available for the teacher's use, the teacher may use a sick day. If neither a sick day or a personal day are available, the teacher will be charged the cost of the substitute.
- H. 1. It is the responsibility of teachers to be properly certified and meet all of the qualifications of the position for which they are employed.
- 2. It will be the responsibility of teachers to notify the District and Association as soon as possible of any change of name, address or telephone number following initial employment or while on a leave of absence.
- I. Any and all responsibilities related to the submission of state, county, and School Board reports will be accomplished apart from classroom instructional time.
- J. Factual information in possession of the Board which involves a teacher shall, upon the written request of the teacher, be made available to said teacher and the Association, if the teacher so requests.
- K. Failure to provide adequate notice consistent with Article VII.E. will result in the loss of part of the retirement benefit provided by the District.

ARTICLE IV - BOARD RIGHTS AND RESPONSIBILITIES

- A. 1. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of Michigan and of the United States, including the foregoing, but without limiting the generality of: the determination and administration of educational policy; the

ARTICLE IV - BOARD RIGHTS AND RESPONSIBILITIES (continued)

- A. 1.(con't) operation of the school; the management and control of school properties, facilities, grades and courses of instruction; and the selection, direction, transfer, promotion, discipline, or dismissal of the personnel.
- 2. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, and the adoption of such rules, regulations, and policies, as it may deem necessary, shall be limited only by the terms of this Agreement.
- B. It is mutually agreed that the Board retains the right to establish and equitably enforce reasonable rules and regulations which relate to the professional duties of the teacher. Copies of these rules and regulations will be made available upon request to the Association.
- C. The Board and the Association agree that the atmosphere of academic freedom which has prevailed in the Farmington Public School District should be continued as a means of fostering good teaching and learning. Academic freedom will exist subject to the curriculum established by the Board of Education.
- D. The Board shall provide the Association with a copy of all job descriptions of members in the bargaining unit on or before September 15, or as they are prepared.
- E. The Board, in cooperation with the Association, will actively seek minority group personnel, thereby insuring multi-ethnic representation on the school staff.

ARTICLE V - WORKING AND TEACHING CONDITIONS

A. Working Conditions

- 1. a. The regular working day, including lunch period, shall be seven (7) hours and fifteen (15) minutes, except for teachers assigned to elementary school(s) who will have a seven (7) hour and thirty (30) minute regular working day. Unless otherwise specified in this agreement, this time will be scheduled by the building principal for: classroom instruction of students, preparation and planning, conferences with parents and students, supervision of students, and staff meetings. When staff at the site propose that a change needs to occur in how that time is scheduled and the principal agrees, they will work collaboratively to address the issue. The Association will be notified and provided the opportunity for input. No change will occur unless a majority of the staff that is affected is in agreement. In addition, any change implemented at an individual site will not conflict with any provision of this agreement nor will it be precedent setting for other sites. Furthermore, District-wide initiatives that are not in violation of this agreement will be implemented as approved by the Board of Education
- b. The starting and ending times of teachers shall not be altered without giving the Association an effective voice in the decision.
- c. Parent-Teacher Conferences
 - 1) The following number of parent-teacher conferences will be required annually:

Kindergarten	-	Five (5) conferences per session
Grades 1-5	-	Five (5) conferences

ARTICLE V - WORKING AND TEACHING CONDITIONS (continued)

- A. 1. c. 1)(con't) Middle School - Three (3) conferences
- High School - Three (3) conferences

All conferences sessions will be scheduled in three (3) hour increments.

- 2) It is understood that classroom teachers will be available to meet with the parents of all students enrolled in their classes during the allocated fall conference schedule. In the spring, the allocated conference schedule will be utilized by classroom teachers to meet with those parents with whom the teacher determines it is necessary to meet, taking into account the academic, social and emotional needs of their individual students, and with those parents who request a conference. Teachers will provide conference schedules to their supervisors upon request. All teachers will be present during the allocated fall and spring conference schedules unless they are ill, experience a personal emergency, or alternative arrangements are made with the approval of their principal/supervisor.

d. Professional Development Hours

The District will offer, and all teachers will participate in, professional development opportunities as required in Section 380.1527 of the Michigan Revised School Code. This professional development may be a combination of district-wide, building level and teacher selected inservice. Teachers are responsible for documenting these hours using the district's online process. Teachers are encouraged to log professional development hours online as they complete them throughout the year. The District will consider providing opportunities for teachers to earn State Board Continuing Education Units (SB-CEU's).

- 1) The professional development hours required of part-time/shared time teachers will be prorated (ex: a half-time (.5) teachers will complete one half (1/2) the hours required of a full-time teacher).
- 2) Teachers who are hired after the beginning of the school year will complete the professional development hours offered by the District subsequent to their date of hire. Teachers who are not at work due to FMLA or extended sick leave will complete the professional development hours offered by the District subsequent to their return.
- 3) In the event that the state reduces the requirements for staff development days, teachers will be required to complete a maximum of twelve (12) hours of training per year, which will include the District in-service day (six hours) and six (6) additional hours.
- 4) Failure to comply with the above annual requirement may result in the docking of one hour's pay for each hour of building and teacher choice inservice that is not completed and/or disciplinary action.
- 5) As permitted by law, thirty-eight (38) hours of qualified professional development offered by the district will be counted as student instructional time as agreed to by the parties as part of the school calendar but not to exceed the extent allowed by law (State School Aid Act).

ARTICLE V - WORKING AND TEACHING CONDITIONS (continued)

- A. 1. d. 6) All teachers will engage in six (6) hours of self-selected professional development aligned with Michigan Department of Education (MDE) guidelines outside their regular work day. Teachers are responsible for documenting these hours using the District's online process not later than May 31st. Teachers are encouraged to log professional development hours online as they complete them throughout the year. Failure to comply with this requirement will result in the docking of one hour's pay for each hour of self-selected professional development that is not completed.
2. a. Any teacher who is assigned or volunteers to supervise student activities outside the teacher's regular work day shall be paid at a rate set forth in Appendix B. Such assignments shall include:
- 1) Dances.
 - 2) Grade or class parties (that are scheduled beyond the regular work day of teachers).
 - 3) Athletic events or programs.
 - 4) Music and art programs.
 - 5) Dramatic productions.
 - 6) Student fairs.
 - 7) Club-sponsored events, excluding regular club meetings and trips.
 - 8) Test proctor (Saturday Testing Program).
 - 9) Commencement exercises (except senior class sponsor).
 - 10) Bus supervision after the teacher's regular workday.
 - 11) Emergencies as determined by the administration.
- b. Such assignments shall be offered to the members of the bargaining unit first. Such assignments may be filled by persons outside the bargaining unit, if no teacher volunteers are available. The rate for such persons outside of the bargaining unit will be determined by the Board.
- c. Payment for such activities shall not be funded from the student organization finances.
3. a. The teachers recognize that their responsibilities to their students and profession require the performance of duties that involve the expenditure of time beyond that of the regular working day. Among these responsibilities and duties are the following:
- 1) Daily preparation for effective teaching.
 - 2) Correcting student written work, including examinations.
 - 3) Attending faculty meetings.0.0.

ARTICLE V - WORKING AND TEACHING CONDITIONS (continued)

- A. 3. a. 3) a) Building meetings, as necessary, for the efficient functioning of the educational program of the school.
 - b) System-wide meetings, when necessary, for the efficient functioning of the educational program of the District, including grade level and departmental meetings.
 - c) In elementary schools, no more than ten (10) mandatory staff meetings per year may be held, except in an emergency. The building administrator may schedule additional meetings but must indicate with the notification that attendance is optional.
- 4) Annual Open House or Curriculum Night.
 - 5) Teachers will confer with parents at times other than formal reporting periods, preferably in accordance with their scheduled workday and during their conference period.
 - 6) The teacher occupying a split school assignment will be responsible for attending building meetings on an alternating basis and open house only at the school where the teacher completes the afternoon portion of their assignment.

A kindergarten teacher with a split assignment may be required to attend both open houses but will be paid the extra duty rate for attending the second.

- b. Participation by teachers in activities of the school that are attended by the public; e.g., P.T.A. meeting, and student performances and activities, is desirable and shall be encouraged by the Association.
- 4. It is agreed that, upon reasonable request of a teacher in situations or for purposes which cannot be accomplished at any other time, the principal may permit a teacher to leave the building during the regular working day other than at times when the teacher is directly involved in the instruction of children, and providing the teacher's absence from the building in no way interferes with the normal operation of the school.
 - 5. Lunch Period:
 - a. Elementary: Elementary teachers shall be provided with a duty-free, continuous lunch period of at least sixty (60) minutes.
 - b. Middle School and High School: Each middle school and high school teacher will have a duty-free, continuous lunch period of at least thirty (30) minutes.
 - c. Teachers in the building during the lunch period shall continue to respond to emergency situations as they may occur from time to time.

ARTICLE V - WORKING AND TEACHING CONDITIONS (continued)

A. 6. Conference and/or Preparation Periods:

- a. Middle School and High School: Each middle school and high school teacher shall be scheduled with a conference and/or preparation period, equivalent to a regular class period, each day, except that from time to time this period may be used for assembly programs.
 - b. Elementary: Elementary teachers may use, for conference and/or preparation, time during which their entire class is receiving instruction from other personnel.
 - c. 1) a.) The District will provide a minimum of two hundred (200) minutes per week for classroom teachers to conference and prepare.
b.) The aforementioned minimums shall be provided via the utilization of special service personnel. In no event shall shared recess be utilized to achieve the aforesaid standard.
c.) (1.) In the event the District fails to provide 200 minutes of planning time per week as set forth in Article V.A.6.c.1.)a.) due to the unavailability of a substitute(s) for special services teacher(s), deferred planning time will be provided. When a teacher or group of teachers decides to use the accumulated deferred planning time, that teacher or group of teachers will meet with the principal to reach mutual agreement on a day to be scheduled. In the event a substitute teacher is employed, the teachers seeking the deferred planning time and the principal will attempt to schedule the time in the most effective manner possible.
(2.) The teacher or group of teachers will be required to report to the school site, unless prior arrangements have been made with the building principal. The teacher will not be required to utilize the planning time in his/her classroom.
(3.) At the end of the school year, teachers will carry over unused deferred planning time to the next school year. In the case of teachers who resign, retire, or go on leave of absence, the district will compensate those teachers according to the formula specified in Article V.B.13.a.1.) if the deferred planning time cannot be arranged prior to their departure.
- 2) The District will attempt to provide the two hundred (200) minutes per week set forth for classroom teachers in 1)a) above, for non-classroom teachers. Non classroom teachers will include, but will not be limited to resource room ,learning center/reading recovery, media specialists, art, music, physical education, foreign language, Delta, science, SOS Facts Coordinators, and SMI/SXI located at elementary schools. To the extent possible, the District will attempt to schedule

ARTICLE V - WORKING AND TEACHING CONDITIONS (continued)

A. 6. c. 2)(con't) the above conference time in blocks of fifteen (15) minutes or more.

7. Instructional Time

Total instructional time at all levels will be provided consistent with the requirements established in law. It is understood that the total hours required may vary during the length of the contract.

8. Due to the need for summer counselor services at the secondary level, one (1) counselor will be scheduled for up to fourteen (14) days at each high school and eight (8) days at each middle school. The building administration 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 all 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 two (2) 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.

B. Teaching Conditions:

1. The Board agrees to provide, and the teacher agrees to take reasonable care of, the following:

- a. Storage space for teachers, closet space for teachers to store personal belongings, and storage space in classrooms for instructional materials.
- b. Chalkboard/white board space in classroom.
- c. Copies of texts used in courses teachers are to teach, for their use.
- d. Dictionaries in classrooms where needed.
- e. Attendance books, papers, pencils, and the like required in daily teaching, in reasonable quantity.
- f. Keys to a locked personal storage space for each teacher.
- g. Filing space.
- h. Forms consistent with the Master Agreement.

2. The Board agrees to continue to work toward providing instructional space in school buildings for itinerant personnel. Such space will be scheduled and posted by the building principal, prior to special service personnel entering the building to meet with students.

ARTICLE V - WORKING AND TEACHING CONDITIONS (continued)

- B.
3. Faculty work areas shall continue to be made available to the staff which contain duplicating equipment, and supplies to aid teachers in preparation of instructional materials.
 4. Clerical personnel shall also continue to aid teachers as arranged between principal and staff.
 5. One teacher paraprofessional will be provided per elementary building for kindergarten and grade one teachers. Teacher paraprofessional hours will be allocated according to a District-established formula that is uniformly applied in all buildings. Substitutes for paraprofessionals will be provided once a paraprofessional has been absent two (2) consecutive days. For all known long term absences, the District will provide a substitute on the first day of absence. The District will work to increase the pool of paraprofessional substitutes, including encouraging teacher substitutes to also work as paraprofessional substitutes when not substituting for a teacher. It is understood that the priority for filling substitute paraprofessional positions will be in the following order: special education, literacy, and classroom positions. In an attempt to help substitutes feel more comfortable in their role, the District will provide meaningful training opportunities, particularly for special education and literacy substitute paraprofessionals.
 6. The Board will provide, in each school:
 - a. Lunchroom facilities for the staff.
 - b. A room to be used as a staff lounge, the room to be appropriately furnished and ventilated by a fan.
 - c. Staff restrooms (men and women separate), which do not open directly on the staff lounge or work area.
 7. Private telephone facilities shall be made available to teachers for their reasonable use. No long distance call will be charged to the District without the permission of the building principal or supervisor.
 8. The Board agrees to supply and maintain, and the teacher agrees to reasonably take care of, appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, current periodicals, standard tests, questionnaires, and similar materials in reasonable quantities. Likewise, the Board agrees to keep the schools properly equipped and maintained.
 9. Upon the request of the staff in each building, vending machines will be installed in the staff lounge. The proceeds shall be placed in an internal revolving account fund, separate in each building. The funds may be used at the discretion of the staff in each building.
 10. The Board shall make every effort to provide and maintain adequate off-street parking facilities at each building, and adequate access from the parking lot to the building.
 11. Teachers will not be required to work under unsafe or hazardous conditions, as determined by the immediate supervisor. In an extreme emergency preventing determination by the supervisor, the teacher will make the decision, but will report such decision to the supervisor or the Superintendent's office as soon as possible.

ARTICLE V - WORKING AND TEACHING CONDITIONS (continued)

- B. 12. Teachers shall not be required to drive school buses as part of their regular or special assignment.
13. a. Teachers will not be used as substitute teachers except in the following cases:
- 1) Secondary teachers shall not be required to act as a substitute teacher unless volunteers are not available during their conference periods. They will be paid 95% of the BA minimum hourly rate, computed to the nearest quarter (1/4) hour. It is further understood that secondary teachers who substitute a full class period will be paid for a minimum of one (1) clock hour. For substitute payment during block scheduling, refer to Appendix J.5. Such assignments will be rotated among teachers available during a particular conference period.
 - 2)
 - a) An elementary classroom teacher will not be required to supervise two classes at the same time except in the case of an emergency of less than 15 minutes.
 - b) In the event a substitute teacher cannot be provided for an elementary classroom teacher, the class will be covered by either the administrator or a nonload-bearing teacher.
 - c) A nonload-bearing teacher will be paid according to Article V. B. 13.a. 1) in the event they are called on to substitute for a classroom teacher.
 - 3) In the event teachers return from leave and no position exists for which they are qualified according to the provisions found in Article VIII, they will be offered a regular teaching contract as a substitute.
 - 4) Teachers newly hired to the District with such an understanding may be offered a regular teaching contract as a substitute until a position for which they are qualified becomes available.
 - 5) Upon agreement of the teacher, Board and Association, a teacher may be offered a regular teaching contract as a substitute for a period not to exceed one (1) year. Upon expiration of the agreed-to duration of assignment, the teacher will have all those rights incurred in Article XI.C.7.
 - 6) In the event a school is open for teachers, but closed for students; or when a teacher who is normally scheduled with students at a given time is without students, the teacher may volunteer to act as a substitute teacher; however, the above rate will not apply.
- b. It is hereby recognized by the Board and the Association that the above exceptions constitute the only instances where teachers shall be used as substitute teachers.
14. a. The principal at each high school may post a position(s) to determine if any teacher is willing to supervise the cafeteria during his/her lunch or conference period. However, the use of teachers will not preclude the use of paraprofessionals if needed by the administration.

ARTICLE V - WORKING AND TEACHING CONDITIONS (continued)

- B. 14. b. The position(s) will be offered on a trimester basis to the applicant(s) with the highest seniority. If there are no applicants for the position on a full-time basis, the position may be offered to the highest senior teachers on a shared-time basis.
- c. If a teacher chooses to withdraw from the position prior to the end of the trimester, the position will be offered to the next highest senior teacher who applied for the position.
- d. Teachers who apply for this position will be paid 95% of the BA minimum, paid to the nearest quarter hour.
15. a. The principal at each middle school may post a position(s) to determine if any teacher (includes all FEA building staff) is willing to supervise the cafeteria during his/her lunch or conference period. However, the use of teachers will not preclude the use of paraprofessionals if needed by the administration.
- b. The position(s) will be offered on a trimester basis to the applicant(s) with the highest seniority. If there are no applicants for the position on a full-time basis, the position may be offered to the highest senior teachers on a shared-time basis.
- c. If a teacher chooses to withdraw from the position prior to the end of the trimester, the position will be offered to the next highest seniority teacher who applied for the position.
- d. Teachers who apply for and fill this position will be paid 95% of the BA minimum, paid to the nearest quarter hour.
- e. If there are no volunteers from within the FEA staff assigned to that building, the principal may assign a guidance counselor(s) to supervise the lunchroom for up to one class period of time per counselor. Such counselors will also be paid according to d. above.
- C. A communicable disease review committee including a minimum of two (2) Association Representatives will meet annually to review Board policy and recent information on communicable diseases. Any recommended changes in Board policy will be forwarded to the Superintendent for action.
- D. The Board and Association recognize that teacher involvement and leadership is essential to improving student performance. Part of this involvement includes participation in site-based decision making, school improvement activities, NCA activities; except as limited below:
1. Participation beyond the regular workday is voluntary.
 2. Non-participation beyond the workday will not be used to negatively evaluate, discipline or discharge a teacher.
 3. The Master Agreement may not be modified in whole or in part except by mutual agreement by the Association and the Board.

ARTICLE VI - CLASS SIZE

A. Pupil-Teacher Ratio:

1. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall be lowered whenever possible, and to the extent feasible (taking into account the availability of qualified staff, facilities, funds, and state requirement). It is agreed that the following limits on class size represent desired objectives:
 - a. Elementary: Elementary load-bearing teachers will be assigned to elementary buildings in sufficient number, to keep the average per room in any one (1) building, twenty-eight (28) or under.
 - b. Secondary Staffing Formula: Secondary load-bearing staff in each building shall be determined by dividing the fall count day enrollment by 25.
2. If at any time it is found the elementary building average exceeds thirty-one (31), or the secondary staffing formula exceeds twenty-eight (28), one (1) of the following solutions will be established by the representative of the Board. In any case, the decision by the Board shall be final, as to which solution will be used.
 - a. Hire teacher paraprofessionals.
 - b. Rescheduling of students.
 - c. Additional teachers hired.
 - d. Teacher's and Association's consent.
 - e. Other solutions, as determined by the Board and Association agreement.

B. Elementary:

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

K - 3: 26	4 - 5: 27
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2.
 - a. Maximum class sizes may be exceeded only by joint Association-Board agreement or payment by the Board to the teacher of an amount equal to one-third (1/3) of the B.A. minimum salary divided by the maximum grade level size per trimester, or any portion thereof, for each student over the contractual elementary maximum.
 - b. Maximum class sizes for special services elementary classes, including art, vocal music, world language, and physical education may be exceeded only by joint Association-Board agreement or payment by the Board to the teacher of an amount equal to fourteen dollars (\$14) times the number of days per week the class is taught, per trimester or portion thereof, for each student over the contractual elementary maximum.
 - c. If a special education student is mainstreamed or a general education student is placed by administration into a classroom for less than a full day, thus causing the class size to exceed the maximum class size listed in B. 1. above, the Board will pay the teacher an amount equal to eighty dollars (\$80.00) per trimester, or portion thereof, for each student over the contractual elementary maximum, for each hour or portion thereof that the student is in the class.

ARTICLE VI - CLASS SIZE (continued)

- B. 3. The Board will be granted eight (8) full student days at the beginning of the fall trimester, and five (5) full student days at the beginning of the second and third trimesters to remedy any classroom which exceeds the elementary class size maximums.
- 4. Elementary teachers who are assigned to teach a combination class of two grade levels will be provided the opportunity for training preparation and planning during the summer. The training will be optional and will focus on topics such as, but not limited to, classroom management, and integration of curriculum. In addition, these teachers will be released for up to two days which are mutually agreeable to the building administrator, for the purpose of preparation, visitation to other sites, or additional training.

C. Secondary:

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

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

- b. The maximum number of secondary contacts may be exceeded only by joint Association-Board agreement, or payment by the Board to the teacher, of an amount equal to one hundred dollars (\$100.00) per trimester, or portion thereof, for each student over the secondary maximum student contact formulas.
- 2. Individual class sizes shall not exceed twenty-seven (27) at the 6th grade and twenty nine (29) at grades 7-12 excluding the following classes: band, physical education, orchestra, vocal music, and homeroom. Individual class size maximums at the secondary level may be exceeded only by joint Association-Board agreement, or payment by the Board to the teacher, of an amount equal to one hundred dollars (\$100) per trimester, or any portion thereof, for each student over the contractual secondary individual class size maximum.
- 3. The District will not make payment more than once for any individual student under the above formulas.
- 4. a. High School Class Size Adjustment Dates: The Board will be granted fifteen (15) school days at the beginning of the first trimester and ten (10) school days at the beginning of the second and third trimesters to remedy any classes which exceed either the maximum secondary student contact formula, or the individual secondary class size maximums.
- b. Middle School Class Size Adjustment Dates: The Board will be granted fifteen (15) school days at the beginning of the first trimester and ten (10) school days at the beginning of the second and third trimesters to remedy any

ARTICLE VI - CLASS SIZE (continued)

- C. 4. b.(con't) classes which exceed either class size maximums or the secondary student contact formula.
- D. Guidance Counselors:
 - 1. Middle School: Student-Counselor ratio will be no greater than 450:1.
 - 2. Senior High: Student-Counselor ratio will be no greater than 400:1.
- E. Work Stations:

The number of students assigned to work stations shall not exceed the number which the station is designed to serve.
- F. When it becomes necessary for a secondary teacher to have four or more preparations, the principal will discuss the situation with the teacher to explore options. Considerations include, but are not limited to:
 - 1. Alternative scheduling arrangements (preparation periods, lunch period, classes, trimester adjustments, etc.)
 - 2. Class size adjustments.
 - 3. Up to two (2) days of released time mutually agreed to with the building supervisor, for the purpose of preparation, visitation to other sites or additional training.
 - 4. Meeting with team or department to explore alternatives.

ARTICLE VII - COMPENSATION

- A. Compensation:
 - 1. The basic salaries of teachers covered by this Agreement are set forth in Appendix B, which is attached to, and incorporated in this Agreement. In addition, teachers who have acquired the National Board for Professional Teaching Standards Certification will receive an additional \$1,500 per year for each year the certificate is current.
 - 2. Upon initial employment in Farmington, teachers will be granted at least four (4) full years credit on the salary schedule (Step 4), as shown in Appendix B, for successful teaching experience prior to their appointment. In this experience, credit may be included, not to exceed two (2) years for successful military experience. Additional teaching experience credit beyond step four may be granted at the discretion of the Board.
 - 3. a. The teacher's daily salary shall be determined by dividing their annual salary by the appropriate number of workdays in each year of the agreement.
b. The teacher's hourly salary shall be determined by dividing their daily salary by 7.25 at the high school and middle school level and 7.5 at the elementary level.
 - 4. Teachers required to work beyond the regular work day as a result of an assignment in buildings with different starting and ending times will be compensated a pro rata share of the daily rate.

ARTICLE VII – COMPENSATION (continued)

- A. 5. Compensation for additional periods taught by secondary teachers shall be determined by dividing their annual salary by the number of teacher workdays listed on the calendars (Appendix A-1, A-4, and A-7), and dividing that result by the number of periods they have been assigned per day and multiplying that result times the number of workdays they are assigned the additional period.
6. If teachers' positions require them to work on a full-time basis prior to or after the regular school calendar, except as provided in V.A.8. for secondary guidance counselors, they will be paid at the rate determined by article VII.A.3. Any teacher on leave without pay will be deducted a daily rate determined by Article VII.A.3.
7. Teachers required to drive their automobiles in the course of their work shall receive a car allowance of thirty-five cents (\$.35) a mile. When the IRS approved rate exceeds thirty-five (\$.35) a mile, the teacher shall receive the IRS approved rate.
8. In order to qualify for a change to the following salary levels, BA + 18, BA + 24, BA + 30, MA, MA + 10, MA + 20, MA + 30, Ed. Spec. and Doctorate (as shown in Appendix B), the following conditions must be met:
- a. Only graduate or undergraduate hours earned at a university listed in the Michigan Department of Education Administrative Rules according to Article VII.A.8.b. will be counted toward a change in the above levels.
 - b. Semester hours credited other than graduate hours under Article VII.A.8.a. must be approved in advance by the Assistant Superintendent for Human Resources.
 - c. In order to qualify for an appropriate level change, a teacher will provide to the Human Resources Office an official transcript showing semester hours/degree earned pursuant to Article VII.A.8.a. or other documentation as approved by the District.
 - d. The district will provide compensation reflecting a level change on the second pay period falling within the school calendar following receipt of the documentation as set forth in Article VII.A.8.c. above. If the District receives the documentation after the second to the last pay date within the school calendar, payment reflecting the change will begin on the first pay of the next school year.
 - e. Upon written verification of National Board for Professional Teaching Standards certification, a teacher will receive the amount set forth in Article VII.A.
9. a. The Board agrees to make payroll deductions at the request, and by the authorization of any employee for:
- 1) United Profession Dues.
 - 2) Association Service charge, as defined in Article I-D.
 - 3) Voluntary miscellaneous deductions authorized by the teachers and Association in writing and planned by agreement with the Personnel Office.

ARTICLE VII – COMPENSATION (continued)

- A. 9. a. 4) Contributions for tax deferred annuities 403(b) plans and 457 plans.
- The 403(b) plan and 457 plan available through payroll deduction are not endorsed, guaranteed or recommended by the Board or Association. The decision to participate with any company is the employee's alone. The Board and Association shall be held harmless from any claim of liability associated with the availability or handling of these contributions.
- 5) Financial Institution deposits and payments.
- 6) Insurance premium payments (limited to those insurance programs available during the open enrollment period in September).
- 7) U.S. Savings Bonds.
- b. In addition, deductions from pay shall be clearly identified and itemized, in writing, on the check itself or any attached notice.
- c. Refunds for errors or over-deductions shall be made within four (4) weeks from the date the error or over-deduction is detected.
- d. 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.
10. a. Teachers may continue to elect the twenty-one (21) payroll date plan, or twenty-six (26) payroll date plan. Changes in plan may be made prior to the first day of August for the successor school year.
- b. Any teacher on a twenty-one (21) pay period may elect on the first (1st) payday of each school year to receive a one thousand dollar (\$1,000) advance upon written request prior to August 1st. The advance will be deducted from the teacher's annual salary and remaining salary will be paid over the remaining pay periods. There will be no deductions other than for State and Federal Income Tax, F.I.C.A., and M.I.P.
11. All teachers appointed to summer school positions will be compensated at 95% of the B.A. minimum hourly rate.
12. All teachers appointed to drivers' education classroom and range positions will receive compensation at 95% of the B.A. minimum hourly rate. Teachers appointed to behind the wheel positions will be compensated at one dollar (\$1.00) per hour less than classroom and range positions.
13. a. Department Chairpersons will be compensated at the rate of one-half of one percent (1/2%) of the B.A. minimum salary per full time member of the department, not to exceed thirteen (13) members, including the chairperson. An equivalent full time member of the department will be determined by

ARTICLE VII – COMPENSATION (continued)

- A. 13. a.(con't) dividing the total number of periods taught in that department, by the number of teaching hours assigned in the teacher's daily schedule.
- b. The Department Chairperson's Stipend for SCI/SXI will be determined by the following formula: number of teacher workdays X compensation determined in a. above.
14. a. Part-time teachers who work half (1/2) time or less will be granted one-half (1/2) year experience on the salary schedule.
- b. Part-time teachers who work more than half (1/2) time will be granted a full year of experience on the salary schedule.
15. If a teacher has been employed at least half the days plus one during the first half of the teacher work year, experience credit on the salary schedule will be given for that period. The same will hold true for the second half of the teacher work year.
16. Payment for teachers who are assigned to a two-building assignment and who travel between two (2) buildings during their conference or lunch periods:
- a. A teacher who travels between two high schools or a high school and a middle school or a high school and an elementary school, will be paid one-twenty-fourth (1/24th) of his/her annual salary. It is understood that this amount will be paid to the teacher if he/she has less time than the total of a high school lunch and conference period (85 minutes total) to travel between two high schools or between a high school and a middle school, or between a high school and an elementary school.
- b. A teacher who travels between two middle schools will be paid one-twenty-eighth (1/28th) of his/her annual salary if he/she has less time than the total of a middle school lunch and conference period (75 minutes total) to travel between the two middle schools.
- c. An elementary classroom teacher traveling between two elementary schools will be paid one-twenty-eighth (1/28th) of his/her annual salary provided he/she has not received compensation under A.1.a.above.
- d. A teacher who travels between a middle school and an elementary school will be paid one-twenty-eighth (1/28th) of his/her annual salary if he/she has less time than the total of an elementary lunch and conference period (90 minutes) to travel between the two schools.
- B. Fringe Benefits: The Board shall provide the following level of benefits listed below.
1. Term Life:
- a. The Board will provide for each teacher, life insurance protection including accidental death and dismemberment, and waiver of premium for up to two years of disability, in the amount of fifty thousand dollars (\$50,000).
- b. The life insurance policy will include a 30 day conversion right upon termination of employment. Any employee may elect his/her right of conversion in order to keep his/her term life in force within thirty (30) days of

ARTICLE VII – COMPENSATION (continued)

- B. 1. b.(con't) their last day of work.
2. a. During the period beginning with ratification of this contract until July 1, 2008, the Farmington Health Plan 1 will remain the base health plan for all eligible employees with the drug card pursuant to B.2.a.1) below. During the same period, the HMO option and the "In Lieu Options" will remain pursuant to B.2.a.3. and 4. below. Effective July 1, 2008, each teacher will 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.

ARTICLE VII – COMPENSATION (continued)

B. 2. a. 2)(con't) * 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.

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) **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 VII – COMPENSATION (continued)

- B. 2. b. An employee hired before July 1, 2008 who becomes part-time (working ½ time or less) may select health insurance provided the teacher reimburses the District on a pro-rata basis. This definition of part-time employees' eligibility for health insurance (working ½ time or less) includes employees granted a part-time assignment prior to July 1, 2008 who request to continue in said assignment beyond that date. Employees hired before July 1, 2008 who request and are granted a less than full-time assignment on or after that date will be considered part-time if they work less than seven-tenths (0.7) of a full-time assignment. Employees hired on or after July 1, 2008 who work less than seven-tenths (0.7) of a full-time assignment (1.0) will be considered part-time and may select health insurance provided they reimburse the district on a pro-rata basis

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

4. Long Term Disability

The District agrees to provide one hundred percent (100 %) of the cost of long term disability to a regular, full time contract teacher. Long term disability insurance shall mean income protection in conformance with the District's policy carrier for all eligible teachers in cases of sickness or disability to age sixty-five (65) for disability commencing prior to age sixty-one (61) and up to five (5) years, but not beyond age seventy (70) for disability commencing at or after age sixty-one (61). For disability commencing at age 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.

5. Following placement of an employee on L.T.D. coverage, his/her health insurance coverage will remain in force for an additional twenty-four (24) months 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.

6. **DENTAL CARE:**

- 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.

ARTICLE VII – COMPENSATION (continued)

- B. 6. 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

7. VISION

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.

8. Employee benefits according to B.1. through 7. above will begin when applications have been completed and the enrollment policy of the carrier has been met. Benefits, according to B.1. through B.7. above, will terminate when the employee's employment is terminated or according to the policy of the carrier. If an employee terminates his/her employment at the end of the school year, his/her benefits will continue in full force until August 31st. The District agrees to provide the benefits listed in B.1. through B.7. according to the underwriting rules and regulations as set forth by the carriers in the Master Contract held by the policy holder. The definition of "Two Person(s)" and "Full Family" for health, dental, and vision will include Other Qualified Adult for those employees who are eligible and who submit the affidavit (Appendix N) subject to the rules of the underwriters.
9. It is understood that MESSA will not provide variable options without the health insurance. The district will make such variable options available for payroll deduction equal to or less than the MESSA premium through another carrier or through self insurance. If there is no quote equal to or less than MESSA, the closest bid will be accepted.

C. Worker's Compensation Benefits

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

1. a. For a period not to exceed ninety (90) total calendar days for any one injury in any one (1) year, the difference in their regular contract salary, computed on a daily basis, and the amount paid under the Worker's Compensation Act. This obligation shall terminate on the last working day for which the teacher is compensated in the contract year and/or the expiration of the Worker's Compensation Act benefits.

ARTICLE VII – COMPENSATION (continued)

- C. 1. b. The parties agree that ninety (90) total calendar days per year for a period not to exceed two (2) contract years is the maximum number of days allowed for one injury. Following expiration of this benefit each contract year or at the end of a total of two (2) contract years, teachers may utilize sick leave according to the terms of Article VII.C.3.
2. Any absence under this provision will not be charged against the teacher's accumulated sick leave.
3. Upon expiration of the Board provisions provided in 1. above, teachers may elect to use accumulated sick leave at the rate of difference between the allowance paid under the act and their regular contract salary, computed on a daily basis for a period of time that funds from their accumulated sick leave bank will provide.
4. Teachers covered by long term disability will not draw worker's compensation benefits.

D. Longevity:

1. 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 15th 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 FEA 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.
2. The longevity amounts are as follows:
- | | |
|------------------|-----------|
| 15 – 19 years | \$ 500.00 |
| 20 – 24 years | \$ 750.00 |
| 25 years or more | \$1000.00 |

E. Retirement Benefit:

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

ARTICLE VII – COMPENSATION (continued)

E.(con't) 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 MPSEB'S rules.

ARTICLE VIII - LEAVE POLICIES

A. Health Leave:

1. Health leaves, when recommended by a physician, shall be granted, for the remainder of a school year.
2. Three (3) extensions of a health leave will be granted upon the recommendation of a physician.
3. When employees are granted a leave of absence, they shall retain the following employment rights held by them before such leave was granted:
 - a. The same position on the salary schedule as held when the leave was granted. Starting with the 1970-71 school year, if a teacher has been employed at least half the working days plus one (1) during the first or second half of his/her work year, experience credit for the semester will be allowed.
 - b. Unused sick leave, as held at the start of the leave.
 - c. Effective with the beginning of the 1986-87 school year, any leaves which are granted will accrue up to three years of seniority.
4. Employees on a leave of absence must give written notice to the Assistant Superintendent for Human Resources by March 1, of the year the leave expires, of their intention to return or extend their leave of absence. The notice of intention to return or request an extension of their leave is the responsibility of the individual. In the event such notice is not received, the District has the discretion to interpret this as a resignation.
5. The notice of intention to return to duty after a Health Leave shall be accompanied by a written statement from a physician, certifying the fitness of the employee to fulfill their duties.
6. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified, according to Article XII.D.1. In the event no position exists for which they are certified according to these provisions, they will be offered a regular teaching contract as a substitute.

ARTICLE VIII - LEAVE POLICIES (continued)

- A. 7. Teachers will be placed on a health leave, and their position will be posted, following their absence from work for a period of 80 work days or expiration of their sick bank, whichever is greater, unless extended by mutual agreement of the Board and the Association. A teacher may elect to be placed on a health leave and receive the sick days remaining in his/her sick bank for the remainder of a school year. If the teacher desires to return to work prior to the end of the leave and he/she has a release from his/her doctor and there is no vacant position available for which he/she is certified and qualified according to Article XII.D.1., the District and the Association will meet to review suitable placement of the teacher.
- B. Maternity Leave:
1. The pregnant teacher shall be allowed to continue in her position as long as she is fit to perform her duties.
 2. A leave, without pay or fringe benefits, shall upon request, be granted for a period of up to one (1) year. The employee requesting such leave shall notify the Director of Personnel, in writing, of her intent, at least thirty (30) days prior to the beginning of such leave.
 3. Maternity Leave may begin at any time during the pregnancy, but must terminate at the beginning of some school year.
 4. When employees are granted a leave of absence, they shall retain the following employment rights held by them before such leave was granted:
 - a. The same position on the salary schedule as held when the leave was granted. Starting with the 1970-71 school year, if a teacher has been employed at least half the working days plus one (1) during the first or second half of his/her work year, experience credit for the semester will be allowed.
 - b. Unused sick leave, as held at the start of the leave.
 - c. Effective with the beginning of the 1986-87 school year, any leaves which are granted will accrue up to three years of seniority.
 5. Employees on a leave of absence must give written notice to the Assistant Superintendent for Human Resources by March 1 of the year the leave expires, of their intention to return or extend their leave of absence. The notice of intention to return or request an extension of their leave is the responsibility of the individual. In the event such notice is not received, the District has the discretion to interpret this as a resignation.
 6. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified, according to Article XII.D.1. In the event no position exists for which they are certified according to these provisions, they will be offered a regular teaching contract as a substitute.
- C. Child Rearing Leave:
1. A Child Rearing Leave without pay or fringe benefits will be granted to an employee for a period of up to one (1) year. The employee requesting such leave shall notify the Personnel Office, in writing, of their intent at least thirty (30) days prior to the beginning date of such leave.

ARTICLE VIII - LEAVE POLICIES (continued)

- C. 2. A Child Rearing Leave must terminate at the beginning of some school year.
3. Child Rearing Leaves will be granted to an employee following a Maternity Leave, disability, or with proper notice according to Article VIII.C.1.
4. Employees on a leave of absence must give written notice to the Assistant Superintendent for Human Resources and Legal Services by March 1, of their intent to return to the District, resign from the District, or request an extension pursuant to subparagraph 5. below. The notice of intention to return or extend their leave of absence is the responsibility of the individual. In the event such notice is not received by March 1, the District has the discretion to interpret this as a resignation.
5. Upon notice by March 1 of the year the leave expires, a first (1st) and a second (2nd) extension of a child rearing leave will be granted annually. A third (3rd) extension will be granted to a teacher whose initial child rearing leave was for a portion of a school year. Beginning with the 2008-09 school year, any extension will require that prior to returning to the District, the teacher provide written evidence of completing one of the following:
- 12 hours of FPS professional development
 - 1 university credit hour
 - 2 SBCEU's
 - Other professional development activities approved by the District
 - A District approved combination of any of the above
6. When employees are granted a leave of absence, they shall retain the following employment rights held by them before such leave was granted:
- a. The same position on the salary schedule as held when the leave was granted. Starting with the 1970-71 school year, if a teacher has been employed at least half the working days plus one (1) during the first or second half of his/her work year, experience credit for the semester will be allowed.
 - b. Unused sick leave, as held at the start of the leave.
 - c. Effective with the beginning of the 1986-87 school year, any leaves which are granted will accrue up to three years of seniority.
7. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified according to Article XII.D.1. In the event no position exists for which they are certified according to these provisions, they will be offered a regular teaching contract as a substitute.
8. Following a third extension, in order to re-qualify for a future child rearing leave of absence, the teacher must return to a position for a minimum of one (1) school year.
- D. Adoption/Guardian Leave
1. Long Term
 - a. An adoption/guardian leave will be granted to an employee upon placement of the child in the home by an adoption agency or officer of the court awarding custody of the child.

ARTICLE VIII - LEAVE POLICIES (continued)

- D. 1. b. The terms of this leave will be according to the terms of Article VIII.C.2., 4., 5., 6., and 7.
2. Short Term
- a. An unpaid leave of up to six (6) weeks will be granted to an employee upon placement of a child in the home by an adoption agency or officer of the court. An employee may use accumulated sick leave as provided in Article VIII.O.3.f.
- b. Upon return to active status, the employee will be returned to the position that he/she occupied prior to the leave.
- c. During the leave, the Board will continue to provide the fringe benefits found in Article VII.
- E. Elective Public Office:
1. The Board shall grant a leave of absence, without pay or fringe benefits, for up to one (1) year, but not less than one (1) trimester, to any teacher to campaign for elective office or to serve in such office.
2. A further extension of a leave of absence or a second (2nd) leave of absence shall be granted, if required by a single term of office being served.
3. When employees are granted a leave of absence, they shall retain the following employment rights held by them before such leave was granted:
- a. The same position on the salary schedule as held when the leave was granted. Starting with the 1970-71 school year, if a teacher has been employed at least half the working days plus one (1) during the first or second half of his/her work year, experience credit for the semester will be allowed.
- b. Unused sick leave, as held at the start of the leave.
- c. Effective with the beginning of the 1986-87 school year, any leaves which are granted will accrue up to three years of seniority.
4. Employees on a leave of absence must give written notice to the Assistant Superintendent for Human Resources by March 1, of the year the leave expires, of their intention to return or extend their leave of absence. The notice of intention to return or request an extension of their leave is the responsibility of the individual. In the event such notice is not received, the District has the discretion to interpret this as a resignation.
5. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified, according to Article XII.D.1. In the event no position exists for which they are certified according to these provisions, they will be offered a regular teaching contract as a substitute.

ARTICLE VIII - LEAVE POLICIES (continued)

F. Military:

1. Employees covered by the salary schedule, who terminate employment in the school district to perform active service in the armed forces of the United States, are entitled to reemployment rights in the position they are vacating, or one of like status and pay scale, provided that employee serves only one (1) term, or until the state of emergency is ended, and provided also as follows:
 - a. The position vacated is other than temporary.
 - b. They are honorably discharged from the armed services.
 - c. They apply for reemployment within ninety (90) days after discharge or from hospitalization continuing after discharge, for a period of one (1) year.
 - d. They are still qualified to perform the duties of the position.
 - e. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified according to Article XII.D.1. In the event no position exists for which they are certified according to these provisions, they will be offered a regular teaching contract as a substitute.
 - f. In the event of reemployment, the following provisions shall apply:
 - 1) Effective with the beginning of the 1986-87 school year, any leaves which are granted will accrue up to three (3) years of seniority.
 - 2) Increments shall be added as if the employee had been in the school district's employ during the time of such active service in the armed forces.
 - 3) Unused sick leave held at the start of the leave shall be restored.
2. Furthermore, all provisions of this policy shall be in accordance with Act 145, P.A. 1943, as amended, governing military leaves of absences. If there is a difference between this agreement and the laws of the United States and/or Michigan, regarding military service, the federal or state law will prevail.

G. Professional Association Leave

1. An employee will be granted a leave of absence for the year(s) of his/her tenure of office as an officer of the M.E.A., N.E.A. or a Professional/Education Related Association.
2. Upon agreement between the teacher, professional association and the District, the Board may elect to continue the salary and agreed upon fringe benefits of a teacher with full or partial reimbursement of the costs by the professional association as agreed upon by the parties.
3. When employees are granted a leave of absence, they shall retain the following employment rights held by them before such leave was granted:

ARTICLE VIII - LEAVE POLICIES (continued)

- G. 3.(con't) a. The same position on the salary schedule as held when the leave was granted. Starting with the 1970-71 school year, if a teacher has been employed at least half the working days plus one (1) during the first or second half of his/her work year, experience credit for the semester will be allowed.
- b. Unused sick leave, as held at the start of the leave.
- c. Effective with the beginning of the 1986-87 school year, any leaves which are granted will accrue up to three years of seniority.
4. Employees on a leave of absence must give written notice to the Assistant Superintendent for Human Resources by March 1, of the year the leave expires, of their intention to return or extend their leave of absence. The notice of intention to return or request an extension of their leave is the responsibility of the individual. In the event such notice is not received, the District has the discretion to interpret this as a resignation.
5. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified according to Article XII.D.1. In the event no position exists for which they are certified according to these provisions, they will be offered a regular teaching contract as a substitute.
- H. Peace Corps and Vista:
1. Any teacher will be granted a leave, without pay or fringe benefits, for a period of one (1) year, for duty in the Peace Corps and/or Vista. Such service shall entitle the teacher to experience credit on the salary schedule.
2. A further extension of a leave of absence or a second (2nd) leave of absence may be granted at the will of the Board. All extensions requested during the term of this contract shall be granted, if required by the single term the teacher is serving.
3. When employees are granted a leave of absence, they shall retain the following employment rights held by them before such leave was granted:
- a. The same position on the salary schedule as held when the leave was granted. Starting with the 1970-71 school year, if a teacher has been employed at least half the working days plus one (1) during the first or second half of his/her work year, experience credit for the semester will be allowed.
- b. Unused sick leave, as held at the start of the leave.
- c. Effective with the beginning of the 1986-87 school year, any leaves which are granted will accrue up to three (3) years of seniority.
4. Employees on a leave of absence must give written notice to the Assistant Superintendent for Human Resources by March 1, of the year the leave expires, of their intention to return or extend their leave of absence. The notice of intention to return or request an extension of their leave is the responsibility of the individual. In the event such notice is not received, the District has the discretion to interpret this as a resignation.

ARTICLE VIII - LEAVE POLICIES (continued)

- H. 5. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified, according to Article XII.D.1. In the event no position exists for which they are certified according to these provisions, they will be offered a regular teaching contract as a substitute.
- I. Sabbatical Leave:
1. The Board shall grant, to not more than one percent (1%) of the teachers in the unit, Sabbatical Leave, for professional improvement, not to exceed one (1) year.
 2. Teachers on Sabbatical Leave shall receive fifty percent (50%) of the salary earned during the year immediately preceding the leave. (Teachers on Sabbatical Leaves of less than one (1) school year will continue to receive a pro rata stipend.) This stipend will be paid to the teachers on leave on a monthly basis, during the leave. The school district will continue fringe benefits for teachers during the Sabbatical period.
 3. Before beginning the Sabbatical Leave, the teacher shall enter into a contract to return to active service in the Farmington Public School District, for a period of at least two (2) years after the expiration of such leave. A teacher who does not fulfill this agreement shall repay the full amount of the stipend received during the Sabbatical Leave. However, said obligation shall be canceled in the event of intervening death or permanent disability of the teacher.
 4. The Board of Education shall be responsible for granting all leaves. Approval of the Board will be contingent upon securing a certified teacher qualified to assume the applicant's duties while on leave. The Board will make an effort to find a certified teacher.
 5. A teacher must have had at least seven (7) years of continuous service in the Farmington Public School District.
 6. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified, according to Article XII.D.1. In the event no position exists for which they are certified according to these provisions, they will be offered a regular teaching contract as a substitute.
 7. Employees on leave may be required to file periodic reports with the Superintendent. Providing all requirements of the Sabbatical Leave Policy have been satisfactorily fulfilled in the judgment of the Superintendent, accrual of seniority shall be granted, and the regular salary increment occurring during the Sabbatical period shall also be granted. Unused sick leave, held at the start of the leave, shall be restored upon return.
 8. A letter requesting Sabbatical Leave, outlining the proposed program and its relation to professional improvement will be furnished to the Office of the Assistant Superintendent in charge of instruction before March 1. Transcripts and/or proof of pursuit and successful completion of the program submitted will be furnished upon return to the system.
 9. If more applications are received than can be accepted, priority will be given to the teachers with the proposed program of the greatest value to the District.

ARTICLE VIII - LEAVE POLICIES (continued)

J. Jury Duty:

1. A teacher who receives a Jury Duty interview and appearance notice must notify the Human Resources Office within one (1) school day of such notice.
2. If teachers are summoned and report for Jury Duty, they shall be paid the difference between the amount they received as a juror and their normal week's pay, as set forth in Article VII of this agreement.
3. It is understood and agreed that teachers shall be required to report to work on any and all days when they are not sitting as a juror.
4. To be eligible for Jury Duty differential, teachers must furnish the employer with a written statement from the appropriate public official, listing the amount and dates they receive pay for Jury Duty. Teachers found abusing this privilege shall not be entitled to the pay differential.
5. Teachers served with a subpoena to appear in court will be granted a leave with pay for the time required. With exception of expenses, the teacher will reimburse the District all monies received up to the teacher's daily rate.

K. Association Presidential Leave:

1. Providing the Association requests by April 30, the teacher elected president of the Association will be granted a leave of absence on a full-time basis for the school year of his/her elected tenure of office, subject to the following:
 - a. The president shall be restored to his/her previous position upon the expiration of his/her term of office or at their option may elect to be considered an involuntary transfer and will have the rights afforded in Article XI.C.7. and 8.
 - b. "Previous position" shall be defined to be the building and grade level at the elementary level; at the secondary level it will be the building, department and, if practical, grade level.
 - c. If the employee filling the position vacated by the president has been in the position for less than a school year at the time the president returns, subject to e. below, he/she will become an involuntary transfer for purposes of placement the following year unless another vacancy exists in that building.
 - d. If the employee filling the position vacated by the president has been in the position for an entire school year or more, and is the least senior teacher in the building, subject to e. below, he/she will then be considered to be an involuntary transfer and will have the rights afforded in Article XI.C.7. and 8.
 - e. In the event the employee filling the position vacated by the president is named on the reduction in personnel list established by Article XII.A., they shall be laid off pursuant to the terms and conditions of that Article.

ARTICLE VIII - LEAVE POLICIES (continued)

- K. 2. The Board will provide the appropriate salary, all fringe benefits in Article VII, and the retirement payments consistent with MPSERS' rules for a teacher released to serve as Association President on a full-time basis. Since the Farmington Education Association President performs services which are of value to both the Farmington Education Association and the Board, the Board accepts the foregoing as reimbursement for payment of these items referred to in MCLA 38.1371 (5) (B).
3. Upon Association request, the Board will grant an unlimited number of extensions of this leave.
4. When employees are granted a leave of absence, they shall retain the following employment rights held by them before such leave was granted:
- a. Accrual of seniority shall be granted.
 - b. Increments shall be added as if the employee had been in the school district's employ during the time of such leave.
 - c. Unused sick leave, held at the start of the leave, shall be restored.
 - d. Upon return, teachers shall be restored to their position or a position of like nature, seniority, status, and pay.

L. Personal Leave:

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

- 1. The same position on the salary schedule as held when the leave was granted. Starting with the 1970-71 school year, if a teacher has been employed at least half the working days plus one (1) during the first or second half of his/her work year, experience credit for the semester will be allowed.
- 2. Unused sick leave, as held at the start of the leave.
- 3. Personal Leaves lasting more than five (5) consecutive days will result in the nonaccrual of seniority.

M. Voluntary Layoff Leave:

- 1. Voluntary Layoff Leave, without pay or fringe benefits, will be granted to eligible teachers for a period of up to one (1) year. An eligible teacher is any teacher not currently on layoff, and whose position may be filled by someone on the layoff list prior to the beginning of the next school year. He/she shall notify the Human Resources Office, in writing, of their intent to go on Voluntary Layoff prior to the beginning of the next school year. The leave will be granted prior to the beginning of the next school year.
- 2. A Voluntary Layoff Leave must commence at the beginning of the following school year, and must terminate at the end of that school year, unless earlier termination is agreed to by the Human Resources Office and the teacher.
- 3. When teachers are granted a Voluntary Layoff Leave, they shall retain the following employment rights held by them before such leave was granted.

ARTICLE VIII - LEAVE POLICIES (continued)

- M. 3.(con't) a. The same position on the salary schedule as held when the leave was granted. Starting with the 1970-71 school year, if a teacher has been employed at least half of the teacher work days plus one (1) during the first or second half of his/her work year, experience credit will be allowed.
- b. Unused sick leave, as held at the start of the leave.
- c. Effective with the beginning of the 1986-87 school year, any leaves which are granted will accrue up to three years of seniority.
4. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified, according to Article XII.D.1. In the event no position exists for which they are certified according to these provisions, they will be offered a regular teaching contract as a substitute.
5. Employees on a leave of absence must give written notice to the Assistant Superintendent for Human Resources by March 1, of the year the leave expires, of their intention to return or request an extension of their leave. The notice of intention to return or the request of an extension of their leave is the responsibility of the individual. In the event such notice is not received, the District has the discretion to interpret this as a resignation.
6. Upon request by March 1, a first (1st), second (2nd), and third (3rd) extension of a Voluntary Layoff Leave will be granted to eligible teachers as defined above in Article VIII.M.1.
- N. Certified administrators returning to the bargaining unit will do so effective at the end of their administrative contract with the District. Administrators returning to the unit will either:
1. Be placed in existing vacancies along with teachers returning from leave, after involuntary transfers have occurred, if they have more seniority than those teachers on the reductions in personnel or recall list; or,
2. Be placed on the reductions in personnel or recall list in order of seniority and offered the first vacant position according to the provisions of Article XII of the Master Agreement.
- O. Illness, Disability, Death in Family:
1. a. All 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 will be credited with twelve (12) annual Sick Leave Days for that contract year. It is agreed that for teachers who work a partial year, any fractional days which are equal to or greater than .25 will be rounded to the nearest .5 day.
- b. Should teachers, without any accumulated sick leave, leave before completing the full contract year, and have used their days advanced, as outlined above, a deduction will be made on the basis of one (1) day credit per month of service completed. Regular part-time teachers (and not substitutes), and teachers employed by the District after the opening of school, shall receive a prorated portion of the appropriate leave above.

ARTICLE VIII - LEAVE POLICIES (continued)

- O. 2. Each teacher shall be entitled to accumulate the unused portion of their Sick Leave, which shall be available for future use. Sick Leave shall be cumulative to a total of :

		<u>Elementary (7.5)</u>	<u>Secondary (7.25)</u>
2007-08	318 days	2385 hours	2305.5 hours
2008-09	330 days	2475 hours	2392.5 hours
2009-10	342 days	2565 hours	2479.5 hours

Each teacher shall be notified on the first pay date in November of each year, the number of Sick Leave Hours in his/her bank at the start of school.

3. Teachers may use their annual and cumulative Sick Leave for the following reasons:
 - a. Personal illness.
 - b. Illness in the immediate family. The Assistant Superintendent for Human Resources reserves the right to question the necessity of the leave.
 - c. Maternity disability.
 - d. Religious holidays.
 - e. Death in the immediate family or any other relative.
 - f. Up to six weeks may be used for the adoption process. This time will not qualify for days provided under the Extended Illness Protection Plan.
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. According to existing practice, all requests for such sick leave must be submitted to the District. Proof of illness, signed by a physician, may be required by the Human Resources Office at any time.
6. In the event of absence of a teacher for illness or disability in excess of five (5) consecutive days, the Board may, at its own expense, require an examination by an independent physician.
7. For the protection of children, the Board may require of the teacher, a health certificate from a physician, to be filed in the Personnel Office. Teachers who are not able to return to duty on Monday, following two (2) weeks of illness or injury, shall present a certificate of ableness to the Personnel Office, upon return to work. This certificate shall be signed by a physician. In addition, they may be required to submit to an examination by a physician designated or agreed upon by the Assistant Superintendent for Human Resources, at the Board's expense. In addition, upon recommendation of the Assistant Superintendent for 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.
8. Employees of the District who are hired into another District position will carry their accumulated sick and personal leave day banks with them.

ARTICLE VIII - LEAVE POLICIES (continued)

P. Personal Business Policy:

1. At the beginning of the school year, all full time teachers, regularly employed by the Board of Education, shall be granted three (3) days of leave per year, with full pay, to transact personal business. The immediate Supervisor will grant approval on the basis of the Article, providing they have received notification on a standard District form and further, provided that:
 - a. Written notification, using the personal Business Notification form found in Appendix M., for such leave shall be made at least five (5) days in advance, when practicable. It is the teacher's responsibility to call SubFinder when taking a personal business day.
 - b. That business cannot possibly be transacted at a time other than on a working day.
2. This day may not be taken immediately preceding or following a holiday or school recess, unless permission is requested and approved in advance, as far as practicable. The teacher shall state the reasons for the use of such days; it is not intended that these days shall be used as an extension for a vacation.
3. This policy provides that, at the end of the school year, unused Personal Business Days shall be added to the teacher's accumulated Sick Leave Bank, for possible future use in accordance with the Sick Leave Article.
4. Regular part-time teachers (not substitutes) and teachers employed by the District after the opening of school, shall receive a portion of the appropriate Personal Business Leave according to the following schedule:
 - a. Hired prior to December 1: 3 days
 - b. Hired prior to February 1: 2 days
 - c. Hired prior to April 1: 1 day
5. Teachers will be responsible for calling the automated substitute system when taking a personal business day.

Q. Extended Illness Protection

1. Teachers who have exhausted or anticipate exhausting their personal sick bank may contact the Human Resources Office to apply for Extended Illness Protection (EIP). A committee composed of two representatives named by the Board and two named by the Association will decide whether to lend the first fifteen (15) sick days of an extended illness. While the request is being processed, the teacher's compensation and benefits will not be altered. If the committee decides not to grant the request, the appropriate adjustment in compensation will be made.
 - a. All decisions of the committee on whether to lend all or a portion of the additional sick days requested by the teacher majority vote. These decisions will be final and nongrievable.
 - b. A doctor's certification may be requested by the committee.
 - c. The teacher's personal sick bank must be exhausted prior to the use of borrowed days under EIP.

ARTICLE VIII - LEAVE POLICIES (continued)

- Q. 1. d. The reasons for borrowing days will be due to personal illness. In addition, a maximum of 30 days will be granted due to illness of an immediate family member. Additional days may be granted by the committee.
- 2. Any teacher who has exhausted his/her sick bank and has been absent due to illness for fifteen (15) consecutive work days will receive automatic approval to borrow days from the committee.
- 3. Teachers who borrow sick leave days from the District under the extended illness plan shall refund the days in the subsequent years at a rate no higher than five (5) days per year.
- 4. Teachers who are receiving Workers' Compensation benefits, or who have satisfied the waiting period for long term disability benefits, will not be able to participate in the program.
- 5. A teacher who does not return to work because of health reasons, resignation, or death, will not be responsible for refunding days to the District that were granted by the committee. A teacher who resigns to accept employment elsewhere will be responsible for refunding days to the District unless the committee waives the refund.
- 6. Teachers may apply to the EIP Committee to borrow less than the fifteen sick leave days referenced in 1. above for day-to-day absences, provided their individual sick banks have been exhausted.
- R. In case of absence for an extreme emergency not covered in this Article, and upon special approval of the Superintendent of Schools, teachers may have deducted from their salary only the cost of the substitute rather than the deduction of the full salary.
- S. A teacher will be granted up to a total of four (4) years of consecutive leaves in any combination of the leaves listed in this Article.
- T. Time spent on a leave of absence will not accrue toward receiving tenure as an employee of the District.
- U. The representatives of the Farmington Public School District and Farmington Education Association, MEA-NEA (FEA) agree that it is their mutual intent and understanding to fully comply with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA). In so doing, the parties agree that employees requesting leaves of absence, pursuant to the FMLA, who are found eligible therefore, will be required to exhaust certain paid leave entitlements for which they may otherwise be eligible under the terms and conditions of the Master Agreement during their FMLA leave time. While the parties understand and agree that the rights established by the FMLA will not diminish any employee benefit programs or plans or paid leave provisions dictated by terms of the Master Agreement, they also agree that any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

ARTICLE VIII - LEAVE POLICIES (continued)

V. Religious Holiday

The school calendar now provides for holiday periods for the major Christian holidays. An employee whose religious holiday(s) fall on a regularly scheduled work day and observance or practice of which would require absence from work, may request the days to be deducted from sick leave. These days shall be deducted from the employee's accumulated leave unless the employee notifies the Human Resources Office by the preceding July 1 of his/her intention to make up the days during non-scheduled work time provided the employee's supervisor approves. The professional activity of the day(s) will be proposed by the employee, but must be approved by the employee's supervisor.

Make-up days will be allowed to occur after the fact, only in the case of new employees hired July 1 or after, who did not have the opportunity to schedule make-up days prior to the absence for the holidays. Those wishing to do so will make arrangements with their supervisor to make up the time during non-scheduled work time.

ARTICLE IX - DEPARTMENT CHAIRPERSONS

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

Art	Mathematics
Business	Media
Language Arts	Music
World Language	Health/Physical Education
Guidance	Science
Life Management	Social Studies
Applied Technology	Special Education

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

Art	Mathematics
English-World Language	Media
6 th Grade	Music
7 th Grade	Health/Physical Education
8 th Grade	Science
Guidance	Social Studies
Life Management	Special Education
Applied Technology	

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

Art	World Language
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4. There shall be districtwide chairpersons in the following departments:

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

ARTICLE IX - DEPARTMENT CHAIRPERSONS (continued)

- A. 5. The teachers in each department shall nominate a minimum of two (2) teachers for each department chairperson position. The administration will appoint the chairperson from the list of nominees provided by the teachers. These appointments shall be made annually. In departments with only one (1) teacher, that teacher will be the Department Chair.
- 6. The chairperson's Supervisor shall not use the teacher's service as chairperson in the evaluation of a teacher.
- B. Qualifications of Department Chairpersons:
 - 1. Two (2) years of service in Farmington Public Schools or four (4) years of total teaching experience.
 - 2. Demonstrated leadership ability.
 - 3. Recent graduate work in their subject area and/or curriculum (preferred).
 - 4. M.A. (preferred).
 - 5. Membership in a professional organization dealing with their subject area and/or curriculum development.
 - 6. If no teachers in a department meet the above requirements, the procedures listed in A.5 above will be employed.
- C. The responsibilities of the building department chairpersons shall be as shown in Appendix C.
- D. The department chairpersons shall meet jointly with the building administration to discuss the allocation of funds for the various departments.

ARTICLE X - TEACHER EMPLOYMENT AND ASSIGNMENT

- A. The Board establishes, as a minimum requirement for initial employment of teachers, the possession of a Bachelor's degree and a Michigan elementary or secondary provisional certificate, or the equivalent. If it is necessary to deviate from this policy, the deviation will be in accord with the Michigan Department of Education regulations.
- B.
 - 1. Prior to April 1st of each year, teachers may submit their written requests for tentative assignment/program for the coming school year to the appropriate supervisor. They may also arrange a conference with their appropriate supervisor to express their point of view regarding their requested assignment/program for the coming school year.
 - 2. Teachers, other than newly appointed and substitute teachers, will be notified of their tentative assignment/program for the coming school year, including the schools to which they will be assigned, the grades and/or subjects they will teach - not later than June 1, whenever possible.
 - 3. Those teachers who have not been notified by June 1, or whose assignment/program has/have been changed, shall be sent notification of their schedule as soon as possible. Teachers will have the option of accepting changes made after July 15, or resigning.
 - 4. Teachers will not be given special or unusual class assignments, (e.g., team teaching or open classroom) without prior consultation. Such consultation will take place prior to June 1. Teachers who have been given special or unusual class assignments will be given special consideration for voluntary transfer, if they so

ARTICLE X - TEACHER EMPLOYMENT AND ASSIGNMENT (continued)

- B. 4.(con't) request.
5. A classroom assignment will not be filled by a substitute or series of substitutes to replace a teacher on other than sick leave, for longer than four (4) consecutive weeks, without Association approval. A permanent substitute may be hired to replace a teacher who has been granted a sabbatical leave for less than a full school year.
- C. In order to assure that pupils are taught by teachers within areas of competence, teachers will be assigned according to their certification and qualifications, according to Article XII.D., except temporarily and for good cause. In addition, the District will attempt to place teachers in their major or minor fields of study.
- D. 1. Teachers and administrators may only involve teacher paraprofessionals in:
- a. Performance of noninstructional duties, and
 - b. Assistance to them in instructionally-related activities. It is understood that such assistance shall be only under the direct supervision of teachers and the Board.
2. Only the teacher (under administrative supervision) shall make classroom education decisions, formulate lesson plans, select curriculum materials, formulate classroom objectives, and make any and all initial presentations of materials and concepts.
- E. Shared Teaching:
1. The district recognizes that the use of shared teaching positions can enhance the teaching and learning that occurs in the classroom. In order to assess the request for a shared time teaching position, the teachers applying for approval will provide a written proposal which addresses the value to the students and teachers by the proposed shared time position. The plan should identify the responsibilities of each teacher concerning scheduled events throughout the school year (open house, parent-teacher conference, and professional development). Where building meetings are concerned, the teachers will also outline who will have the responsibility for attending the meeting. That teacher will then share the content of the meeting with the other teacher. Examples of shared teaching are:
 - a. Two teachers teaching in the same position for a combination of trimesters.
 - b. Two (2) teachers teaching at least (2) assigned classes per day. The teachers' working day for those sharing a position will be a pro rata portion of seven hours (7) hours and fifteen (15) minutes according to the percentage of the assignment shared at the middle or high school level.
 - c. Two (2) itinerant teachers working at least two (2) days per week.
 - d. Two (2) kindergarten teachers or elementary teachers in grades 1 through 5 working either a.m. or p.m. Teachers who share assignments on a daily basis will be expected to coordinate and plan daily lessons and activities, which may require additional time on the part of the teacher beyond their school day.

ARTICLE X - TEACHER EMPLOYMENT AND ASSIGNMENT (continued)

- E. 1. e. Other allocations of time may be approved by the Assistant Superintendent for Human Resources, provided the Association and the teachers involved agree on the allocation.
2. The decision to approve or deny a request to share a position rests solely with the Assistant Superintendent for Human Resources. Prior to a decision being rendered, a joint meeting will be scheduled with, at a minimum, the applicant teachers, the principal of the proposed building, and the Assistant Superintendent for Human Resources. If the request is denied, the Assistant Superintendent for Human Resources will share the reasons for the denial with the two teachers. If possible, applications for a shared position should be made not less than thirty (30) calendar days prior to the start of the next trimester.
3. A decision on the application for a shared position will be made no later than ten (10) school days prior to the start of the next trimester.
4. Vacancies created by the establishment of shared teaching positions during the school year will be posted and filled according to Article XI.B. Teachers applying for and receiving a shared teaching position will remain in the position for a school year or the balance of a school year. In the event a teacher is recalled to a shared teaching position he/she will remain in the position unless he/she is eligible for recall to an open position according to Article XII.D. A vacancy in a shared teaching position during the school year will be filled at the discretion of the District.
5. Each teacher sharing a position will receive a pro rata portion of his/her salary, as shown in Appendix B. Examples are as follows:
- a. Two teachers sharing one position for a combination of trimesters would each receive a prorated salary determined by the portion of the school year that they are working (i.e. one trimester = 33 1/3%). Teachers will be paid during the trimester(s) in which they are teaching (approximately six (6) pays per trimester). Teachers teaching during all three trimesters may select the 21 or 26 pay option (or balance thereof). Payment for salary would not begin for those teachers teaching only the second and/or third trimesters until they actually begin working.
- b. Two (2) teachers sharing a position on a daily basis will receive a pro rata salary based on the ratio of classes taught to the total classes normally assigned, i.e., two (2) of six (6) periods would equal 33-1/3% salary; or two (2) of five (5) periods would equal 40% salary.
- c. Two (2) itinerant teachers sharing a position will receive pro rata salary according to the number of days taught. Two (2) days per week would equal forty percent (40%) salary.
- d. Two (2) kindergarten teachers sharing a position either a.m. or p.m. will receive fifty percent (50%) of their full salary.

ARTICLE X - TEACHER EMPLOYMENT AND ASSIGNMENT (continued)

- E. 6. Leave days for shared teachers shall be apportioned as follows:
- a. Teachers teaching full time for one (1) trimester would receive four (4) sick days added to their accumulated sick leave, and one (1) personal business leave days with one (1) full day deducted for each full day's absence.
 - b. Teachers teaching each day (but less than a full day) would receive twelve (12) sick leave days and three (3) personal business leave days and would lose one (1) full day for each full day's absence. Should a shared time teacher who has accumulated days in his/her sick leave bank while teaching full time and who is teaching less than a full day (each day) be absent more than twelve (12) days during the school year, then beginning with the thirteenth (13th) day of absence the deduction from that teacher's sick leave bank (which was accumulated through full time work) would be prorated based upon that teacher's assignment (one-half [1/2] day for one-half [1/2] time employment).
 - c. Teachers teaching all day, but less than five (5) days per week would receive the following allotment of sick days:
 - 1) Teaching two (2) days per week - 5.0 sick leave days and 1.5 personal business leave days and would be charged one (1) full day for each full day's absence.
 - 2) Teaching three (3) days per week - 7 sick leave days and two (2) personal business leave days and would be charged one (1) full day for each full day's absence.
7. Medical and Other Fringe Benefits shall be apportioned as follows:
- a. All teachers granted shared time positions prior to (September 21, 1992) will receive full fringe benefits.
 - b. All teachers granted shared time positions after September 21, 1992 will receive a pro rata share of health insurance as set forth in Article VII.B.2.a. A total of one (1) full share of health insurance benefits will be available. One teacher may waive, in writing, their right to their pro rata share and their share may be added to the other shared time teacher. The decision to waive their share of health insurance will be binding for the balance of the school year. Each employee will receive a full share of the remaining benefits.
8. a. Each teacher participating in an approved shared teaching position for fifty percent (50%) of the assignment or more will be granted a full year of seniority and a full year's experience on the salary schedule. This shall include a teacher in a shared teaching position who teaches two trimesters.
- b. A teacher participating in an approved shared teaching position for less than 50% of the assignment (i.e. one trimester, 2 days per week) will be granted one (1) full year seniority and one-half (1/2) years experience on the salary schedule.

ARTICLE X - TEACHER EMPLOYMENT AND ASSIGNMENT (continued)

- E. 9. Both teachers participating in a shared teaching program must give notice to the Assistant Superintendent for Human Resources no later than March 1, of their desire to continue in a shared teaching position for the next school year. Lack of notice may be deemed an election not to continue in the shared teaching position. This notice is the responsibility of the individual teacher. In the event a teacher elects not to continue in a shared teaching position, or the District does not continue a shared teaching position for the next school year, the involved teachers will be subject to reassignment within the District to a position for which they are certified and qualified, unless their name is on the District's teacher recall list.

ARTICLE XI - VACANCIES, PROMOTIONS, AND TRANSFERS

A. Posting Procedures:

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

B. Vacancies and Voluntary Transfers:

1. Vacancies:
 - a. A vacancy shall be defined for the purposes of this agreement as:
 - 1) A newly established position;
 - 2) A position that becomes vacant between the opening day of school and April 1st of any school year;
 - 3) A position that becomes vacant from April 1st until the opening day of school.
 - b. Vacancies as defined in Article XI.B.1.a.1), and 2) above will be posted according to Article XI.A.2. The District may also post vacancies as defined in Article XI.B.1.a.3) above.
 - c. 1) Posted vacancies, according to Article XI.B.1.a.2), will either be filled immediately or will be considered to be filled as of the next trimester for high school vacancies or the following year for all other vacancies.

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

- B. 1. c. 2) If the District determines that the position vacated is not needed, the employee who received the position when it was posted will be considered to have been filling the vacancy since the posting date for purposes of determining which teacher will be transferred from the building according to Article XI.C.6. If the employee receiving the vacancy is the least senior teacher he/she will then be considered to be an involuntary transfer and will have the rights afforded in Article II.C.7 and 8. in the event her/his name does not appear on the reductions in personnel list established by Article XII.A.
- 3) Any new teacher hired or recalled into a temporary position for the remainder of a school year will have the rights of a teacher provided in Article XI.C. at the conclusion of the school year in the event her/his name does not appear on the reductions in personnel list established by Article XII.A. of the master contract.
- 4) The succeeding vacancy created by C.1) above will not be posted if there is a teacher on recall who is qualified to fill the vacancy.
- d. In filling a vacancy as posted according to paragraph B.1.a. the Board will select the most senior applicant who is certified and qualified according to Article XII.D.1. In the event the most senior and qualified applicant according to Article XII.D.1. is not placed in a posted position the Association may appeal the decision directly to Step Three of the grievance procedure. The Superintendent's decision at Step Three of the grievance procedure may be appealed directly to Step Four of the grievance procedure. The District may elect to recall a teacher from the recall list to fill the open position that resulted from that filling.
2. Voluntary Transfers:
- a. A voluntary transfer will be defined as a transfer to an open position during the period from April 1st until opening day of school for teachers.
- b. Voluntary transfers may be granted to teachers by the Human Resources Office following the placement of involuntary transfers each school year, and during the recall process until the beginning of each school year.
- c. Beginning the first day of each school year for teachers, teachers desiring a voluntary transfer to a different building or position shall indicate, in writing to the Human Resources Office, their request to transfer with as many specifics as possible. Such requests will be kept on file until the beginning of each school year, and also will be kept confidential upon written request of the teacher.
- d. Members of the unit will be notified of positions available for voluntary transfer following the recall process at the conclusion of each school year, but no later than the first Friday in June. Notice of additional positions that become available during the summer will be placed on a bulletin board at the Schulman Administrative Center and sent to the Association Office.
- e. Members of the bargaining unit will be contacted for their approval prior to placement in a requested voluntary transfer position.

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

B. 2. f. The decision of the Assistant Superintendent for Human Resources on the granting of a voluntary transfer shall be final.

C. Involuntary Transfers:

1. Since the frequent transfer of teachers from one school to another is disruptive of the educational process and interferes with the optimum teacher performance, the parties agree that involuntary transfers of teachers are to be minimized and avoided wherever possible.
2. An involuntary transfer is defined as the transfer of any teacher from one school building to another without the approval of that affected teacher, with the exception of teachers assigned to the following departments: Elementary Art Teachers, Elementary Vocal Music Teachers, Elementary Instrumental Music Teachers, Special Education, except as provided in Article XIX, and Reading Specialists.
3. Elementary media specialists, Learning Center/Reading Recovery teachers, and physical education teachers who become involuntary transfers will be able to exercise the following options in order:
 - a. Either elect a vacancy in their department or select the position of another department member with least seniority. They may also elect an existing vacancy in the District for which they are certified.
 - b. If no position exists in their department, the lowest seniority person will have the right to exercise his/her option under Article XI.C.7.
4. a. Seniority shall be defined as the total length of service as an employee of Farmington Public Schools in a bargaining unit position as defined in Article I.A., including all leaves of absence, with the exception of personal leaves granted under Article VIII.L. This length of service shall mean all total service with the employer in an FEA bargaining unit position, and not necessarily continuous, uninterrupted service. An individual's seniority date shall be the date of initial hire by the District into a bargaining unit position, as defined above, and shall only be adjusted because of an interruption of membership as defined in this paragraph or elsewhere within the Master Agreement. However, the persons serving as President, Vice-President, Secretary and Treasurer of the Association shall be considered to have the highest seniority for the duration of their tenure in office. The Association will give the District a list of officers and their tenure in office prior to April 1 of each school year and inform the District when changes occur.
 - b. In the event two (2) teachers have the same length of service in Farmington, the additional determining factors will be in rank order:
 - 1) Total years of teaching service.
 - 2) Highest earned degree.
 - 3) Prior employment with FPS
 - 4) Last four (4) digits of Social Security number (lowest).

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

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

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

E. Part-time Positions

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

ARTICLE XII - REDUCTION OF PERSONNEL

- A. No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof, unless said teacher shall have been notified of said layoff by April 30 of the previous school year. The official action of the Board of Education at a public meeting shall constitute such notice. Teachers hired after April 30, will not be covered under the provisions of the paragraph. Such teachers who have to be laid-off, shall receive notice of layoff prior to June 15, of the previous school year.
- B. Before official action on a reduction of teachers is taken by the Board of Education, the Assistant Superintendent for Human Resources will, two weeks prior to the Board meeting, review and discuss the contemplated reduction with Association Representatives. On or before April 1, the Association shall be presented a list of all members of the bargaining unit, in seniority order, as defined in Articles XI.C.4. and XII.E. A listing will also be provided of teacher building, location, and teaching assignment one (1) week prior to any involuntary transfers or recall of teachers.
- C. In cases requiring a reduction of the teacher work force, the order of reduction shall be:
 1. Probationary teachers according to seniority. If a position cannot be filled with a certified and qualified tenure or probationary teacher in accordance with seniority, a probationary teacher with lower seniority may be retained.
 2. Tenure or continuing contract teachers according to certification, qualifications and seniority. If an assignment cannot be filled with a certified and qualified tenure teacher in accordance with seniority, a tenure or probationary teacher with lower seniority may be retained.

ARTICLE XII - REDUCTION OF PERSONNEL (continued)

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

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

a. High school assignments: Appropriate state certification and ability to meet North Central standards of the position with the exception of advanced computer instruction which will require certification in computer science (NR) or certification in mathematics (EX) and one (1) year of previous teaching experience in advanced computer instruction or demonstrated competency, in teaching advanced computers and Athletic Coordinator which will require experience as an interscholastic coach.

b. Middle school assignments: Appropriate state certification and the ability to meet North Central Standards for the position with the exception of the following assignments:

- 1) Industrial Arts: certification IX necessary.
- 2) Home Economics: certification KH necessary.
- 3) Physical Education: certification MX or MB necessary.
- 4) Music: certification JX necessary with a major in either Vocal or Instrumental Music.
- 5) Art: certification LX necessary.
- 6) Fine Arts certification (OX) will qualify a teacher to teach an assignment including a maximum of two (2) classes in vocal music or art.
- 7) Teachers on the District recall list with ninth (9th) grade JX certification in either vocal or instrumental music will qualify to teach an assignment including a maximum of two (2) classes in either vocal or instrumental music. Teachers not on the District recall list with ninth (9th) grade JX certification in either vocal or instrumental music will qualify but will not be given an assignment including a maximum of two classes in either vocal or instrumental music without their approval.
- 8) Teachers assigned to teach eighth (8th) grade mathematics, science, language arts or social studies must have a major or minor in the subject matter or a minimum of one (1) year experience in Farmington teaching the subject matter in grades 7 through 12.
- 9) Teachers assigned to teach computers must have a major or minor in mathematics and/or demonstrated competency in the use of a computer, or at least one (1) year of experience in teaching use of a computer in grades 1-12.

ARTICLE XII - REDUCTION OF PERSONNEL (continued)

- D. 1. b. 10) Teachers assigned to teach language orientation should have a major or minor in a foreign language or demonstrated competency in a foreign language, or at least one (1) year of previous experience in teaching the subject at the middle school level.
- 11) Teachers assigned to teach a foreign language must have a major or minor, or demonstrated competency in the foreign language taught.
- c. Elementary school assignments: Appropriate elementary certification for the assignment and the ability to meet North Central Standards for the position. Teachers assigned to teach a foreign language must have a major or a minor, or demonstrated competency in the foreign language taught.
- d. Teachers currently employed in the positions below are considered qualified to hold the positions. Persons assigned to the positions at a future date will have to have two (2) years of teaching experience, unless otherwise excluded or modified, and a Master's Degree in addition to the qualifications listed below.
- 1) **Elementary Science Consultant**
 - Elementary (K-8) certification and eighteen (18) semester hours in science or secondary certification 7-12 with an endorsement in science and a minimum of eighteen (18) semester hours in science.
 - 2) **Counselor**
 - a) Two years of teaching and/or school counseling experience in a school district or related educational setting, and
 - b) Possession of a school guidance counselor endorsement (NT) or a current school counselor license.
 - 3) **Language Arts Coordinator**
 - Michigan Teaching Certificate with twenty-four (24) semester hours distributed appropriately in Language Arts areas.
 - 4) **High School Co-op Coordinator**
 - Vocational certification
 - Two (2) years of relevant occupational work experience
 - 5) **Career Development Coordinator**
 - Counseling certification (NT) or a Michigan Teaching Certificate plus completion of the coursework for career development facilitator certification
 - 6) **Telecommunications Coordinator**
 - K-8 or 7-12 certification with a Speech and Drama (BD) endorsement or twenty-four (24) semester hours in communication
 - 7) **ESL/Bilingual Coordinator**
 - Michigan Teaching Certificate with a bilingual and/or E.S.L. endorsement (YA-YS)

ARTICLE XII - REDUCTION OF PERSONNEL (continued)

- D. 1. d. 8) **Reading Specialist**
- Michigan Teaching Certificate and reading endorsement (BR)
 - Twelve (12) semester hours in reading, six (6) hours of which will be in courses whose contents include diagnosis of reading disability and methods of remediation)
- 9) **Delta Coordinator**
- Michigan Teaching Certification or a teaching certificate/licensure from another state that meets that state's requirements related to instruction of gifted children.
 - Meet at least one of the following:
 - a) A minimum of ten (10) semester hours of college course work in education of the exceptional child.
 - b) Documented evidence of attendance at a minimum of three state/national professional development conference events representing a total of ten (10) or more days of training.
- 10) **Mathematics/Computer Coordinator**
- K-8 or 7-12 certification with twenty (20) semester hours in mathematics and two (2) years of teaching the use of computers in any grade; K-12 or computer science (NR) endorsement.
- 11) **Mathematics Coordinator**
- K-8 or 7-12 certification with an endorsement in mathematics (EX) or eighteen (18) semester hours in mathematics.
- 12) **K-12 Music Coordinator**
- K-12 music certification (JX)
- 13) **K-12 Science Coordinator**
- K-8 or 7-12 certification with a science endorsement or twenty-four (24) semester hours in science
- 14) **K-12 Social Studies Coordinator**
- K-8 or 7-12 certification with twenty four (24) semester hours in Social Sciences
- 15) **Staff Development Trainer**
- K-8 or 7-12 certification
 - Advanced study (six hours minimum) in the area of curriculum and/or staff development
- 16) **Elementary Learning Center Teacher**
- K-8 certification.
 - Twelve (12) semester hours in reading, six (6) hours of which will be in courses whose contents include diagnosis of reading disability and methods of remediation.
 - Successful completion of a District provided inservice program in remedial mathematics instruction unless waived

ARTICLE XII - REDUCTION OF PERSONNEL (continued)

D. 1. d. 16) (con't) by the District.

17) Coordinator For Reading and Learning Centers

- K-8 certification or 7-12 certification
- Twelve (12) semester hours in reading, six (6) hours of which will be in courses whose contents include diagnosis of reading disability and methods of remediation
- Successful completion of a District provided inservice program in remedial mathematics instruction unless waived by the District

18) Health Coordinator

- Certification - MX or MA necessary or K-8 certification with 9th grade MX or MA
- The completion of a Department of Education approved twenty (20) clock hours of inservice in sex education, human reproduction, family planning, marriage and family relations, human sexuality, and family life education.

19) Reading Recovery Teacher

- K-8 Certification
- Twelve (12) semester hours in reading, six (6) hours of which will be in courses whose contents include diagnosis of reading disability and methods of remediation.
- All current Learning Center and Chapter I teachers assigned to those positions as of February 1994 will be assumed qualified to fill a Learning Center/Reading Recovery teacher position.
- Following their initial assignment, Reading Recovery teachers will have to become certified as a Reading Recovery teacher through the sponsoring college or university. The cost of certification for these and future Reading Recovery teachers will continue to be borne by the District. On the days that training occurs, teachers' schedules will be altered and they will report to work later so that their total work day (school workday plus time spent in the course) will not exceed seven and one half (7 1/2) hours. Should the teacher fail to become certified, he/she will become an involuntary transfer at the conclusion of the school year.
- Teachers who leave for other employment (outside of Farmington) before completing the one year training and one additional year of service will be required to repay the District for tuition and training costs (if incurred).

20) Student Assistance Program Coordinator

- Certificate/License as School Psychologist (SG) or School Social Worker (SD) or Guidance and Counseling (NT K-9 or K-12).
- Training in Student Assistance, Conflict Resolution, and Collaborative consultation (training may be completed before or after selection for the position)

ARTICLE XII - REDUCTION OF PERSONNEL (continued)

- D. 1. d. 20) (con't) - For persons hired from outside of the District, preference will be given for:
- i. Two (2) years of experience in a school setting
 - ii. Two (2) years of experience working with schools
 - iii. Two (2) years of experience in the field
- e. Career Development Coordinator
Counseling Certification (NT) or Teaching Certification plus Completion of the course work for Career Development Facilitator Certification.
- f. Bargaining unit positions, other than those in D.1.a. through f., according to State Certification or State Department of Education licensing or approval.
- g. No teacher hired prior to November 1, 1998 will be laid off as a result of implementing North Central Standards at the Elementary and Middle School levels. In addition, teachers hired prior to November 1, 1998 will have two years to comply with North Central Standards for elementary and middle school assignments.
2. A teacher will have the right to refuse recall twice to a position in a given school year and still maintain his/her position on the recall list. If a teacher refuses recall to an assignment and maintains his/her position on the recall list, it is understood that he/she will no longer be eligible for unemployment compensation. Verbal nonacceptance of recall to the Human Resources Office will be acceptable, provided written confirmation of the refusal of recall is provided to the involved teacher and the Association.
- E. 1. Seniority shall be defined as the total length of service as an employee of Farmington Public Schools in a bargaining unit position as defined in Article I.A., including all leaves of absence, with the exception of personal leaves granted under Article VIII.L. This length of service shall mean all total service with the employer in an FEA bargaining unit position, and not necessarily continuous, uninterrupted service. An individual's seniority date shall be the date of initial hire by the District into a bargaining unit position, as defined above, and shall only be adjusted because of an interruption of membership as defined in this paragraph or elsewhere within the Master Agreement. However, the persons serving as President, Vice-President, Secretary and Treasurer of the Association shall be considered to have the highest seniority for the duration of their tenure in office. The Association will give the District a list of officers and their tenure in office prior to April 1 of each school year and inform the District when changes occur.
2. In the event two (2) teachers have the same length of service in Farmington, the additional determining factors will be in rank order:
- a. Total years of teaching service.
 - b. Highest earned degree.
 - c. Prior employment with FPS
 - c. Last four (4) digits of Social Security number (lowest)

ARTICLE XII - REDUCTION OF PERSONNEL (continued)

- F. At the time of recall of any teacher, the Association and the Board agree that a teacher's eligibility for recall shall terminate if he/she:
1. Failed to accept a third recall. (A teacher who turns down a third recall will be offered the option of a personal leave of absence.)
 2. Failed to respond within ten (10) days of their receipt of a written call-back notice sent by the Board.
- G. Tenured teachers will remain on the recall list for a time equal to their seniority (length of service) but not less than four (4) years. Probationary teachers will remain on the District recall list for a minimum of four (4) years.
- H. In the event a member of the unit receives unemployment compensation benefits between two (2) school years, (i.e., summer break) and is recalled to employment prior to the beginning of the school year, the amount received after recall in unemployment benefits will be deducted from the teacher's salary for the successor year.
- I.
1. An administrator, having not previously been a member of the Farmington Education Association bargaining unit (hired by the District directly into an administrative position), who has received tenure status as a teacher from the District and is subsequently placed into an FEA bargaining unit position shall be placed on the seniority list with a seniority date equal to the date held by the probationary member with the same certification who they displace through the procedures defined in the Master Agreement, but not greater than the time served as an administrator with the Farmington Schools. If no such probationary member exists, the administrator will have zero seniority.
 2. If the administrator being placed into an FEA bargaining unit position has not received tenure status as a teacher, he/she would also have zero seniority.
 3. Any administrator, having previously been a member of the Farmington Education Association bargaining unit, who returns to a position within said bargaining unit, shall in addition to any seniority obtained in paragraph 1. above have their previous seniority time reinstated and their previous seniority date adjusted accordingly.
- J. Exclusion of tenure in position for the purposes of layoff and recall: Following the 1986-87 school year, a bargaining unit member, who has not previously attained tenure, under the Michigan Teachers' Tenure Act, MCLA 38.71 *et.seq.*; in a position other than as a classroom teacher, who is placed in a position other than a classroom teacher, shall not be deemed to have tenure in such position by virtue of this contract or any individual contract for such nonclassroom position, but shall be deemed to have continuing tenure as an active classroom teacher during any layoff and recall procedures according to Article XII.

ARTICLE XIII - TEACHER EVALUATION AND DISCIPLINE

A. Teacher Evaluation

1. ***Purpose***
The improvement of instruction through evaluation is of the utmost importance. The purpose of this evaluation procedure is to inform staff whether or not their job

ARTICLE XIII - TEACHER EVALUATION AND DISCIPLINE (continued)

A. 1.(con't) performance is acceptable or in need of improvement. Additionally, where teachers have been found to have demonstrated acceptable performance, this procedure is designed to assist individual teachers to grow professionally. This program of evaluation shall be uniform in all schools and shall be consistent with this Agreement. The evaluation procedure also is designed to comply with the legal requirements set forth under the Michigan Teacher Tenure Act.

2. *Evaluation Models*

Three (3) evaluation models will be used to accomplish the above stated objectives.

- a. **Formative Model** - This model will be used for all tenure teachers who have been informed that their performance is satisfactory. This model will consist of goal setting and coaching for professional growth. Great flexibility shall be allowed in order to maximize that individual growth.
- b. **Summative Model** - This model will be used for all tenure teachers who have been notified by the Administration that there exists some area of concern that needs improvement. This model is structured and provides for frequent contact between the teacher and the administrator.
- c. **Probationary Teacher Model** - This model consists of both goal setting and coaching for professional growth, as well as an assessment of acceptability of the teacher's performance. In accordance with legal requirements, each probationary teacher will have an Individualized Development Plan (IDP).

3. *Evaluation Process for Non-Probationary Teachers: Annual Determination*

- a. The performance of all non-probationary teachers is presumed to be satisfactory until there is evidence to the contrary.
- b. By May 1 of each school year, the teacher's evaluator shall notify the teacher in writing of whether his/her teaching is satisfactory or needs improvement. This decision is to be based on the teacher's performance in the current school year. All teachers who have been notified that their performance is satisfactory will be placed on the Formative Model. Teachers needing improvement will be placed on the Summative Evaluation Model. When the evaluator determines that the teacher will be placed on the Summative Model, the evaluator will specifically detail in writing those aspects of the teacher's performance which are deficient and will detail the observations and other facts which formed the basis of this conclusion. Prior to placement on the Summative Model, the evaluator must have tendered notice of deficiencies and have provided the teacher with sufficient opportunity to improve his/her work performance; approximately ninety (90) calendar days following notice. Failure of a teacher to improve his/her work performance within this time period shall not be considered insufficient opportunity. Following placement

ARTICLE XIII - TEACHER EVALUATION AND DISCIPLINE (continued)

- A. 3. b.(con't) on the Summative Model and having been given the opportunity to improve, teachers whose work performance is determined to be unsatisfactory may be notified of dismissal in accordance with the procedures of the Michigan Teacher Tenure Act.
- c. Before May 1, the President of the Association shall be advised of all teachers the District intends to place on the Summative Model. Prior to holding the conference in d. below, the President will inform the District of the Association representative who will be present at the conference when the reasons for placing the teacher on the Summative Model are reviewed with the teacher, unless the teacher waives Association representation.
- d. A conference, as noted in c. above, will then be held for the evaluator to explain such a determination and the specifics which support it. The teacher will be afforded the right to provide additional information and/or rebuttal in writing within twenty (20) calendar days.
- e. The evaluation model on which a teacher is placed may be changed at any time. However, a teacher may be placed on a Summative evaluation model at times other than the normal notification schedule (by May 1) only if it can be demonstrated that there has been a significant change in work performance, or that new facts have been obtained that were not known to the evaluator prior to the preceding May 1.

4. ***Formative Evaluation Model for Non-Probationary Teachers***

- a. All non-probationary staff who are not participating in the Summative Model will participate in the Formative Evaluation Model. The first year of the three (3) year cycle will be an intense year of goal setting and implementation. The second year will be used to continue implementation of the goal(s). The third year is an off-reporting year. The year following receipt of tenure, staff will have an off-reporting year. The following year the teacher(s) will begin the formative process. All procedures and forms to be utilized in this model will be reviewed with the affected staff at the beginning of the evaluation year (September).

- b. The goal(s) shall be selected from the following areas:

Instructional techniques	Community relations
Curriculum	Parent relations
Classroom management	Student relations
Student motivation	Planning and organization
Staff relations	Other subjects (if
Monitoring student achievement	mutually agreed)

ARTICLE XIII - TEACHER EVALUATION AND DISCIPLINE (continued)

- A. 4. c. A conference will be held between the teacher and the evaluator no later than November 1 of the first year of the evaluation cycle for the purpose of mutually agreeing to one or two teacher's goal(s) for the current three year evaluation cycle which will be documented on the formative evaluation form (Appendix H-1, Part 1.). The parties will be encouraged to schedule this conference as early in the school year as possible. The teacher and the evaluator will identify a statement of the goal(s); the specific outcomes expected; the actions to be taken to achieve the goal(s); the resources and assistance needed by the teacher to attain the goal(s); and the methodology and criteria which will be used to measure the attainment of the goal(s). These statements will be recorded on Part 1. of the Formative Evaluation Form and initialed by the teacher and the evaluator to indicate full agreement of each party. If not fully determined and agreed upon at this conference, the teacher and the evaluator will have the responsibility for finalizing the methodology and criteria to be used to demonstrate progress toward the goal(s) no later than the interim conference in c. below. The goal(s) may be amended or replaced by mutual agreement.
- d. An interim conference will be held no later than February 15 of the first year of the evaluation cycle for the teacher and the evaluator to discuss progress.
- e. Prior to May 1 of the first two (2) years of the three (3) year cycle, the administrator will summarize progress taken toward the teacher's goals on Part 2 of the Formative Evaluation Form (Appendix H-1), which will be initialed by both parties.
- f. In the first two (2) years of the three (3) year cycle, a final conference to discuss the teacher's progress may be held prior to May 1, if requested by either the evaluator or the teacher. A summary of this conference will be recorded on Part 3. (Appendix H-1) of the Formative Evaluation Form, and initialed by both parties.
- g. On Part 4. of the Formative Evaluation Form (Appendix H-1) the evaluator will clearly indicate the evaluation system that the teacher is being placed on for the next school year. This decision will occur prior to May 1 and is to be based on the teacher's total work performance which includes, but is not limited to, the teacher's goal attainment within the Formative Model. The evaluator will sign and date the form. The teacher will sign and date to indicate receipt only.
- h. During the third year of the three (3) year cycle, the teacher may choose, but is not required, to continue to participate in the goal setting process on an informal basis.

ARTICLE XIII - TEACHER EVALUATION AND DISCIPLINE (continued)

A. 5. *Summative Evaluation Model for Non-Probationary Teachers*

- a. The evaluator will meet individually with all teachers being evaluated according to this model by October 1 or as soon as practicable following placement on the Summative Model if placement occurs during the school year. At this meeting the evaluator will explain the Summative Evaluation Model and the forms, as contained herein, to be used in the process. The evaluator will provide in writing the specific reasons for their placement on this evaluation model, and the specific expectations of the district with regard to their improved performance.
- b. The evaluation of the performance of teachers placed on this model will be based upon the teacher's total work performance as set forth in the standards in Appendix H-2, which must be documentable. Observations will be conducted by the teacher's evaluator, as described below:
 - 1) All observations of a teacher shall be conducted openly and with the full knowledge of the teacher.
 - 2) All three of the observations listed in 4. below shall be for not less than 30 minutes.
 - 3) Teachers will be advised of the evaluator's intent to conduct each of the three (3) observations listed in 4. below no later than the school day prior to the observation.
 - 4) At least three (3) observations shall be conducted during the school year; the first no later than November 15, the second no later than January 15, and the third no later than March 15. The evaluator will be permitted to extend these deadlines to the first school day during which both parties are present, should any scheduled observation need to be rescheduled due to the unanticipated absence of the teacher.
 - 5) More and longer observations are encouraged.
- c. The teacher and the evaluator shall confer following each observation. This conference shall occur within three school days during which both parties are present. The purpose of such a conference is to provide the teacher with specific information regarding the observations of the evaluator and conclusions reached as a result. If the evaluator has noted any items, which reflect deficiencies in the teacher's performance, they shall be brought to the teacher's attention at this meeting. The evaluator will attempt to give specific direction and advice to teachers on how to correct the specific professional deficiencies noted in the observation of the teacher's

ARTICLE XIII - TEACHER EVALUATION AND DISCIPLINE (continued)

- A. 5. c.(con't) performance. The evaluator will verify, in writing, the deficiencies and specific direction within ten (10) school days of the meeting. The teacher is entitled to a dissenting opinion or to make a clarifying statement which shall be attached. This written response must be given to the evaluator within ten (10) school days of receipt of the evaluator's written comments. The teacher will attempt to correct the noted deficiencies.
- d. Prior to May 1, a written evaluation shall be completed on the Summative Evaluation Form which shall summarize the performance of the teacher. This report shall be provided to the teacher in a conference held prior to May 1. If the teacher is to continue on the Summative Model, the administration will attempt to give specific direction and advice to teachers on how to correct the specific professional deficiencies noted in the observation of the teacher's work performance. Teachers will attempt to correct the deficiencies noted on their evaluation by the administrator. The evaluator will clearly indicate the evaluation system that the teacher is being placed on for the next school year if the teacher is not recommended for dismissal.

6. *Probationary Teacher Evaluation Model*

- a. The evaluator will meet with all teachers being evaluated according to this model no later than October 1. At this meeting the evaluator will explain the Probationary Teacher Evaluation Model, the requirement of the Individualized Development Plan (IDP), and the forms, as contained herein, to be used in the process.
- b. A teacher who is on probation shall be evaluated annually using the Probationary Teacher Evaluation Form (Appendix H-3), as contained herein. This evaluation shall be completed and reports submitted to the Human Resources office no later than April 1.
- c. The evaluation of the performance of teachers placed on this model will be based upon the teacher's total work performance as set forth in the standards in Appendix H-3, which must be documentable. Observations will be conducted by the teacher's evaluator, as described below:
- 1) All observations of a teacher shall be conducted openly and with the full knowledge of the teacher.
 - 2) A minimum of two (2) observations listed in 4. below shall be for not less than 30 minutes.
 - 3) Teachers will be advised of the evaluator's intent to conduct each of the two observations listed in 4. below no later than the school day prior to the observation.

ARTICLE XIII - TEACHER EVALUATION AND DISCIPLINE (continued)

- A. 6. c. 4) At least two (2) observations shall be conducted during the school year. The first no later than December 15, and the second no later than March 1. The evaluator will be permitted to extend these deadlines to the first school day during which both parties are present, should any scheduled observation need to be rescheduled due to the unanticipated absence of the teacher.
- 5) More and longer observations are encouraged.
- d. The teacher and the evaluator shall confer following each observation. This conference shall be scheduled within three (3) school days following the observation and shall be held as soon as possible thereafter. The purpose of such a conference is to provide the teacher with specific information regarding the observations of the evaluator and conclusions reached as a result. If the evaluator has noted any items which reflect deficiencies in the teacher's performance, they shall be brought to the teacher's attention at this meeting and verified in writing within ten (10) school days of the meeting. The evaluator will attempt to give specific direction and advice to teachers on how to correct the specific professional deficiencies noted in the observation of the teacher's performance. Teachers will attempt to correct the noted deficiencies. The teacher is entitled to a dissenting opinion or to make a clarifying statement which shall be attached. This written response must be given to the evaluator within ten (10) school days of receipt of the evaluator's comments.
- e. 1) In Appendix H-4, the evaluator, in consultation with the teacher, shall also develop an Individualized Development Plan (IDP) consisting of up to two (2) goals. A conference will be held between the teacher and the evaluator no later than November 1 of the first year of the probationary evaluation cycle for the purpose of mutually agreeing to the teacher's goal(s) for the IDP. The teacher and the evaluator will identify a statement of the goal(s), the outcomes expected, the actions to be taken, and the resources and assistance needed by the teacher. This information will be recorded on the IDP form as contained herein, and initialed by the teacher and the evaluator to indicate consensus. The goal(s) may be amended or replaced by mutual agreement. The goal(s) will be selected from the following areas:

- | | |
|--------------------------------|---------------------------|
| Instructional techniques | Community relations |
| Curriculum | Parent relations |
| Classroom management | Student relations |
| Student motivation | Planning and organization |
| Staff relations | Other subjects |
| Monitoring student achievement | (if mutually agreed) |

ARTICLE XIII - TEACHER EVALUATION AND DISCIPLINE (continued)

- A. 6. e. 2) An interim conference may be held, if requested by either party, for the teacher and the evaluator to discuss progress.
- f. Prior to April 1 and before writing the final evaluation, an evaluation conference must be conducted with the teacher. It is recommended that the evaluator and the teacher discuss the evaluation to understand all aspects of the review. If the probationary teacher's contract is to be renewed, the administration will attempt to give specific direction and advice to teachers on how to correct the specific professional deficiencies noted in the observation of teacher's work performance. Teachers will attempt to correct the deficiencies noted on their evaluation by the administrator. Progress towards the IDP goals will also be discussed and summarized on Part 2. (Appendix H-4) of the Individual Development Plan form, and initialed by both parties.
- g. The final evaluation form (Appendix H-3) shall be given to the probationary teacher no later than April 1 of each school year. The IDP (Appendix H-4) will be attached to the evaluation form for record keeping purposes.

7. *General Provisions*

- a. All evaluations shall be conducted using the forms contained in Appendix H. Evaluator's comments are not restricted by the number of lines on these forms.
- b. Teachers assigned to one building will have one evaluator who will be their immediate supervisor/building administrator, except as provided in Article XIX, C., D., and E. The Board and the Association may mutually agree that an emergency or situation/circumstance exists which warrants a different administrator being the evaluator. Having agreed that a new evaluator is warranted, the parties will then mutually agree on the identity of this individual. Failure to reach agreement on the identity of the new evaluator should not result in the District being unable to comply with its contractual and/or legal obligations to evaluate a teacher. Therefore, if the parties cannot reach agreement as to whom the new evaluator should be, each party will submit the name of one administrator and a blind draw will be made in the presence of both parties to select the new evaluator. In the case of other teachers who are assigned to more than one building, the supervisors may jointly complete the evaluation form, provided that each supervisor follows all of the procedures established in this article. Teachers will be advised of the identity of their evaluator(s) at the beginning of each evaluation cycle.
- c. Evaluators shall inform teachers, in writing, of their successes and/or needs.
- d. The teacher shall have the right to request an additional evaluation by another administrator from within the district.

ARTICLE XIII - TEACHER EVALUATION AND DISCIPLINE (continued)

- A. 7. e. Unless it adversely affects their teaching performance, the private and personal lives of teachers is not within the appropriate concern or attention of the Board. Teachers are entitled to full rights of citizenship and no teacher will be disciplined or discriminated against for exercising those rights.
- f. A teacher, who so requests, may have an Association representative present during any conference with an administrator or supervisor.
- g. It is understood that no evaluation of a teacher's work performance shall be made apart from the procedures listed in this Agreement.
- h.
 - 1) The administration may allow an experienced teacher to observe and assist a teacher, upon the request of the teacher and the consent of the experienced teacher.
 - 2) Such observation and assistance shall be for the teacher's improvement only, and shall not be used for tenure or become part of the teacher's record.
 - 3) Persons other than an administrator or a teacher may observe a classroom only with the permission of the teacher and the building supervisor, except as provided in Appendix K.
- i.
 - 1) The principal may request the department chairperson to observe and assist a teacher, after specifying the area of concern.
 - 2) Department chairpersons may assist a teacher in their department in self- evaluation.
 - 3) Such evaluations and observations shall be for the teacher's improvement only, and shall not be used for tenure or become part of the teacher's record.

B. *Association Representation*

When teachers are called to their supervisor's office for the intended purpose of being reprimanded or disciplined, they shall be advised of their right to have an Association representative present. Whenever a written reprimand, warning, or disciplinary action is issued, the findings and decisions of the administrator shall be filed in the teacher's personnel file, and a copy given to the teacher. Teachers shall have the right to attach their comments to the administrator's written statement.

ARTICLE XIII - TEACHER EVALUATION AND DISCIPLINE (continued)

C. Discipline and Discharge

1. No teacher shall be disciplined, demoted, dismissed, or suspended without pay, or reprimanded without reasonable or just cause. The action shall be appropriate to the offense, and uniformly administered. Reasonable and just cause shall include, among other causes:
 - a. Incompetence.
 - b. Insubordination.
 - c. Immorality.
 - d. Any violation of the terms of this agreement.
 - e. Lapse of certification.

2.
 - a. When probationary teachers are notified of discharge by the Personnel Office, they will also be notified of their right to have a closed Board hearing on the merits of such action. The hearing may be held after official Board action of their dismissal, providing the hearing request is made within twenty (20) school days of official notification of discharge. If probationary teachers request a hearing, they will receive a written statement of the reasons their work performance was considered unsatisfactory ten (10) school days in advance of the hearing. The decision of the Board, regarding their reinstatement, will be final and nongrievable.

 - b. In positions where certification is not required, or tenure does not apply, the first four (4) school years of employment shall be deemed to be probationary. An individual will be required to serve only one (1) probationary period in the District.

 - c. After satisfactory completion of the probationary period, the teacher shall be placed on a continuing contract by the Board.

 - d. If individuals are in a position which does not require a teacher's certificate, they must meet temporary state approval for the position occupied, before starting the probationary period, and shall not receive a continuing contract unless fully approved by the state.

ARTICLE XIV - TEACHER PROTECTION

- A.
 1. Any case of alleged assault and/or battery upon teachers, which had its inception in a school-centered problem, shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise teachers of their rights and obligations with respect to alleged assault and/or battery, and shall render other assistance it deems necessary to the teacher in connection with handling the incident by law enforcement and judicial authorities. Time lost by teachers other than for disability in connection with incidents described above will not be charged to teachers unless teachers are adjudged guilty, or judgment is rendered against them in connection with such alleged

ARTICLE XIV - TEACHER PROTECTION (continued)

- A. 1.(con't) assault and/or battery upon them in a court of competent jurisdiction from which no appeal has been taken.
2. a. Any teacher allegation of assault and/or battery made against a student shall be promptly reported to the Board or its designated representative. The student will be suspended immediately by the administrator, pending a hearing with the student, teacher, parent, and administrator to determine whether assault and/or battery occurred. The Board shall provide legal counsel to advise teachers of their rights and obligations with respect to the alleged assault and/or battery and shall render other assistance it deems necessary to the teacher in connection with handling the incident by law enforcement and judicial authorities.
- b. If the administration determines that alleged assault and/or battery occurred, they will recommend either extended suspension or expulsion of the student to the 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 student seven years or younger or a Special Education student, the Director of Student Services may approach the Association for a deviation of the penalty or procedures outlined above; which will not be unreasonably denied.
- B. The Board will continue to accept its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and school.
- C. Teachers will follow building discipline policies and the Student Code of Conduct for routine discipline problems. When it becomes necessary for a teacher to exclude a pupil who is interrupting the educational process, the teacher may send the student to the office. The student will not be returned to the classroom until the teacher has been notified, in a timely and appropriate manner, of the action taken by the administration.
- D. Suspension of students from school may be imposed only by principals or their designated representative, except as otherwise provided in Section 1309 of the Michigan School Code-Revised.
- E. 1. In the event a student's grade is changed, it will be done in accordance with the procedures set forth in Appendix F.
2. All meetings of the Grade Review Panel shall be held during the regularly scheduled school day. The administrator shall be responsible for securing substitute teachers for review panel members and the affected teachers.
3. In the event a grade change is approved by the Grade Review Panel, the student's report card, which includes the teacher's name, shall carry the notation that the grade was changed by the Grade Review Panel.
4. The Grade Review Panel will consist of three teachers appointed by the Farmington Education Association, one parent appointed by the District Parent Advisory Council, and the Assistant Superintendent for Instruction.

ARTICLE XIV - TEACHER PROTECTION (continued)

- F. 1. Complaints made by a parent, community member, pupil, or non-supervisory staff which are directed at the teacher's performance shall be promptly called to the teacher's attention. The immediate supervisor will refer the complainant to the teacher, where appropriate, in an attempt to try to resolve the issue. 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 complaints are received, which are anonymous to the teacher, the teacher shall be notified but no action will be taken on them and they will not be placed in the teacher's personnel file. No unsigned complaints or complaints that were signed with the signature blocked out or obliterated may be placed in the teacher's personnel file.
- G. Under no circumstances shall teachers assume responsibility for storage or administration of medication unless the teacher is designated by the principal. Such designee shall be fully protected and insured by the Board from liability of such action.

Legal Reference: Public Act No. 157, 340.378: "A teacher who, in good faith, administers medication to a student in the presence of another adult, pursuant to written permission of the student's parent or guardian, and in strict compliance with the instructions of physician, is not liable in any criminal action or for any civil damage as a result of administering, except for acts of admissions amounting to gross negligence or willful and wanton misconduct."

H. Personnel Files

1. 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 personnel office.
- c. Any third party other than designated Board representatives, must have written permission from the teacher to review his/her file. Designated Board representatives are those who have a professional reason related to employment, to review the file. This section shall not apply if any of the following occur:
- 1) The employee has specifically waived written notice as part of a written, signed employment application with another employer.
 - 2) The disclosure is ordered in a legal action or arbitration to a party in that legal action or arbitration.
 - 3) Information is requested by a government agency as a result of a claim or complaint by an employee.
2. The personnel file will contain all official records regarding the employment of a teacher by the District.

ARTICLE XIV - TEACHER PROTECTION (continued)

- H. 3. a. Any document related to a teacher's work performance that is added to the teacher's personnel file will be clearly annotated at the bottom of each page "cc: Personnel File". The document will be initialed or signed by the teacher. A copy of the document will be sent to the teacher upon receipt in the Human Resources Office.
 - b. The teacher will be entitled to attach a dissenting opinion and/or clarifying statement to the document. This opinion/ statement will be initialed or signed by the teacher and the administrator or the Assistant Superintendent for Human Resources. A copy of the document will be sent to the teacher upon receipt in the Human Resources Office.
 4. No records may be entered into a teacher's personnel file by a Board representative regarding a fact or occurrence about a teacher later than six months following the occurrence or knowledge of the occurrence by the Board representative.
 5. Records that are not already a part of a teacher's personnel file according to the procedures listed in Article XIV.H.3.,4. will not be used or referred to during the grievance procedure. However, this paragraph will not prohibit testimony as to a fact or occurrence by a teacher, the Association, or a District representative in hearing held during the grievance procedure.
 6. At the request of the teacher, letters of compliment will be added to the employee's personnel record.
- I. The following provisions shall be applied to all requests for information regarding a bargaining unit member under the Freedom of Information Act (FOIA):
1. Once a FOIA request is received by the District, the involved bargaining unit member and the Association Uniserv director and/or Association President shall be promptly notified and provided with a copy of the FOIA request.
 2. If requested by the employee, and as soon as possible, the District will meet with the affected employee (and Association representatives if the employee requests such representation) to review the FOIA request and the document(s) requested, provided schedules permit within FOIA timelines.
 3. The District will attempt to honor all exemptions regarding production of documents as identified in FOIA, to the extent they apply.
 4. Disciplinary reports, letters of reprimand and other records of disciplinary action which are more than four (4) years old will not be released, unless mandated by changes in applicable law.
 5. Records relating to unsubstantiated complaints against an employee and/or investigatory record into an employees conduct, where disciplinary action is not taken will be expunged and not released to third parties.

ARTICLE XIV - TEACHER PROTECTION (continued)

- I. 6. On any documents that are to be released under a FOIA request, all material deemed to be exempt must be redacted.
- J. The teacher will be entitled to attach a dissenting opinion or clarifying statement to any written communication sent by an administrator to a teacher regarding his/her work performance. This document will be initialed or signed by the administrator and teacher.

ARTICLE XV – INSERVICE, CONFERENCES AND CONVENTIONS

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

ARTICLE XV – INSERVICE, CONFERENCES AND CONVENTIONS (continued)

- C. 5. By June 1, the Building Inservice Committee will prepare an annual report detailing the disbursement of monies from the inservice fund and identifying the amount of monies, if any, to be carried forth to the succeeding year. A copy of this report will be forwarded to the Association.

- D. 1. For the purpose of establishing inservice committees, all employees will be placed in the building fund in which they receive their paycheck, with the exception of the following pooled funds:
 - a. District-wide coordinators and staff development trainers.
 - b. All special education personnel other than those with full-time assignments in one building.
 - c. William Miller School
 - d. Warner and Our Lady of Sorrows

- 2. The base amounts of building carryover were established in 2000-2001 by a memorandum of understanding.

- E. 1. There shall be no deduction from the teachers' leave bank credit for attendance at a conference or convention.

- 2. There shall be no loss of regular salary to teachers attending approved conferences and/or conventions.

- 3. Principals may grant days in addition to those for which there is reimbursement.

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

- G. An inservice/staff development committee will be formed according to Section 97 to determine the use of Section 97 provided funds for District inservice and staff development.

ARTICLE XVI - SCHOOL CALENDAR

All teachers' duty calendars will be shown in Appendix A. The duty calendars shall be as follows:

<u>School Year</u>	<u>Student Days</u>	<u>Teacher Days</u>
2007-2008	180	186
2008-2009	180	186
2009-2010	180	186

ARTICLE XVI - SCHOOL CALENDAR (continued)

All SCI/SXI teachers' duty calendars will be shown in Appendix A. The duty calendars shall be as follows:

<u>School Year</u>	<u>Student Days</u>	<u>Teacher Days</u>
2007-2008	220	226
2008-2009	220	226
2009-2010	TBD	TBD * (but not less than 186)

* In the event SCI/SXI calendar is reduced to 180 student days, the Association and the District will meet to determine criteria for assignment of teachers required to provide extended school year services to students.

- A. The duty calendar as scheduled in Appendix A also includes three (3) days (18 hours) of professional development hours as set forth in Article V.A.1.f.. Scheduled days of instruction which are not held, due to notice provided under Article III.F.1. will be rescheduled by mutual agreement of the Board of Education and the Association to insure the minimum days and hours required by the state are met insuring full state aid. In the event the Association and the Board cannot agree on the rescheduling of days, the Board of Education will establish the makeup dates. Teachers will receive their regular pay for days which are canceled but will work on any rescheduled days with no additional compensation.
- B. Regulations governing teachers' workdays shall be as follows:
1. During the initial workday, as shown in Appendix A, no Districtwide level, building, departmental, or general meetings will be held which exceed two (2) hours. No building meetings shall be held on elementary card marking half (1/2) days, except in the case of an emergency.
 2. No more than one (1) short building meeting will be held during the teacher work days at the end of each trimester. Such meetings will be scheduled so as not to interrupt work more than necessary.
 3. Final Workday:
 - a. Building checkout procedures, as determined by the building principal, will be scheduled so that teachers may complete the procedures no later than 11:30 a.m. Teachers may leave the building as soon as their work is completed.
 - b. Teachers who anticipate being unable to complete the building checkout procedures by 11:30 a.m. of the final workday will be allowed to make arrangements with their building principal to complete the checkout procedures during the remainder of the workday, providing the teachers notify the building principal at least two (2) workdays in advance.
 - c. Report cards will be mailed unless a building staff agrees to another method of distribution proposed by the building principal.
 4. School will be dismissed Districtwide for half (1/2) days or full days for inservice, according to Appendix A, during the school year.

ARTICLE XVI - SCHOOL CALENDAR (continued)

- B. 5. Middle and high school teachers will have until the end of the day, Tuesday, following the end of each of the first two trimesters, to complete report cards.
- C. Teachers who are enrolled in and will be attending a university or college for summer study, requiring them to be absent the last week of school or any part thereof, shall receive the difference between the cost of the substitute and their regular salary, provided the teacher furnished the Board evidence that it is necessary to leave during this time period.
- D. The School Calendar is subject in all respects to the regulation of the State of Michigan, and in the event that any provision of this Article or Appendix A shall at any time be officially determined to be contrary to the regulations of the State of Michigan, the Association and the Board will mutually agree on a provision that will meet the minimum requirements for full State Aid.
- E. On those half (1/2) days in the school calendar designated as "Teacher Records Day," teachers, with the consent of their supervisor, may perform their duties at a site other than their assigned worksite. Teachers must request permission from their principal/supervisor on an individual basis. If granted, it is understood that they are released to continue their work at an alternate location.

ARTICLE XVII - ADDITIONAL TEACHING ASSIGNMENTS

- A. Student Teaching Program:
 - 1. A teacher must volunteer to participate in any student teaching program.
 - 2. Unless there are no other volunteers available, no supervising teacher shall have more than one (1) student teacher in any one (1) class per year.
 - 3. The Board shall assume all legal responsibilities for the supervising of the student teacher.
 - 4. The student teacher will be interviewed by the principal and prospective supervising teacher; the student teacher will submit an autobiographical sketch, a summary of classes taken, and a statement of academic achievement, to the principal and supervising teacher. If, as a result of the interview, it is found that incompatibilities exist, the student teacher may be reassigned.
- B. Summer School:
 - 1. In the event a summer school program is authorized by the Board, notice of all anticipated summer school vacancies will be posted by the Human Resources Office by May 1, for at least ten (10) working days, prior to filling vacancies.
 - 2. In filling such anticipated vacancies, the supervisor of the program shall consider the qualifications of the applicants. Whenever two (2) or more teachers apply for a summer school teaching position, and in the opinion of the Supervisor, their qualifications are equal or similar, preference shall be given to the applicant with the greater length of service to the District.
 - 3. Appointments to summer school positions will be made the first (1st) day following the official registration. Appointments will be made by letter, specifying the subject, hours, and place of assignment.

ARTICLE XVII - ADDITIONAL TEACHING ASSIGNMENTS (continued)

- B. 4. When the 4th of July falls on a Monday, Wednesday or Friday, school shall be closed and the teachers shall receive compensation for that day at the regular daily rate. When the 4th of July falls on Sunday or Tuesday, school will be closed on Monday. When the 4th of July falls on Thursday or Saturday, school will be closed on Friday. Teachers shall receive compensation for those days at the regular daily rate.
5. It is the responsibility of all summer school teachers to honor written Board policies and written administrative regulations not in conflict with the terms of this agreement.
6. Summer school teachers shall be eligible for one (1) sick leave day during the summer school program. This day will be cumulative as long as the teacher remains with the summer school program, but will not be added or subtracted from the teacher's regular full time sick leave bank.
7. The following portions of this agreement shall not apply to Article XVII-B., Summer School: Article I.B., D., E., F.; Article III-D; Article V.A., 1-6., B.6.a., B.9; Articles VII (except VII.A.11); VIII; IX; X.B.; XI; XIII; XIV.F; XV; XVI; XVII.A., C.; XIX; XXI; and XXII.
- C. Driver Education:
1. In the event the Board of Education authorizes a driver education program the position(s) will be posted by the Human Resources Office for at least ten (10) working days, prior to filling the vacancies.
2. Anticipated vacancies shall be filled in the following order:
- Farmington teachers, according to years of experience in this program. One (1) year of experience shall be granted for one (1) or more sessions per year. In the case of a tie, the teacher with the greater seniority in the District shall prevail.
 - Farmington teachers, according to seniority in the District.
 - Teachers from outside the District.
3. When more than one (1) driver education session is held, positions will be filled according to the procedure defined in C.2., separately for each session.
4. It is the responsibility of all such driver education teachers to honor written Board policies and administrative written regulations not in conflict with the terms of this agreement.
5. When the 4th of July falls on a Monday, Wednesday, or Friday, school shall be closed and the teachers shall receive compensation for that day at the regular daily rate. When the 4th of July falls on Sunday or Tuesday, school will be closed on Monday. When the 4th of July falls on Thursday or Saturday, school will be closed on Friday. Teachers shall receive compensation for those days at the regular daily rate.

ARTICLE XVII - ADDITIONAL TEACHING ASSIGNMENTS (continued)

- C. 6. The following portions of this agreement shall not apply to Article XVII.C., Driver Education: Article I.B., D., E., F.; Article III.D.; Article V.A.1-6, B.6.a., B.9; Articles VII (except VII.A.12); VIII; IX; X.B; XI; XIII; XIV.F; XV; XVI; XVII.A., B.; XIX; XXI; XXII.

ARTICLE XVIII - GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of the agreement may be processed as a grievance as hereinafter provided.
- B. All time limits herein shall consist of school days. School days shall be defined as work days exclusive of vacation time or holidays. The tolling date for all responses/appeals of grievances at each level will begin the day following receipt of the response/appeal. Time limits may be extended upon good cause shown, or mutual consent of the parties. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive and failure to conform to them shall mean default by the party failing to conform. In the event of default by the Board, the remedy requested by the grievant shall be granted. In the event of default by the grievant, the grievant loses the right to process the grievance further. However, default will not mean acceptance of either party's last written position.
- C. 1. Any teacher having a problem and/or grievance may discuss the matter with their principal/supervisor during non-teaching hours, with the object of resolving it informally. The Association building representative or Association officer may also be present, if requested. Any informal resolutions must be consistent with the master agreement and will not establish a precedent.
2. The Association may discuss matters involving the implementation and interpretation of the contract with the Superintendent or his/her representative, with the object of resolving it informally.
- D. In the event the matter is a grievance and is not satisfactorily resolved, the following procedure shall be followed:
1. Step One:
- a. The grievance shall be reduced to writing within ten (10) school days after the occurrence of the alleged violation or ten (10) school days after the knowledge of the alleged violation, signed by the grievant or Association and filed with the appropriate supervisor who could remedy the alleged grievance.
- b. Should a grievance be filed more than forty (40) school days after the occurrence of an alleged violation, the grievance will be considered untimely under Section B., above.
- c. Within ten (10) school days after the receipt of the written grievance, the supervisor shall give an answer, in writing, to the grievant and to the Association.
- d. Only the Association may, at its option, process a grievance via an expedited grievance procedure. This will be accomplished by filing a grievance at Step Two according to the language of Step One of the grievance procedure, provided the grievance has been discussed by the grievant or Association with the principal or supervisor prior to filing at Step Two. In the event the

ARTICLE XVIII - GRIEVANCE PROCEDURE (continued)

- D. 1. d.(con't) Association is unable to contact the principal or supervisor during the ten (10) day period, the requirement of discussing with them prior to filing at Step Two will be waived.
2. Step Two:
In the event the grievant is not satisfied with the disposition of the grievance at Step One, within ten (10) school days from the date of receipt of the supervisor's answer, the grievant may appeal the grievance to the Office of the Assistant Superintendent for Human Resources. Such appeal shall be in writing. Within ten (10) school days of receipt of the appeal from Step One of the grievance procedure, the Assistant Superintendent for Human Resources, or a designee, shall present the Association or grievant with a written answer to the grievance. The Assistant Superintendent for Human Resources, or a designee, shall also have the option of holding a hearing on the grievance within the ten (10) school day period.
3. Step Three:
Within ten (10) school days after receiving the decision from the Assistant Superintendent for Human Resources in Step Two the grievant or the Association may appeal to the Superintendent of Schools, or a designated representative. The appeal will contain the grievance, Step Two decision and the reasons why the appeal is being made. The Superintendent or designee shall review the grievance and respond in writing within ten (10) school days after the date of receipt of the appeal.
4. Step Four:
If the alleged grievance is not settled at Step Three, only the Association may appeal the grievance to arbitration. The Association may appeal the matter to arbitration, provided written notice to appeal is given to the District within ten (10) school days from the date of receipt of the written answer at Step Three. If within ten (10) days of the Association's declared intent to appeal to arbitration the parties cannot agree as to an arbitrator, the arbitrator will be selected in accordance with the rules and regulations of the American Arbitration Association.
- E. The arbitration hearing will be conducted according to the rules of the American Arbitration Association. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator will be final and binding on both the Association and the Board.
- F. The grievant may request assistance from the Association for aid or representation.
- G. Any grievance occurring during the period between the termination date of this agreement and the effective date of a new agreement shall not be processed.
- H. No claim for reimbursement of back wages shall exceed the amount the grievant would otherwise have earned during the period of time the violation was in existence.
- I. All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel file of the participants.
- J. The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.

ARTICLE XVIII - GRIEVANCE PROCEDURE (continued)

- K. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discussing and having it resolved informally with the employer, provided the Association be given the opportunity to be present at the hearing or meeting of such grievance and the final decision by the employer is not inconsistent with the terms of this agreement. An individual filing a grievance will have the right to proceed through Step Three of the grievance procedure.
- L. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services of, or failure to re-employ, a probationary teacher.
 2. Any matter subject to the procedures specified in the Teachers' Tenure Act (Act 4 of Public Acts, Extra Sessions of 1937 of Michigan, as amended).
- M. Grievances arising under this Article shall be processed during non-teaching hours. For the purpose of this Article, non-teaching hours shall mean the time before school begins for pupils and after school ends for pupils and during a teacher's lunch period and conference period, as mutually agreed upon between the parties.
- N. Within three (3) weeks following the opening of school, the Association shall certify, in writing, the names and positions of Association officials and building representatives. After said period, the Board shall not recognize any Association official or representative until the names have been so certified. In addition, the District will be provided a list of Association representatives for a succeeding school year by April 1 of the current school year.
- O. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. During summer recess, school days shall be counted as five (5) school days per calendar week.
- P. The fees and expenses of the arbitrator shall be shared equally between the Board and the Association. Teachers called by the Association as witnesses will be granted leave with pay for the time required. The Association will be billed for the substitute cost. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of a witness called by the other. Administrators and teachers who have knowledge pertinent to the grievance shall, if possible, be made available as witnesses, upon five (5) school days advance notice by either party.

ARTICLE XIX - SPECIAL EDUCATION

- A. Special education personnel, other than classroom teachers, will notify the Special Education Office of impending absence. The Special Education Office will notify the building(s) involved.
- B. The regular work day for special education classroom teachers shall be the same as for all other regular teachers in the District.
- C. Psychologists and school social workers shall be evaluated by the Director of Special Education.
- D. All other special education support personnel shall be evaluated by their designated special education supervisor.

ARTICLE XIX - SPECIAL EDUCATION (continued)

- E. Special education classroom teachers shall be evaluated jointly by the principal of the building in which they are located and their designated special education supervisor.
- F. The maximum class size and consultant case loads shall not exceed the maximum standards established by the Michigan Department of Education.
- G. A supervisor or director may call for a meeting of resource room teachers up to one half (1/2) day per month.
- H. The Board will prepare and publish and maintain a complete catalog of available special services for the use of the District instructional staff. This catalog will contain a listing and description of available services and will be posted in each building. The Board will also prepare and annually publish the assignments, by name and position, of special services personnel listed in the catalog and post such a list in each building by October 30.
- I. An involuntary transfer in special education is defined as a teacher whose position has been eliminated. In the event the Director of Special Education determines that involuntary transfers of special education classroom teachers are necessary, the following will apply:
 - 1. The Director of Special Education will meet with the Association president prior to any involuntary transfers to review the criteria for filling the existing vacancies. In determining the criteria needed for filling the existing vacancies, the Director of Special Education will consider length of service, experience needed for the position, program stability needs, certification, and special education program needs. The Director of Special Education will then develop a list of special education teachers who meet the criteria for the existing vacancies.
 - 2. If involuntary transfers are found to be necessary, the teacher(s) will be notified. Teachers who are identified as involuntary transfers will select in seniority order from the list of vacancies a position for which they are certified and qualified according to the criteria established in I.1. above. In the event the number of involuntary transfers exceeds the number of vacant positions, the Director of Special Education will create vacancies by displacing teachers with less seniority than the remaining involuntary transfers. If there are no teachers with less seniority, an involuntary transfer may be subject to layoff.
 - 3. In the event that a number of similar classrooms exist in one building (ex: resource rooms) and one, or more of those classrooms is eliminated, the involuntary transfers) will occur in order beginning with the least senior teacher(s).
 - 4. The Director of Special Education will review any voluntary transfer requests to determine if they meet the criteria. Voluntary transfer requests may be granted by the Director of Special Education at any time during the staffing process to facilitate the needs of the department.
 - 5. If a vacant position is posted between the first day of school and April 1 for filling the following school year and a special education classroom teacher has been placed in the position pursuant to I.1. above, he/she will become an involuntary transfer at the end of the school year.

ARTICLE XIX - SPECIAL EDUCATION (continued)

J. Severely Cognitively Impaired (SCI)/Severely Multiply Impaired (SXI)

1. The teachers assigned to the SCI/SXI program shall be paid for the number of days established in Article XVI. Their per diem rate shall be determined by dividing the appropriate column/step amount listed in the Appendix B 186 day salary schedules by 186. Their salaries, as listed in the Appendix B SCI/SXI salary schedules, are determined by multiplying their per diem by the number of days they are scheduled to work.
2. Included in the SCI/SXI school year will be six (6) inservice half (1/2) days, and six (6) teacher half (1/2) workdays. The supervisor will schedule parent-teacher conferences.
3. The teachers assigned to the SCI/SXI program shall be allowed the option of taking up to two (2) weeks off without compensation. This time off, if taken, shall be in addition to normal vacation time, and time off between the ending of one school year and the beginning of another, as established in the calendar for the SCI/SXI program. Such time off shall be taken during a single, consecutive block of time, as approved by the supervisor of the SCI/SXI program. Requests for vacation time during a coming school year will be given to the SCI/SXI director by May 1. The specific calendar dates will be submitted to the supervisor at least sixty (60) calendar days prior to the vacation period requested.
4. If two (2) or more individuals, affected by this contract, request time off for the same period of time, the supervisor of the SCI/SXI program shall consider the requests in order of the individual's seniority. The request of the individual with the greatest seniority shall then be approved, and so on, in order of seniority, until all requests have been approved or rescheduled.
5. Upon approval of the supervisor of the SCI/SXI program, all requests for time off beyond two (2) weeks as well as all requests made after the May 1 deadline may be granted.
6. The teachers assigned to the SCI/SXI program shall be granted three (3) sick days and one (1) personal business day per year, in addition to those provided in Article VIII.O.
7. The teachers assigned to the SCI/SXI program shall not be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said teacher shall have been notified of said layoff at least sixty (60) days prior to the last teaching day of the previous school year.
8.
 - a. The SCI/SXI calendar, running from July 1 to June 30, is subject in all respects to the regulations of the State of Michigan, and in the event that any provisions of this Article or Appendix A shall at any time be officially determined to be contrary to the regulations of the State of Michigan, the Association and the Board will mutually agree on provision that will meet the minimum requirements for full state aid.
 - b. In the event the number of session days required by the State of Michigan are reduced, the Association and the District will mutually agree on a calendar providing for the number of reduced session days.

ARTICLE XIX - SPECIAL EDUCATION (continued)

- J. 9. In the event the District or County is forced to cancel the program during the life of this agreement, the first two (2) paragraphs of Article XIX.J., will be considered null and void.
- 10. All other provisions of this agreement shall apply to the teachers, nurses, occupational and physical therapists, speech therapists and other bargaining unit members assigned to the SCI/SXI program.
- K. Any requests approved by the State Department of Education for a deviation from the rules as set forth in the Revised Administrative Rules for Special Education effective as amended July 1, 1987 pursuant to Rule 34 (R 340.1734) and pertaining to case load and/or class size will be forwarded to the Association.
- L. The Board shall not use professionals from outside the bargaining unit to supplant or replace school psychologists and their services unless required to do so by law, as in a second opinion desired by a parent. This protection does not apply to services offered by the State of Michigan, other local school districts, or agencies within or without the State of Michigan which offer unique services not presently available in the Farmington Public Schools.
- M. 1. The Board agrees to notify the Association in the event the District receives notification from the County that the County plans to discontinue any of its special education programs currently operated by the Farmington Public Schools.
- 2. Whenever practicable, the Director of Special Education shall notify the Association President when the District is considering major changes in the delivery of services which may have a significant impact on special education bargaining unit personnel.
- 3. Prior to the Board of Education taking action on a proposed change or cancellation of a District Special Education program or service, the Association will be given an opportunity to express its views as provided in Article II.G.

ARTICLE XX - 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 XXI - NEGOTIATION PROCEDURES

- A. 1. No later than May 1 of the school year in which this agreement expires, the Board agrees to negotiate with the Association over a successor agreement, in accordance with the procedures set forth herein, in a good faith effort to reach agreement concerning teacher salaries, hours, and other conditions of employment. Such negotiations shall include, but not be limited to, the subjects covered by this agreement. Any agreement so negotiated shall apply to all teachers in the bargaining unit, and shall be reduced to writing and signed by the Board and the Association.
- 2. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board agrees to make available to the Association, in response to reasonable, written requests, available information as provided in Article II.

ARTICLE XXI - NEGOTIATION PROCEDURES (continued)

- A. 3. If negotiations described in this Section A have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.
- B. 1. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to subjects of collective bargaining, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities.
 - 2. Therefore, the Board and the Association, for the life of this agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically covered in or outside this agreement, even though such subject or matter may not have been with the knowledge of either or both of the parties at the time they negotiated or signed this agreement.
- C. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative.
- D. This agreement may not be modified in whole or in part by the parties, except by mutual, written agreement.

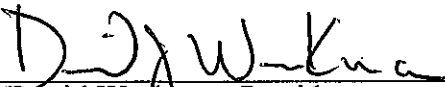
ARTICLE XXII - MISCELLANEOUS PROVISIONS

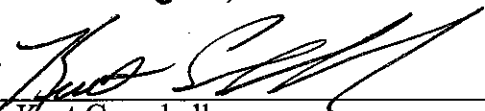
- A. In an effort to foster mutual respect and establish a model of collegial exchange and collaboration, the District and the Association agree to meet periodically for the purpose of discussing concerns, solving problems, and sharing information.
- B. Individual contracts entered into between teachers and the Board shall be subject to, and consistent with, the terms and conditions of this agreement, covering the same school year as said individual contracts.
- C. This agreement shall supersede any policies, rules, regulations, or practices of the Board which shall be contrary to, or inconsistent with, its terms.
- D. This agreement is subject in all respects to the laws of the State of Michigan, and in the event any provision of this agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for so doing, such provision shall be void and inoperative; however, all other provisions of this agreement shall continue in effect.
- E. Copies of this agreement shall be printed at the expense of the Board and presented to all teachers now employed, and hereafter employed, at or prior to the time of employment.

ARTICLE XXIII - DURATION OF AGREEMENT

Upon ratification, this Agreement shall be in full force and effect to, and including, August 27, 2010 with the exception of Appendices B and B-1 which will be retroactive to August 28, 2007 for all bargaining unit members including those members who have retired or taken a leave of absence. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above, unless an extension is mutually agreed to, in writing, by both parties.

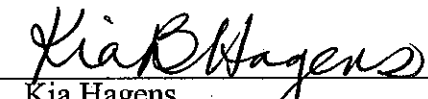
FARMINGTON F.E.A., MEA/NEA:

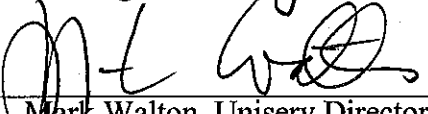
By: 
David Workman, President

By: 
Kurt Campbell

By: 
Rosemarie Smith

By: 
Timothy Pince

By: 
Kia Hagens

By: 
Mark Walton, Uniserv Director


FARMINGTON BOARD OF EDUCATION

By: 
Howard I. Wallach, President

By: 
Priscilla L. Brouillette, Vice-President

ADMINISTRATION:

By: 
Susan H. Zurvalec, Superintendent

By: 
David C. Ruhland, Assistant Superintendent
Human Resources/Legal Services

APPENDIX A-1
Farmington Public Schools
2007 – 2008 DISTRICT SCHOOL CALENDAR

August 28	No Students – District-wide Inservice
August 29	No Students – Teacher Inservice
August 30	No Students – Teacher Workday
September 4	First day of school for students (Full Day)
September 19	Late Start (High School)
September 28	Early Release (Middle School)
October 10	Late Start (High School)
October 24	High School Students All Day – Parent Conferences Evening
October 25	Middle School Students All Day – Parent Conference Evening
October 26	Early Release (Elementary/Middle School)
November 6	No Students – Building Inservice
November 7	Elementary Students All Day – Parent Conferences Evening
November 8	Elementary Students AM – Parent Conferences PM & Evening
November 20	Thanksgiving Recess – Close of Day
November 21	No Students – Teacher Inservice
November 26	School Reconvenes
November 30	Elementary, Middle School, High School: Students AM – Teacher Records Day PM
December 3	Second Trimester Begins
December 21	Winter Vacation – Close of Day
January 2	School Reconvenes
January 16	Late Start (High School)
January 18	Early Release (Elementary/Middle School)
January 21	School Recess – Martin Luther King Jr. Day
February 5	High School Students All Day – Parent Conferences Evening
February 7	Middle School Students All Day – Parent Conferences Evening
February 15	Early Release (Middle School)
	Winter Break – Close of Day
February 25	School Reconvenes
February 27	Late Start (High School)
March 7	Elementary, Middle School, High School: Students AM – Teacher Records Day PM
March 10	Third Trimester Begins
March 17	Late Start (High School)
March 18	Late Start (High School)
	Elementary Students All Day – Parent Conferences Evening
March 19	Elementary Students All Day – Parent Conferences Evening
March 20	Early Release (Elementary/Middle School)
	Spring Vacation – Close of Day
March 31	School Reconvenes
April 11	Early Release (Elementary/Middle School)
May 7	High School Students All Day – Parent Conferences Evening
May 8	Middle School Students All Day – Parent Conferences Evening
May 9	Early Release (Elementary/Middle School)
May 14	Late Start (High School)
May 23	Early Release (Middle School)
May 26	Memorial Day Recess
June 13	Elementary, Middle School, High School: Last Day of School, Students AM – Teacher Records Day PM

APPENDIX A-2

Farmington Public Schools 2008 – 2009 DISTRICT CALENDAR

August 26	No Students – District-wide Inservice
August 27	No Students – Teacher Inservice
August 28	No Students – Teacher Workday
September 2	First day of school for students (Full Day)
November 21	Elementary, Middle School, High School: Students AM – Teacher Records Day PM
November 24	Second Trimester Begins
November 26	Thanksgiving Recess – Close of Day
December 1	School Reconvenes
December 19	Winter Vacation – Close of Day
January 5	School Reconvenes
January 19	School Recess – Martin Luther King Jr. Day
February 13	Winter Break – Close of Day
February 23	School Reconvenes
March 6	Elementary, Middle School, High School: Students AM – Teacher Records Day PM
March 9	Third Trimester Begins
April 3	Spring Vacation – Close of Day
April 13	School Reconvenes
May 25	Memorial Day Recess
June 12	Elementary, Middle School, High School: Last Day of School, Students AM – Teacher Records Day PM
June 15	No Students – Teacher Workday

APPENDIX A-3

Farmington Public Schools 2009 – 2010 DISTRICT CALENDAR

September 1	No Students -- District-wide Inservice
September 2	No Students -- Teacher Inservice
September 3	No Students -- Teacher Workday
September 8	First day of school for students (Full Day)
November 3	No Students -- Building Inservice (Election Day)
November 24	Thanksgiving Recess -- Close of Day
November 30	School Reconvenes
December 4	Elementary, Middle School, High School: Students AM -- Teacher Records Day PM
December 7	Second Trimester Begins
December 18	Winter Vacation -- Close of Day
January 4	School Reconvenes
January 18	School Recess -- Martin Luther King Jr. Day
February 17	Winter Break -- Close of Day
February 22	School Reconvenes
March 19	Elementary, Middle School, High School: Students AM -- Teacher Records Day PM
March 22	Third Trimester Begins
April 1	Spring Vacation -- Close of Day
April 12	School Reconvenes
May 31	Memorial Day Recess
June 18	Elementary, Middle School, High School: Last Day of School, Students AM -- Teacher Records Day PM
June 21	No Students -- Teacher Workday

APPENDIX B

**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 B

**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 B

**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

**SCI/SXI SALARY SCHEDULE
2007 – 2008**

Step	BA	BA + 18	BA + 24	BA + 30	MA	MA + 10	MA + 20	MA + 30	ED SPEC	DR
0	47774	50538	50742	50943	53295	53637	53976	54317	55338	56019
1	48421	51286	51490	51688	54154	54489	54825	55158	56166	56834
2	50120	53169	53372	53573	56220	56554	56891	57223	58231	58900
3	53214	56624	56825	57029	60035	60371	60706	61040	62046	62715
4	56317	60078	60279	60480	63836	64170	64507	64842	65850	66519
5	59413	63535	63734	63935	67653	67990	68324	68661	69665	70333
6	62523	66995	67194	67398	71466	71800	72137	72474	73477	74148
7	65619	70440	70641	70840	75256	75592	75929	76261	77267	77938
8	68715	73895	74094	74295	79073	79407	79744	80079	81084	81756
9	71816	77351	77552	77751	82881	83218	83552	83889	84892	85561
10	87912	95141	95352	95562	102369	102722	103070	103424	104475	105178

APPENDIX B

**SCI/SXI SALARY SCHEDULE
2008 – 2009**

STEP	BA	BA + 18	BA + 24	BA + 30	MA	MA + 10	MA + 20	MA + 30	ED SPEC	DR
0	48253	51042	51248	51451	53829	54172	54516	54862	55892	56579
1	48904	51799	52005	52204	54697	55033	55375	55711	56728	57402
2	50622	53700	53906	54109	56783	57119	57458	57797	58814	59490
3	53745	57189	57393	57598	60636	60975	61314	61651	62665	63341
4	56880	60676	60880	61086	64473	64812	65151	65490	66507	67183
5	60008	64170	64372	64575	68331	68670	69007	69346	70361	71036
6	63147	67664	67866	68071	72180	72519	72858	73197	74214	74890
7	66277	71145	71346	71547	76008	76350	76689	77025	78040	78718
8	69402	74634	74835	75037	79864	80203	80542	80879	81896	82574
9	72535	78124	78327	78528	83710	84049	84388	84727	85742	86418
10	88793	96093	96305	96518	103393	103748	104100	104457	105519	106231

APPENDIX B

**SCI/SXI SALARY SCHEDULE
2009 – 2010**

STEP	BA	BA + 18	BA + 24	BA + 30	MA	MA + 10	MA + 20	MA + 30	ED SPEC	DR
0	48735	51553	51761	51966	54367	54715	55060	55411	56450	57144
1	49392	52317	52525	52728	55243	55585	55928	56267	57296	57676
2	51130	54238	54443	54649	57350	57691	58032	58376	59402	60084
3	54283	57763	57967	58175	61241	61585	61926	62268	63294	63976
4	57447	61284	61490	61696	65120	65461	65804	66146	67172	67854
5	60606	64812	65016	65221	69014	69357	69698	70040	71066	71748
6	63779	68340	68546	68754	72903	73244	73588	73929	74955	75638
7	66939	71857	72060	72264	76770	77111	77455	77796	78820	79505
8	70096	75380	75586	75787	80662	81003	81346	81688	82714	83399
9	73260	78906	79109	79315	84547	84890	85234	85575	86599	87281
10	89681	97053	97268	97483	104428	104787	105142	105504	106575	107294

APPENDIX B-1 SPECIAL ASSIGNMENT

A. Nonseasonal Activities

1. The percentage salary paid for nonseasonal special assignments has been determined through an 8 point matrix system. Factors used to establish percentages and point values for each nonseasonal special assignment are:
 - a. Student contact hours required beyond the teaching contract.
 - b. Average number of students per coach or advisor.
 - c. Preparation time.
 - d. Equipment and materials management.
 - e. Adults supervised on a regular basis.
 - f. Instructional and organizational skills necessary for the activity.
 - g. Obligated travel supervision.
 - h. Safety, prevention and care of injuries.

2. The percentages and point values are as follows:

HIGH SCHOOL

	<u>Point Value</u>	<u>%</u>		<u>Point Value</u>	<u>%</u>
Instrumental Music	30	10.00	National Honor Society	10	3.30
Vocal Music	24	8.00	Paper °	8	2.66
Musical	54	18.00	Poms	19	6.33
Musical Aux. Support	27	9.00	Publication	8	2.66
Auditorium	30	10.00/sem	Quiz Bowl	11	3.66
Club *	4	1.33	RAGE	22	7.33
Comm. Service Coord.	4	1.33	SADD	9	3.00
Dance	28	9.33	Science Olympics *	4	1.33
Debate	17	5.66	Senior Class Advisor	9	3.00
DECA	15	5.00	Student Council	20	6.66
Drama per play	28	9.33	Freshman Class		
Forensics	23	7.66	Advisor	4	1.33
FUPE	17	5.66	Sophomore Class		
Interact	9	3.00	Advisor	4	1.33
Intramurals	11	3.66	Junior Class Advisor	4	1.33
Model United Nations	9	3.00	Yearbook °	12	4.00

Musical Auxiliary Support will include 9% at the directors discretion for choreographer, art director, technical director, associate director, etc.

MIDDLE SCHOOL

	<u>Point Value</u>	<u>%</u>		<u>Point Value</u>	<u>%</u>
Instrumental			Student Council	16	5.33
Band	19	6.33	Yearbook	16	5.33
Orchestra	19	6.33	Drama per Play +	17	5.66
Vocal	16	5.33	Club *	4	1.33
Forensics	8	2.66	Musical	24	8.00
Junior National Honor Society	8	2.66	Musical Aux. Support	6	2.00

APPENDIX B-1 - SPECIAL ASSIGNMENTS (continued)

Musical Auxiliary Support will include 2% at the directors discretion for choreographer, art director, technical director, associate director, etc.

ELEMENTARY

	<u>Point Value</u>	<u>%</u>		<u>Point Value</u>	<u>%</u>
Instrumental Music	15	5.00	Student Council	6	2.00
Service Squad	6	2.00	Clubs *	4	1.33
Safety Patrol	6	2.00	Vocal Music	8	2.66
Peer Mediation Coach	13	4.00			

- * **May be Multiple**
- o **Class Time Available**
- + **Up to 2 per year**

B. Seasonal Activities

1. The percentage salary paid for seasonal special assignments has been determined through a 4 point matrix system. Factors used to establish percentages and point values for each seasonal special assignment are:
 - a. Number of weeks in the season.
 - b. Number of contests.
 - c. Average number of students participating.
 - d. Hours of coaching per week.
2. The percentages and point values are as follows:

SENIOR HIGH

	<u>Point Value</u>	<u>%</u>
Baseball - Varsity	55	8.9
Baseball - J.V.	46	7.1
Basketball – Boys Varsity	64	10.6
Basketball – Boys J.V.	54	8.7
Basketball – Boys 9th grade	51	8.1
Basketball – Girls Varsity	63	10.5
Basketball – Girls J.V.	53	8.5
Basketball – Girls 9 th grade	50	7.9
Bowling	54	8.7
Cheerleading – Comp – Varsity	49	7.7
Cheerleading – Comp – J.V.	41	6.1
Cheerleading – Comp – 9 th Grade	41	6.1
Cheerleading – Sideline – Varsity	42	6.3
Cheerleading – Sideline – J.V.	37	5.3
Cheerleading – Sideline – 9 th Grade	37	5.3
Cross County – Varsity	49	7.7
Football – Varsity	64	10.6
Football - J.V. Head/Varsity Assistant		8.5
Football – Frosh Head/J.V. 9 th Assistant		6.8
Golf – Varsity	48	7.5
Golf – J.V.	41	6.1
Gymnastics	58	9.5

APPENDIX B-1 - SPECIAL ASSIGNMENTS (continued)

SENIOR HIGH

	<u>Point Value</u>	<u>%</u>
Hockey – Varsity	64	10.6
Intramural	29	3.7
Lacrosse – Varsity	54	8.7
Lacrosse – J.V.	47	7.3
Marching Band	54	8.7
Marching Band – Asst.	43	6.5
Soccer – Varsity	55	8.7
Soccer – J.V.	45	6.9
Softball – Varsity	55	8.9
Softball – J.V.	47	7.3
Swimming – Varsity	57	9.3
Tennis – Varsity	49	7.7
Tennis – J.V.	40	5.9
Track – Varsity	59	9.7
Volleyball – Varsity	56	9.1
Volleyball – J.V.	47	7.3
Volleyball – 9 th Grade	47	7.3
Wrestling – Varsity	61	10.1

MIDDLE SCHOOL

	<u>Point Value</u>	<u>%</u>
Basketball	44	6.7
Cross Country	34	4.7
Football	40	5.9
Intramural	21	2.1
Track	40	5.9
Volleyball	38	5.5
Wrestling	38	5.5

SOUTH OAKLAND SKILLS CENTER

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

APPENDIX B-1 - SPECIAL ASSIGNMENTS (continued)

- C. 1. Assistant coaches without primary responsibility for an activity will receive 80% of the above percentages. There will be assistant coaches for high school cross country, football, gymnastics, hockey, swimming, track, and wrestling. There will be assistant coaches for middle school cross country, football, track, and wrestling. Assistant coaches will be assigned to middle school wrestling provided the participants are equal to the number of participants used to compute the point value for the head coach.
2. Freshman head coaches are paid at 90% of the JV Head Coach pay.
3. Coaches will receive a Coaching Loyalty Stipend of 10% of their coaches pay after the 15 year coaching in the same sport in Farmington Public Schools.
- D. In the event a teacher involved in B-1 activities elects not to complete the season or year, or the activity is terminated due to a lack of participants, he/she shall receive a pro rata portion of his/her B-1 salary. When a team becomes involved in M.H.S.A.A. sanctioned playoffs that exceed scheduled seasonal weeks in the matrix system, the preassigned coaching staff will receive an additional pro-rata weekly payment. Should the M.H.S.A.A. change the length of the season and/or number of contests, the above point values and percentages will be adjusted in accordance with the matrix.
- E. The additional salary paid for special assignments will be determined by applying the percentage factor to the Bachelor's Degree Salary Schedule, in terms of previously approved experience in the assigned activity.
- F. Vacancies in B-1 Positions
1. a. Persons occupying B-1 Schedule positions will be employed on an annual basis by the District. Unless the District notified the person occupying a B-1 Schedule position within sixty (60) days following the conclusion of an activity that their services will be discontinued for the activity, they will continue in the activity. Likewise, a person will have the responsibility to notify the District sixty (60) days following the conclusion of the activity if they will not be continuing in the activity.
- b. In the event a person does not notify the District within sixty (60) days following the conclusion of the activity that they will not be continuing in the activity, the position need not be posted and the District will fill the position as soon as possible.
- c. Unit members who are unable to participate in their B-1 activity for an entire season due to illness, will be returned to their position the following season in the event they wish to do so.
- d. Any person hired to replace a bargaining unit member who will be absent for the season due to illness will be doing so on an interim basis for one season only.
2. a. Seasonal vacancies created by proper resignation, dismissal, nonrenewal or newly created positions will be posted by building and activity.
- b. Posting of the vacancies for seasonal activities will require written application to the Director of Physical Education and Athletics, and the Director will respond with written acknowledgment of the application.
3. a. Vacancies in nonseasonal activities created by proper resignation, nonrenewal, or newly created positions will be posted within the building according to activity. In the event the vacancy cannot be filled within the building, the vacancy will be posted by the Personnel Office, districtwide, by building and activity.

APPENDIX B-1 - SPECIAL ASSIGNMENTS (continued)

- F. 3. b. Posting of the vacancies for nonseasonal activities will require written application to the appropriate person (building principal if posted with the building or Executive Director of Human Resources if posted districtwide), and the appropriate person (as described above) will respond with written acknowledgment of the application.
4. The assignment of posted positions listed in this schedule will be offered to the bargaining unit members. Such posted vacancies may be filled by persons outside of the bargaining unit if no member of the bargaining unit applies.
5. a. In the event a teacher is notified that they have been dismissed or released from a B-1 position according to Appendix B-1, F.1.a., the teacher will be notified of nonrenewal in writing and written rationale according to Article XIII.G. will accompany said notice. The teacher and Association will be entitled to a hearing with the Assistant Superintendent for Staff and Community Services within ten (10) school days of release from a B-1 schedule position.
- b. In the event the Association or person is not satisfied with the Assistant Superintendent for Staff and Community Services' decision on dismissal or nonrenewal in a B-1 position, they can appeal the decision within ten (10) school days of the decision to the Superintendent. The Superintendent will hold a hearing and issue a final decision on the matter no later than fifteen (15) school days following the appeal.
- c. The Association will be notified immediately in the event of dismissal or position according to Appendix B-1, F.1.a. A teacher will have the right of Association representation at any hearing or appeal and will be advised of this right.
- d. Any documented evidence used during a hearing under the above paragraphs regarding a person's performance will have to have been shared with the person involved within one week of the date that the document was received by a Principal, Supervisor, or the Director of Physical Education and Athletics.

G. 1. a. Other Extra Duties

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
Extra Duty Rate <i>(per hour computed to the quarter hour, or portion thereof)</i>	\$23.82	\$24.06	\$24.30
Secondary Ticket Taker or Event Official <i>(double events will be paid at 1.5 times the single event rate)</i>	\$28.88	\$29.46	\$30.05
Saturday Testing Program	\$24.10	\$24.34	\$24.58
After School and Saturday Detention	\$24.10	\$24.34	\$24.58
Outdoor Education	\$115.95	\$117.11	\$118.28

APPENDIX B-1 - SPECIAL ASSIGNMENTS (continued)

G. 1. b. Secondary Ticket Taker or Event Official

An event that lasts less than 3 hours will be paid the above rate.

An event that lasts three (3) hours, but less than 4.5 hours will be paid 1.5 times the above rate.

An event that lasts 4.5 hours but less than 6 hours will be paid twice the above rate.

An event that lasts 6 hours or more will be paid 2.5 times the above rate.

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

H. Other Special Assignments

1. Additional salary for added responsibilities and/or work performed beyond the school day will be paid for the following special assignments:

- a. Special Education Assignments
- b. Reading Specialists
- c. Art Consultants
- d. Music Consultants

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

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

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

- a. School Social Workers
- b. School Psychologists
- c. School Nurses
- d. Occupational Therapists
- e. Physical Therapists
- f. Speech therapists, for the period of the time they have achieved and maintained the certificate of clinical competency

APPENDIX B-1 - SPECIAL ASSIGNMENTS (continued)

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

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

- 3. a. Acting principals appointed by the District at elementary buildings, Visions Unlimited, Miller School, and Cloverdale Developmental Training Center will be compensated at 5% of the B.A. minimum salary annually. For programs that exceed the traditional school calendar, the acting principal will be paid on a pro rata basis for the additional days.
- b.
 - 1) In the event an administrator in the buildings identified above is absent more than ten (10) consecutive days, the Board appointed replacement, if from the bargaining unit, will be paid the difference of his/her daily rate and the beginning daily rate of an elementary principal.
 - 2) The Board will release the bargaining unit member from his/her duties and provide a substitute.
- 4. High school athletic coordinators appointed by the District will be compensated at 15% of the BA minimum salary annually. In addition, the high school athletic coordinators will be released for one regular class period per day. It is understood by the parties that this position is not to be attached to any specific teaching schedule or curriculum.

APPENDIX C

RESPONSIBILITIES OF BUILDING DEPARTMENT CHAIRPERSONS

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

APPENDIX D – ANTI-HARASSMENT REPORTING PROCEDURES

The following procedures are recommended to employees:

A. STEP #1

Unless it would be futile or you feel uncomfortable doing so, politely but firmly confront whomever is doing the harassing. State how you feel about his/her actions. Politely request the person to cease harassing you because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion. Write a statement about the incident of harassment indicating the date, a summary of your conversation with the person you believe is harassing you, and what the person's reaction was when you confronted her/him. Keep this statement for possible use at a later time. If you are uncomfortable with this step, or if it is impractical for some reason, please refer to step #2.

B. STEP #2

When you feel that you are being harassed, promptly report this to either your supervisor (unless your supervisor is the alleged harasser), or either of the following administrators:

Assistant Superintendent for Human Resources
Farmington Public Schools
32500 Shiawassee
Farmington, MI 48336
248-489-3356

or

Executive Director for Instructional Equity and Support Services
Farmington Public Schools
32500 Shiawassee
Farmington, MI 48336
248-489-3596

This contact may be made either by telephone or in writing. When such contact is made, please state the specific details of the harassing incident(s).

- C.** All complaints will be handled in a timely and confidential manner. Except as required in the context of any legal or administrative agency proceeding, information concerning a complaint will not be released by the school district to anyone who is not involved with the investigation. No one involved will be permitted to discuss the subject outside the investigation. The purpose of this provision is to protect the rights and confidentiality of the employee who files a complaint, to encourage the reporting of any incidents of harassment, and to protect the reputation of any employee wrongfully charged with harassment.
- D.** Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. All employees shall be protected from coercion, intimidation, retaliation, interference or discrimination for filing a complaint or assisting in any investigation.
- E.** If the investigation reveals that the complaint is valid, prompt attention and disciplinary action designed to stop the harassment immediately and to prevent its recurrence will be taken.
- F.** These procedures are recommendation and the procedures themselves are non-grievable.

APPENDIX E

MEMORANDUM OF UNDERSTANDING

between

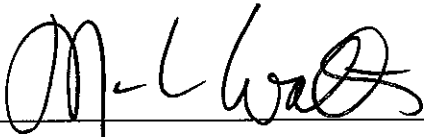
FEA, ESP, CMC, FTA

and

FARMINGTON PUBLIC SCHOOLS

It is understood by the parties that the Board of Education has a policy prohibiting smoking throughout the school district; its facilities, grounds and vehicles. This policy was issued in a sincere effort to help create a healthy working and learning environment.

In the event violations of the Board Policy occur, progressive disciplinary measures will be used by the Board in order to help the employee correct the behavior.



FEA, ESP, CMC, FTA



Farmington Public Schools

8/18/08

Date

8/18/2008

Date

APPENDIX F
GRADE CHANGE PROCEDURES

BUILDING LEVEL PROCEDURES: FIRST LEVEL

1. Person(s) wishing to challenge a transcript grade must present the facts to the local building administrator. The building administrator will meet with the teacher and the parent/guardian to hear the concerns and review relevant data. Every reasonable effort should be made to resolve the dispute at the building level.
2. Should the contending person(s) be dissatisfied with the local building decision, they may seek review of the decision through the Grade Review Panel within 30 days after the student has received the grade in dispute.
3. Upon receiving request for grade review, the building administrator will provide all necessary forms and forward all the documentation to the Assistant Superintendent for Instruction.

GRADE REVIEW PANEL PROCEDURES: SECOND LEVEL

1. The Assistant Superintendent for Instruction will notify the Grade Review Panel upon receipt of the grade review request.
2. The teacher will submit written justification for the grade in contention.
3. The building administrator will submit a chronology of his/her investigation, including a recommendation to resolve the dispute.
4. The building administrator will forward all written testimony to the Assistant Superintendent for Instruction.
5. The Assistant Superintendent for Instruction will convene a meeting of the Grade Review Panel to hear/discuss the case within thirty (30) school days.
6. The Grade Review Panel decision will be made on the basis of the facts submitted.
7. The Grade Review Panel may request a hearing with the involved parties.
8. All parties (student, parent/guardian, teacher, administrator) will be notified in writing of the panel's decision.
9. The decision of the Grade Review Panel is final.

APPENDIX G

MEMORANDUM OF UNDERSTANDING Between the FARMINGTON EDUCATION ASSOCIATION, MEA-NEA And the FARMINGTON PUBLIC SCHOOLS

In the event that the District decides to continue to implement a "block schedule" for students and staff at Farmington Senior High it will do so under the following conditions:

1. Each teacher will be responsible for teaching five (5) classes each semester as well as for monitoring students and providing assistance in SMART (Student Managed Academic Resource Time) twice each week, with the exception of teachers involved in a team-teaching program who shall offer a SMART activity once each week.
2. Each teacher will have one (1) eighty-four (84) minute planning period four (4) times per week and two (2) forty-seven (47) minute periods on the remaining day. Teachers involved in a team-teaching program shall have one (1) additional eighty-four (84) minute team planning period each week. On a voluntary basis, a teacher may agree to have two (2) conference periods scheduled on two (2) days and have two days without a conference period. This provision shall not apply on the day with the seven (7) period schedule.
3. One teacher will be assigned at least one class period daily to coordinate the scheduling and monitoring of SMART activities. This teacher shall be required to offer a SMART activity once each week. The district may choose to have two teachers share this responsibility with each teacher offering a SMART activity once each week.
4. No teacher shall be required to conduct a SMART activity which is not part of the curriculum that the teacher is currently teaching,. However, teachers may choose to offer: a) enrichment activities not related to their curriculum or b) other non-curricular activities.
5. The teacher will determine the number of students who may participate in a SMART activity. If scheduling problems arise, the building administrator will determine the number of students who will attend a teacher's SMART period as long as the provisions of Article VI.C. are not violated.
6. At least once each year the administration and staff will meet to discuss block schedule issues. Any changes in this memorandum will be presented to the District and Association prior to implementation.
7. If an agreement is teacher to modify the program, representatives of the staff and administration will meet to review the current attendance policy to determine if changes in the attendance policy are required. If a decision is made that modifications are needed, this joint committee will develop the necessary changes.

APPENDIX G (continued)

8. Teachers shall not be required to act as substitute teachers unless volunteers are not available during their conference periods. They will be paid 95% of the BA minimum hourly rate, computed to the nearest quarter (1/4) hour. It is further understood that the teachers who substitute for the entire class period will be paid one and one-half (1 ½) clock hours. Teachers who substitute on the day there is a seven (7) period schedule will be paid for one (1) clock hour for the class period.

This memorandum shall not be considered to be precedent setting and will expire concurrently with the Master Agreement.



Farmington Education Association, MEA-NEA

8/18/08

Date



Farmington Public Schools

8/18/2008

Date

Year 1 _____

Year 2 _____

FARMINGTON PUBLIC SCHOOLS
Formative Evaluation Form
Non-Probationary Teachers
APPENDIX H - 1

Name: _____

School Year: _____

Building: _____

Assignment: _____

Evaluator: _____

Part 1. Goal Setting Conference (prior to November 1)

- a. Statement of Goal
- b. Outcomes
- c. Steps / Actions
- d. Resources / Assistance Needed

Teacher Initials: _____

Evaluator Initials: _____

Date: _____

Part 2. Yearly Progress Report (prior to May 1)

Progress on steps / actions taken

Teacher Initials: _____

Evaluator Initials: _____

Date: _____

Part 3. Year End Conference (prior to May 1, if requested by either party)

Teacher Initials: _____

Evaluator Initials: _____

Date: _____

Year 1 _____

Year 2 _____

Year 3 _____

**FARMINGTON PUBLIC SCHOOLS
Formative Evaluation Form
Non-Probationary Teachers
APPENDIX H - 1**

Name: _____

School Year: _____

Building: _____

Assignment: _____

Part 4. End of Year (submitted on this form prior to May 1)

_____ is determined to be
(Name of Teacher)

___ Satisfactory and will continue on the Formative Evaluation model next school year.

___ Needing Improvement and will be placed on the Summative Evaluation model for the next year.

Evaluator Signature:

Date:

Teacher Signature:

Date:

(Teacher signature indicates receipt of report only)

Observation Dates:
(2 times within a 3 year period, as
required by state law)

1. _____

2. _____

APPENDIX H-2
Farmington Public Schools - Non-Probationary Teacher Evaluation Form
Summative Model

Name: _____ School Year: _____

Building: _____ Assignment: _____

Evaluator: _____

Observation Dates: 1) (No later than November 15) _____
 2) (No later than January 15) _____
 3) (No later than March 15) _____

Evaluation Date: (Prior to May 1) _____

Key: S = Satisfactory
 U = Unsatisfactory
 NI= Needs Improvement
 NA= Not Applicable
 NO= Not Observed

The evaluator indicates his/her perception of the teacher's performance and verifies this perception with written comments and offers specific suggestions for improvement, where needed.

The evaluator's signature indicates the person responsible for conducting the evaluation. The teacher's signature indicates that he/she has read the evaluation and received a copy of it. The teacher may attach a letter of dissent, if desired.

I. INSTRUCTION

A. KNOWLEDGE OF TEACHING AREA	S	U	NI	NA/NO
1. Exhibits a sound background and understanding of the subject matter required by the position.	_____	_____	_____	_____
2. Keeps abreast of current theory and practice in his/her field.	_____	_____	_____	_____
3. Can respond satisfactorily to questions posed by students either as to information required or as to a source for obtaining available information.	_____	_____	_____	_____

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

B. METHODOLOGY

	S	U	NI	NA/NO
1. Stimulates interest in subject area.	___	___	___	___
2. Utilizes a variety of teaching and learning techniques designed to serve the differing needs of the students.	___	___	___	___
3. Subject content is consistently relevant.	___	___	___	___
4. Student inputs are encouraged and treated with respect.	___	___	___	___
5. Varied resources are used appropriately.	___	___	___	___

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

C. EVALUATION

	S	U	NI	NA/NO
1. The teacher gives evidence of sharing with students the purpose for each assignment and involves the students in setting objectives for themselves.	___	___	___	___
2. The capability of the student is taken into consideration, as well as the amount of effort the student has expended.	___	___	___	___
3. Accurate records are kept.	___	___	___	___
4. Assignments are reviewed and turned back promptly.	___	___	___	___

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

II. MANAGEMENT

A.	ORGANIZATION AND DIRECTION	S	U	NI	NA/NO
1.	The teacher organizes classroom routines in an efficient manner.	—	—	—	—
2.	Lessons are planned and the class is organized so that order is maintained at a reasonable level, even though a variety of activities may be carried on simultaneously.	—	—	—	—
3.	An appropriate amount of the teacher's time is devoted to teaching and learning activities.	—	—	—	—

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

B.	CARE OF ROOM AND EQUIPMENT	S	U	NI	NA/NO
1.	The teacher exerts reasonable care to see that furnishings are kept in good condition.	—	—	—	—
2.	Maintenance needs are promptly reported.	—	—	—	—
3.	Audio-visual and other learning tools are used and stored properly.	—	—	—	—
4.	Students are guided in sharing the responsibility for care of furnishings and equipment.	—	—	—	—

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

C. DISCIPLINE

S U NI NA/NO

- | | | | | | |
|----|--|-----|-----|-----|-----|
| 1. | The teacher promotes a friendly environment which is conducive to learning. | ___ | ___ | ___ | ___ |
| 2. | Building and classroom rules are made known to students. | ___ | ___ | ___ | ___ |
| 3. | Breaches of discipline are handled according to according to the district and building policy. | ___ | ___ | ___ | ___ |
| 4. | Students are dealt with in a fair and consistent manner. | ___ | ___ | ___ | ___ |

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

III. RELATIONSHIPS

A. SELF-RELATIONSHIPS

S U NI NA/NO

- | | | | | | |
|----|--|-----|-----|-----|-----|
| 1. | Exhibits a positive attitude. | ___ | ___ | ___ | ___ |
| 2. | Exercises initiative. | ___ | ___ | ___ | ___ |
| 3. | Encourages others by his/her attitude toward the position. | ___ | ___ | ___ | ___ |
| 4. | Seeks out new ideas. | ___ | ___ | ___ | ___ |

S U NI NA/NO

- 5. Is open-minded. _____
- 6. Is willing to give and receive assistance. _____
- 7. Implements suggestions in a professional manner. _____

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

B. INTERPERSONAL RELATIONSHIPS

S U NI NA/NO

- 1. Encourages positive relationships with students, colleagues and parents. _____
- 2. Dignity and rights of people are respected. _____
- 3. Shows consistent interest in students' academic and social growth. _____
- 4. Identifies problems needing special assistance and makes appropriate plans and/or referrals for services of specialized personnel for meeting those needs. _____

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

C. INSTITUTIONAL RELATIONSHIPS

S U NI NA/NO

- 1. Shares freely and constructively any criticism or ideas for improvement of education in the district. _____

S U NI NA/NO

2. Observes district and building rules, administrative regulations, agreements and policies.

___ ___ ___ ___

3. Reports and bookkeeping are accurately kept and promptly turned in when requested.

___ ___ ___ ___

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

D. EMPLOYEE RESPONSIBILITIES

S U NI NA/NO

1. Adheres to required time schedule:

a) School

___ ___ ___ ___

b) Classroom

___ ___ ___ ___

2. Demonstrates good pattern of attendance.

___ ___ ___ ___

3. Attends staff meetings and fulfills other contractual requirements.

___ ___ ___ ___

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

Year 1 _____
Year 2 _____
Year 3 _____
Year 4 _____

APPENDIX H-3
Farmington Public Schools - Probationary Teacher Evaluation Form

Name: _____ School Year: _____

Building: _____ Assignment: _____

Evaluator: _____

Observation Dates:

- 1) (No later than December 15)
- 2) (No later than March 1)

Interim Conference Date: (If requested)

Evaluation Due Date: (No later than April 1)

Key: S = Satisfactory
 SP = Showing Progress
 NI = Need Improvement
 U = Unsatisfactory
 NA= Not Applicable
 NO= Not Observed

The evaluator indicates his/her perception of the teacher's performance and verifies this perception with written comments and offers specific suggestions for improvement, where needed.

The evaluator's signature indicates the person responsible for conducting the evaluation. The teacher's signature indicates that he/she has read the evaluation and received a copy of it. The teacher may attach a letter of dissent, if desired.

I. INSTRUCTION

A.	KNOWLEDGE OF TEACHING AREA	S	SP	NI	U	NA/NO
1.	Exhibits a sound background and understanding of the subject matter required by the position.					
2.	Keeps abreast of current theory and practice in his/her field.					
3.	Can respond satisfactorily to questions posed by students either as to information required or as to a source for obtaining available information.					

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED:

B. METHODOLOGY

	S	SP	NI	U	NA/NO
1. Stimulates interest in subject area.					
2. Utilizes a variety of teaching and learning techniques designed to serve the differing needs of the students.					
3. Subject content is consistently relevant.					
4. Student inputs are encouraged and treated with respect.					
5. Varied resources are used appropriately.					

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED:

C. EVALUATION

	S	SP	NI	U	NA/NO
1. The teacher gives evidence of sharing with students the purpose for each assignment and involves the students in setting objectives for themselves.					
2. The capability of the student is taken into consideration, as well as the amount of effort the student has expended.					
3. Accurate records are kept.					
4. Assignments are reviewed and turned back promptly.					

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED:

II. MANAGEMENT

A.	ORGANIZATION AND DIRECTION	S	SP	NI	U	NA/NO
1.	The teacher organizes classroom routines in an efficient manner.					
2.	Lessons are planned and the class is organized so that order is maintained at a reasonable level, even though a variety of activities may be carried on simultaneously.					
3.	An appropriate amount of the teacher's time is devoted to teaching and learning activities.					

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED:

B.	CARE OF ROOM AND EQUIPMENT	S	SP	NI	U	NA/NO
1.	The teacher exerts reasonable care to see that furnishings are kept in good condition.					
2.	Maintenance needs are promptly reported.					
3.	Audio-visual and other learning tools are used and stored properly.					
4.	Students are guided in sharing the responsibility for care of furnishings and equipment.					

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED:

C. DISCIPLINE	S	SP	NI	U	NA/NO
1. The teacher promotes a friendly environment which is conducive to learning.					
2. Building and classroom rules are made known to students.					
3. Breaches of discipline are handled according to the district and building policy.					
4. Students are dealt with in a fair and consistent manner.					

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED:

III. RELATIONSHIPS

A. SELF-RELATIONSHIPS	S	SP	NI	U	NA/NO
1. Exhibits a positive attitude.					
2. Exercises initiative.					
3. Encourages others by his/her attitude toward the position.					
4. Seeks out new ideas.					
5. Is open-minded.					

S SP NI U NA/NO

6. Is willing to give and receive assistance.
7. Implements suggestions in a professional manner.

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED:

B. INTERPERSONAL RELATIONSHIPS

S SP NI U NA/NO

1. Encourages positive relationships with students, colleagues and parents.
2. Dignity and rights of people are respected.
3. Shows consistent interest in students' academic and social growth.
4. Identifies problems needing special assistance and makes appropriate plans and/or referrals for services of specialized personnel for meeting those needs.

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED:

C. INSTITUTIONAL RELATIONSHIPS

S SP NI U NA/NO

1. Shares freely and constructively any criticism or ideas for improvement of education in the district.
2. Observes district and building rules, administrative regulations, agreements and policies.

S SP NI U NA/NO

3. Reports and bookkeeping are accurately kept and promptly turned in when requested.

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED:

D. EMPLOYEE RESPONSIBILITIES

S SP NI U NA/NO

1. Adheres to required time schedule:
 - a) School
 - b) Classroom
2. Demonstrates good pattern of attendance.
3. Attends staff meetings and fulfills other contractual requirements.

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED:

SUMMARY

EVALUATOR'S NARRATIVE REMARKS:

YEAR END CONFERENCE:
(prior to April 1)

Teachers Initials: _____
Evaluators Initials: _____
Year End Date: _____

IV. OVERALL EVALUATOR'S CONCLUSION ABOUT EMPLOYEE (CHECK ONE)

_____ is determined to be
(name of teacher)

_____ Continued on the Probationary Teacher Evaluation Model.

_____ Satisfactory and is recommended for tenure.
(After completion of required probationary period.)

_____ Unsatisfactory and is not recommended for renewal/tenure.

Evaluator Signature:

Date

Teacher Signature:

Date:

(Teacher signature indicates receipt of report only)
(due no later than April 1)

c: Personnel File (attach to H-4)
Revised: 8/03

Probationary Year 1 _____
Probationary Year 2 _____
Probationary Year 3 _____
Probationary Year 4 _____

FARMINGTON PUBLIC SCHOOLS
Individualized Development Plan
For Probationary Teachers
APPENDIX H-4

Name: _____ School Year: _____

Building: _____ Assignment: _____

Evaluator: _____

Part 1. Goal Setting Conference (prior to November 1)

- _____ New Goal
- _____ Continue Goal
- _____ Revised Goal

a. Statement of goal:

b. Outcomes:

c. Steps/Actions:

d. Resources/Assistance needed:

Teachers Initials: _____
Evaluators Initials: _____
Date: _____

**Farmington Public Schools Individualized Development Plan
For Probationary Teachers
APPENDIX H-4**

Part 2. Yearly Progress Report (prior to April 1)

Progress on steps/actions taken

Teachers Initials: _____
Evaluators Initials: _____
Date: _____

c: Personnel File (attach to H-3)
(no later than April 1)

Revised: 8/03

APPENDIX I

MEMORANDUM OF UNDERSTANDING
Between the
FARMINGTON EDUCATION ASSOCIATION, MEA-NEA
And the
FARMINGTON PUBLIC SCHOOLS

In the event that the District decides to continue to implement a "block schedule" for the senior high schools, it will do so under the following conditions:

1. Each full time teacher will be responsible for teaching five (5) classes each semester, as well as, for monitoring students and providing assistance in SMART or SET, if offered.
2. Each teacher will have one planning period equal in length to the length of a block class period four (4) times per week and two (2) class periods on the seven period, non-block day. On a voluntary basis, a teacher may agree to have two (2) conference periods scheduled on two (2) days and have two days without a conference period. This provision shall not apply on the day with the seven (7) period, non-block schedule.
3. No teacher shall be required to conduct a SMART or SET activity which is not part of the curriculum that the teacher is currently teaching. However, teachers may choose to offer: a) enrichment activities not related to their curriculum or b) other non-curricular activities.
4. The teacher will determine the number of students who may participate in a SMART or SET activity. If scheduling problems arise, the building administrator will determine the number of students who will attend a teacher's SMART period as long as the provisions of Article VI.C. are not violated.
5. Teachers shall not be required to act as substitute teachers unless volunteers are not available during their conference periods. They will be paid 95% of the BA minimum hourly rate, computed to the nearest quarter (1/4) hour. It is further understood that the teachers who substitute for the entire class period will be paid one and one-half (1 ½) clock hours. Teachers who substitute on the day there is a seven (7) period schedule will be paid for one (1) clock hour for the class period.


Farmington Education Association, MEA-NEA

Date

8/18/08


Farmington Public Schools

Date

8/18/2008

APPENDIX J

MEMORANDUM OF UNDERSTANDING
between the
FARMINGTON EDUCATION ASSOCIATION, MEA-NEA
and the
FARMINGTON PUBLIC SCHOOLS

The parties agree that, in accordance with Section 166a.(1) of the 1993 (State Aid Act), Article XIII.B.3. of the Master Agreement will be waived under the following conditions:

1. A parent or guardian who wishes to observe the reproductive health or other sex education instruction in his/her child's classroom may do so provided the parent/guardian notifies the principal of that desire no later than twenty-four hours in advance of the class.
2. The principal will notify the teacher as soon as possible that a parent/guardian of one of the teacher's students wishes to observe the reproductive health or other sex education instruction.
3. The observation will be confined to the time period in which the reproductive health or other sex education instruction occurs.
4. The parent/guardian will be present only as an observer and will not interrupt the education that is being provided.
5. If the parent/guardian wishes to discuss any portion of the lesson or any other question/concern with the teacher, that discussion will not take place before or after the class. Rather, the parent/guardian will follow normal building procedures for arranging a conference with the teacher.
6. The principal will explain the above procedure with the parent/guardian so as to both comply with PA 336 and to protect the rights of the teacher.

This memorandum is non-precedent setting and will expire if and when the law is changed so as not to provide for parental/guardian observations of reproductive health or other sex education instruction.



Farmington Education Association, MEA-NEA

8/18/08

Date



Farmington Public Schools

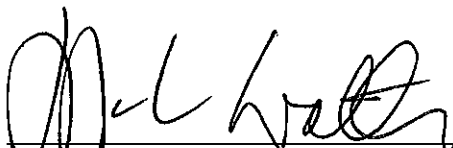
8/18/2008

Date

APPENDIX K


**MEMORANDUM OF UNDERSTANDING
between the
FARMINGTON FEA, ESP & CMC ASSOCIATIONS
and the
FARMINGTON PUBLIC SCHOOLS**

1. The purpose of the installation of cameras/monitors is to increase the safety and security in that building.
2. Prior to the installation of cameras/monitors in a building, the Association will be given an effective voice in the decision. The entire staff in the building will be notified prior to placement of cameras/monitors, unless the Association agrees that notification is not needed.
3. If any incident of illegal activity of staff is observed on the tapes, the Associations will be immediately notified and will be given the opportunity to review the tape(s) within three (3) days of receipt of the notice. Since the intent of video monitoring is to detect illegal activity by students and to manage their behavior, the District will not use information gained on the tapes on evidence to evaluate an employee. The tape will also not be used as the sole evidence to discipline an employee. If a written statistical report regarding the taping or as the result of the taping is generated, the Associations will be immediately faxed/sent a copy of the report.
4. If nothing is found on the tape(s) regarding staff, the tape(s) will be destroyed within sixty (60) days.
5. The cameras will not be hidden.



FEA, ESP, CMC, MEA-NEA
8/28/08

Date



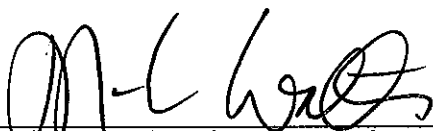
Farmington Public Schools
8/28/2008

Date

APPENDIX L

**MEMORANDUM OF UNDERSTANDING
between the
FARMINGTON EDUCATION ASSOCIATION, MEA-NEA
and the
FARMINGTON PUBLIC SCHOOLS**

The Association and Board agree to appoint an equal number of representatives to a committee to review the B-1 Seasonal Matrix. The committee will review and consider other matrices from other school districts in its study to determine if there are other relevant factors that should be added to the matrix and if current factors are appropriately weighted. Any recommendations must also be reviewed by districts' legal counsel to determine compliance with Title IX.



Farmington Education Association, MEA-NEA

8/18/08

Date



Farmington Public Schools

8/18/2008

Date

APPENDIX M

PERSONAL BUSINESS NOTIFICATION FORM

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

_____ All Day _____ AM Only _____ PM Only

I understand that it is my responsibility to report this personal business day to SubFinder.

Signature

Date

APPENDIX N

OTHER QUALIFIED ADULT

AFFIDAVIT

To Be Determined By Mutual Agreement Of The Parties

The Form Will Be Available In The Human Resources Benefits Office

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