

AGREEMENT

Between

FARWELL EDUCATION ASSOCIATION

And

**FARWELL AREA SCHOOLS
BOARD OF EDUCATION**

July 1, 2011 – June 30, 2012

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AGREEMENT
BETWEEN
FARWELL EDUCATION ASSOCIATION
AND
FARWELL BOARD OF EDUCATION

INTRODUCTION

This agreement is entered into by and between the Board of Education of the Farwell Area Schools of Farwell, Michigan, hereinafter called the Board, and the Farwell Education Association, hereinafter called the Association.

Witnesseth:

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

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

Whereas the Association and the Board are required by law to negotiate in good faith with respect to hours, wages, terms and conditions of employment, and

Whereas the parties have reached certain understandings which they desire to memorialize.

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

ARTICLE I - RECOGNITION

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

Teachers
Librarians/Media Specialists
Counselors
Social workers
Alternative Education Teachers
K-12 Media/Technology Coordinator

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

Upon the completion of the Board of Education's job descriptions for teachers, librarians, counselors and social workers, the Board will provide all bargaining unit members with a copy of his/her job description. At the beginning of the 1995-96 school year, the Board will make it a policy to provide any new staff members with job descriptions when they are hired.

- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this agreement, except when a new representative group shall be legally chosen by the teachers in the Farwell Area Schools. The Board agrees not to negotiate on an individual basis with any teacher or subgroup of teachers, other than the Association in accord with the Public Employee Relations Act (PERA).
- C. The Board agrees that bargaining unit work will not be assigned to employees who are not in the bargaining unit if this would result in the layoff of a bargaining unit member.

ARTICLE II - TEACHER RIGHTS

- A. The Association and its members may use school building facilities at all reasonable hours for meetings, in accordance with Board policies on building usage. Use of computers, printers, photocopiers, local telephones and P.A. systems will be limited to general announcements and professional education activities. Campaigning, programming supplies, and other internal organization needs will be met by the Association. All P.A. announcements will be cleared by the principal.
- B. The Board and the Association agree that all rights and responsibilities concerning hours, wages and working conditions that are in the Board Policy Handbook (<http://farwellschools.net/schoolboard/>) will be followed except those which are inconsistent with those listed in this agreement or prohibited bargaining subjects under the Public Employment Relations Act (PERA). Teachers, however, shall not be responsible for any policies, rules or regulations which have not been distributed.
- C. Teachers are guaranteed Academic Freedom as subject to applicable law and Board policy.
- D. Grading - It is agreed by the parties that the evaluation of student performance is the responsibility of the professional staff within the bargaining unit unless the law expressly requires otherwise. No change in any grade or test score assigned a student may be made by the employer or its administrators without the prior knowledge of the bargaining unit member who assigned the grade or score and/or as complied with by law. The grade may not be changed without the teacher's consent unless Board policy is consulted and followed.
- E. No tenured bargaining unit member shall be disciplined for a reason that is arbitrary or capricious. Bargaining Unit Members who do not acquire tenure shall not be disciplined without just cause. The following shall apply to all bargaining unit members unless prohibited by law. The term "discipline" as used in this agreement includes oral warnings and clearly designated written confirmations of oral warnings, written warnings, reprimands, suspensions with or without pay, reductions in rank, compensation, or discharge or other actions of a disciplinary nature. Any such discipline of the bargaining unit member shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member, and the Association, at the discretion of the bargaining unit member, twenty-four hours before the discipline is imposed. All steps in the disciplinary process shall be clearly designated in the correspondence. Exceptions to the 24-hour notification may be made if an administrator deems the situation to be an emergency. This section does not apply to the non-renewal of a probationary teacher.
- F. Upon request a bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may reasonably lead to disciplinary action by the Board or its agent. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present.

- G. If the Board requires an employee to undergo medical examination in accord with the provision in Article III.A.6, the employee reserves the right to a second examination by the physician of his or her choosing. All reasonable costs are to be assumed by the Board.

The employee must be provided with a letter from the Board of Education or its representatives stating the reason for the medical examination request.

- H. Teachers shall be provided copies of all materials related to work performance at the time of inclusion in their personnel files. Such material shall be clearly labeled "personnel file."
- I. The Board shall supply the Association president a copy of the "Board Packet" one day before each Board meeting.

ARTICLE III – RIGHTS OF THE BOARD

- A. The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the assigned school related activities of its employees.
 2. To hire all employees and subject to the provisions of law, to assess their capabilities, the conditions for their continued employment, their dismissal or demotion, and to promote or transfer all such employees.
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic recreational and social events for students, all as deemed necessary or advisable by the Board.
 4. To decide upon the means and methods of instruction, including telecommunication, the selection of textbooks and other teaching materials and the use of teaching aids. The Board, through the superintendent and the building principals, agrees to consult with teachers through the grade level and departmental organizations. In the event a majority decision by teachers cannot be reached, the Board will make the final decision.
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers.
 6. To determine the qualifications of employees and require employees to undergo medical examination in the event there is reasonable cause to believe an employee is physically or medically unable to function effectively. The employee reserves the right to a second examination by the physician of his or her choosing. All reasonable costs shall be assumed by the Board.
- The Board will provide the employee with a letter which states the reason for such a request.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any

other national, state, county, district or local laws or regulations as they pertain to education.

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

ARTICLE IV
PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

A. AGENCY SHOP/PROFESSIONAL DUES

1. All teachers who are currently members of the Association or are currently paying a service fee, and all new bargaining unit members, shall as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The service fee shall be in a legally permissible amount not to exceed the amount of Association dues collected from Association members and shall be determined in a legally permissible manner. The bargaining unit member may authorize payroll deduction for such fee. In the event that the teacher shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; and at the request of the Association, deduct the service fee from the teacher's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in twenty-one (21) equal amounts, as nearly as may be, from the paychecks of each bargaining unit member generally from August through June. Money so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
2. Pursuant to Chicago Teachers Union v Hudson, 106 S CT 1066 (1986), the union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting teacher concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement.

B. The Association agrees to defend, indemnify and hold harmless the Farwell Area Schools, its Board of Education, individual Board members, employees and agents from and against any and all claims, suits, demands, costs, expenses and liabilities related to or resulting from enforcement of this Article, subject however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
2. The Association, after consideration with the Board, has the right to decide whether to appeal the decision of any court or other tribunal regarding the validity of this Article or any liability which may be assessed against the Board by any court or tribunal.

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

ARTICLE V - NEGOTIATION PROCEDURES

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

ARTICLE VI - CONTINUITY OF OPERATION

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

ARTICLE VII - GRIEVANCE PROCEDURE

- A. Grievances will be presented by the grievant or Association representative selected by all teachers in that particular building. Grievances will be filed with the principal or appropriate Board representative. Only those claims by a teacher concerning a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as provided herein. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of probationary employees or non-renewal of probationary employees.
 2. Any matter involving the content or criteria of an employee evaluation.
 3. Any claim related to the failure to employ or re-employ a teacher to an extra-duty position.
 4. Any matter that is a prohibited subject of bargaining.
- B. The Association representative or grievant will file any grievances in writing with the principal or other designated board representative within ten (10) school calendar work days after the occurrence or knowledge thereof. The grievance will be waived if it is not presented in writing within ten (10) school calendar work days. "School calendar work day" shall be defined as a day the bargaining unit member is required to work. Timelines at each of the levels may be extended by mutual agreement.

Written grievances shall be presented on the form set forth in Appendix G of this Agreement and shall contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall be legible.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the section or subsections of this contract alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

If the Board and Association representatives and the grievant(s) mutually agree at least one week prior to the end of school, a grievance may be processed by substituting summer business office days for school calendar work days.

- C. Within ten (10) school calendar work days of receipt of the grievance the principal or designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such

meeting. The principal shall have ten (10) school calendar work days from the meeting to provide a disposition.

If the principal's disposition does not resolve the grievance, the grievance shall be submitted to the superintendent within ten (10) school calendar work days of receipt of the principal's disposition. The superintendent shall have ten (10) school calendar work days thereafter to provide a disposition.

If the superintendent's disposition does not resolve the grievance, the Association shall file the grievance with the Secretary of the Board or the Board's designee within ten (10) school calendar work days of the receipt of the superintendent's answer. (Upon mutual agreement of the parties, a grievance may begin at the superintendent's level.)

- D. The Board or the Board designated grievance committee shall hold a hearing and otherwise investigate the grievance. However, in no event except with the express written consent of the Association, shall final determination of the grievance committee be made by the Board or the Board designated grievance committee more than twenty-one (21) school calendar work days after its first submission to the Board or its representative.
- E. If a grievance remains unsettled after processing as per item D above, it may be submitted to arbitration by the Association under the following conditions:
1. The matter to be arbitrated must concern the application or interpretation of this Agreement, either as to the meaning of its terms or as to the rights of either party under these terms or as to whether some action which has been taken is justified according to these terms.
 2. If the Association chooses to submit any unsettled grievance to arbitration, it must notify the superintendent in writing within ten (10) school calendar work days of the conclusion of Section D of the grievance procedure. Any grievance not submitted to arbitration within the time herein provided shall be deemed withdrawn.
 3. The Board and the Association may attempt to select a single arbitrator acceptable to both parties.
 4. If an agreement on the selection of an arbitrator is not reached, then the Association must file a Demand for Arbitration with the American Arbitration Association (AAA) no later than twenty-five (25) school calendar work days from the date of the answer to the grievance given at Section D of the grievance procedure.
 5. The arbitrator may interpret this agreement and apply it to the particular case submitted, but the arbitrator shall, however, have no authority to add to, subtract from or in any way modify the terms of this Agreement, nor shall the arbitrator have any authority to limit or change any policies, practices or rules, except as they involve an application of this Agreement, nor shall the

arbitrator have any authority to formulate or add any new policies or rules, nor substitute his/her discretion for the Board's discretion in cases where the Board is given discretion by this Agreement. The arbitrator shall have no power to rule on the termination of service of a non-tenured teacher or in matters involving prohibited subjects of bargaining. In the event any disciplinary action taken by the Board is made the subject of an arbitration proceeding, the arbitrator's authority shall, in addition to the limitation set forth herein, be limited to the determination of whether the teacher involved had been disciplined for proper cause. If the arbitrator finds that the penalty assessed by the Board is excessive for the offense or offenses committed, he/she may modify that penalty, if allowed by law. It is further understood that salary schedules incorporated in this agreement shall not be subject to arbitration and the arbitrator shall have no authority to rule on any pension plan or insurance program.

6. At the time of the arbitration hearing either party shall have the right to examine and cross-examine witnesses and to make a written record of the proceedings.
 7. Claims against the Board including claims for back wages by a teacher covered by this Agreement, or by the Association, shall not be valid for more than the start of the year in which the grievance was dated.
 8. All costs incurred in connection with the preparation and presentation of each case shall be paid by the party incurring such costs. The expenses of each witness and the compensation of any witness for either party shall be paid by the party producing such witness.
 9. The arbitrator's fees and expenses shall be borne equally between the Association and the Board.
 10. No decision of an arbitrator or of the Board in one case shall create a basis for retroactive adjustment in any other case.
 11. A case on which an arbitrator has been given authority to rule shall not be withdrawn except by mutual consent of the parties to this Agreement.
 12. The decision of the arbitrators shall be final and binding upon the Board, the Association and the teacher or teachers involved unless the arbitrator's decision is in conflict with the laws of the State of Michigan.
- F. If a grievance is not appealed within the time limits set forth in this Article, it shall be deemed to have been settled on the basis of the last answer.
- G. The following process will apply if not prohibited by law. Any disciplinary letter submitted into file will be subject to removal/review process by a review committee after one calendar year. It is the bargaining unit member's responsibility to request

the review process to remove a disciplinary letter. A committee composed of the Association president, the affected bargaining member, superintendent, and building principal will meet to discuss the disciplinary letter. The decision for removing a disciplinary letter from a file must be agreed upon by a majority of the committee. An appeal may be made at the Board level.

ARTICLE VIII - SICK LEAVE

A. Sick Leave

1. It is agreed that the Board has the right to expect teachers to possess and maintain sufficient good health, physical and mental, to adequately perform their respective duties. In cases where inadequate performance in the classroom, as determined by observation, is believed to be the result of poor physical or mental health, a physical or psychological examination may be required by the Board without loss of pay to the teacher. The choice of the doctor must be by mutual consent and the expenses of the examination paid by the Board. Failure to comply with such requirement for examination may result in suspension. Teachers may be placed on sick leave for the duration of the illness or complication at the discretion of the Board based on the recommendation of the Medical authority. The Board will pay sick leave equal to the amount of sick leave time accumulated. The Board will consider the teacher as on leave beyond the number of days accumulated up to one year (365 days) following the initial mental or physical examination.
2. Each teacher is granted 10 days of sick leave per year. With prior administrator approval, sick leave may be used in one (1) hour increments up to a maximum of 6 hours per year. Sick leave is to be used for personal illness or illness in the immediate family. A teacher may use any of these days per year for illness in the immediate family (as defined in Article X, Section A, Paragraph 5). Exception to this limitation, requested in writing by a bargaining unit member, may be approved by the Board or its designee, in the event of critical or prolonged illness in the teacher's immediate family. Such request must include the reason for the request and supporting medical confirmation of illness. The granting of an exception shall not constitute a precedent for purposes of future contract administration. Sick leave may accumulate to one hundred twenty (120) days.

After the birth of a baby, a woman may not use sick leave days to extend medical leave beyond the return date specified by her doctor.
3. The Board of Education reserves the right to require a doctor's written statement as evidence of illness, after the fifth day.
4. The Board shall furnish each teacher upon request with a written statement at the beginning of each school year as to their total sick leave credit.
5. Teachers who have accumulated one hundred twenty (120) sick days will be paid forty-five dollars (\$45.00) annually in a lump sum in June for each unused sick day in excess of one hundred twenty (120) days.
6. If a teacher is in attendance all scheduled workdays for any trimester, he/she will receive an additional \$100 per trimester in incentive pay at the end of the

trimester. Approved time away from work to attend conferences shall not adversely affect this provision.

7. Upon retirement or separation from the district, each bargaining unit member shall be paid forty-five dollars (\$45.00) per day for all unused sick days.
8. Teachers shall not be charged sick or professional days if school is closed.
9. After (15) fifteen years of service with Farwell Area Schools, a teacher may request payment based on paragraph A.5 above for up to one-third ($\frac{1}{3}$) of his/her sick days accumulated as of February 1 to be paid in a lump sum by June 1. The request has to be in writing by February 1 of said year.

B. Volunteer Sick Bank

To afford the maximum protection against prolonged illness or care for teachers and immediate family members, the following volunteer sick bank shall be established for all teachers who wish to participate.

1. Beginning each school year, each teacher must decide whether he or she will participate and sign up for the volunteer sick bank program. Those who choose not to participate at the beginning of the year cannot draw from the bank. However, the Board will donate one day to the sick bank at the beginning of the year for each new bargaining unit member hired. The new bargaining unit member shall not have to contribute one of his/her own ten days but shall be considered a participant in the sick leave bank for his/her first year in the Farwell district.
2. Donation of sick days to individuals
 - a. A teacher may volunteer to donate one or more of his/her sick days in whole day increments, up to 10% of his/her accumulated sick days, to any individual who qualifies under guidelines listed below.
 - b. The decision to donate sick days is irrevocable. The individual donating days will complete a Sick Day Donation Form (Appendix F).
3. Eligibility: The teacher must first exhaust all of his/her own sick and personal days. Upon expiration of the above reference days, the teacher must wait two (2) unpaid days before he/she is allowed to access the sick bank. Additional unpaid days may be waived for subsequent requests within the same school year after review by the committee. The decision to grant use of donated sick days for the teacher or immediate family member may be based in part on, but not limited to, any of the following:
 - a. A review of other options available for the care of the immediate family member, immediate family is defined in Article X, section A.5 of this agreement.

- b. Determination of the seriousness of the case by the Sick Bank Committee defined in Section 4 of this Article.
 - c. A doctor's statement is required clearly identifying the need for the medical treatment/care and stating the estimated length of leave time needed.
4. General Information:
- a. The individual requesting donated sick days must apply in writing to the Sick Bank Committee.
 - b. Request for use of donated sick days may require the completion of Family and Medical Leave Act forms.
 - c. Insurance benefits will continue while the teacher is utilizing donated sick days.
 - d. A maximum of one hundred sixty-seven days (167) may be granted per appeal from the donated days. The Sick Bank Committee may require that a teacher apply for LTD benefits as a condition for continued use of sick bank. As soon as individual qualifies for long-term disability insurance benefits, sick bank coverage stops.
 - e. If it appears that an individual is abusing the above policy, the Sick Bank Committee may direct said individual to provide additional information from two doctors of the Committee's choosing to determine whether the care of the "immediate family" member is required or the illness is valid.
 - f. The Sick Bank Committee may grant or suspend donated sick leave days. Their judgment and/or decisions will be final.
 - g. The Sick Bank Committee for donated sick leave shall consist of two (2) members of the Farwell Education Association and two (2) representatives designated by the Board.
 - h. The provisions and benefits of donated sick days terminate at the end of each school year.
 - i. Persons granted volunteer sick leave days from the bank would not have to repay these days.
 - j. At the beginning of each school year and again as the FEA determines that the "pool days" have dropped to a minimum level (i.e. 20 days), the district agrees to shift the donation of days from the participating individual's sick days to the FEA Sick Bank.
 - k. Unused days in the Sick Bank will be rolled over to the next year. Membership in the FEA Sick Bank is maintained until it is time to replenish the "sick bank pool".
 - l. Individuals donating to the "sick bank pool" will not be denied their perfect attendance stipend (Art. VIII, A7.) for donating to the FEA Sick Bank.

ARTICLE IX - PERSONAL LEAVE DAYS

- A. A teacher shall be granted three (3) days of personal leave per year without restrictions.
- B. Prior approval of the superintendent is required and requests for approval shall be submitted in writing not less than five (5) school calendar work days prior to the date requested, except in cases of emergencies or school related activities.
 - 1. All requests for personal leave shall be made on a form provided by the administration.
 - 2. Leave days may be used for extensions of vacations or holidays. Up to two (2) teachers per building and a maximum of six (6) per district may use this leave at one time. Leave days shall not be used for participation in or support of any conduct prohibited by law, including withholding of services. On a day scheduled for professional development in the agreed upon school calendar (Appendix C), a personal leave day may be used only for personal business which cannot be conducted other than during normal work hours. The reason must be stated on the leave form.
 - 3. Teachers shall not lose these days if school is closed due to an Act of God.
 - 4. The Administration shall reply in writing to a written request for use of a personal leave day within three (3) school calendar work days following receipt of the request, except in emergencies or school related activities when approval may be granted earlier to accommodate the emergency. If the reply is not received by the member within three (3) school calendar days, it is understood that the personal leave day was approved.
 - 5. If unused at the end of the year, the personal leave days shall be added to accumulated sick leave.

ARTICLE X - LEAVES OF ABSENCE

A. Teachers will be granted leave with pay for the following:

1. Absence when a teacher is called for jury duty or subpoenaed into court if the subpoena to court is not the result of a secondary employment. Exception to the 'subpoena language' may be requested by a bargaining unit member. The Board may permit the 'exception'.
2. Released time necessary to take a selective service physical.
3. Attendance at conference relating to professional improvement at the discretion of the superintendent.
4. The Board will provide the Association with up to eight (8) days and in the year the contract expires the Board shall grant up to fifteen (15) days. The Association shall not be charged Association days if school is closed.
5. Bereavement leave with pay will be granted to teachers for the workdays falling within the period between the time of death and the day of the funeral. For the death of a spouse or child, bereavement leave will not exceed five (5) days. For the death of the spouse of child, brother of employee or spouse, sister of employee or spouse, parents of employee or spouse, grandparent and grandchild, or a person residing in the same household bereavement leave with pay will not exceed three (3) days. Teachers shall have the right to use accumulated sick days for the purpose of bereavement leave for immediate family members listed herein.

Teachers shall have the right to use up to two (2) sick days per year for the purpose of bereavement of non-family members. Extensions may be granted by the Superintendent or his/her designee.

B. Teachers will be granted leave without pay:

1. A leave of absence without pay and/or benefits of up to one (1) year may be granted to a teacher for any reason provided the teacher submits all required information regarding said leave of absence to the Board at least sixty (60) school calendar work days in advance. Upon request by the employee this leave may be extended by the Board.
2. Teachers on leave without pay for two (2) years or less are guaranteed return to the same or a similar position if the Board is notified in writing by April 15 of the year their leave is over. Teachers not notifying the Board by April 15 relinquish their right to return. Teachers returning from leave shall return to the salary step to which they were entitled prior to the leave. Any employee returning from leave may be requested by the Board to furnish evidence of a physical examination by a doctor of the Board's choice. The Board shall be obligated to pay the actual cost of the requested physical examination.

3. A short leave of absence (one to sixty days) without pay may be granted by the Superintendent provided the teacher submits a request for said leave in writing at least thirty (30) days in advance of the leave and the teacher has already used available personal days and sick days. In the event of an emergency, thirty days notice is not required. Benefits must be paid for by the teacher on leave.
- C. Teachers who shall have been employed for seven (7) years by the Farwell Area Schools shall be granted, upon request, a sabbatical leave for professional improvement for one (1) year. A teacher may be granted one sabbatical leave during each ten (10) years of his/her employment in the District.
1. It is agreed that professional improvement for purposes of this Article is limited to attendance at a post-secondary educational institution. A request for sabbatical for other than 'post-secondary education' shall be screened by a committee consisting of a building principal, the Association president, and the superintendent. This committee shall recommend to the Board.
 2. During the sabbatical leave the teacher shall be considered in the employ of the Farwell Area Schools and shall receive paid full fringe benefits as agreed to in Article XVIII of this Agreement. In addition Farwell Area Schools shall pay 100% of the Board contribution to Michigan School Employees Retirement System. The employer shall remit said amounts on a current basis and shall include the teacher on its reports as if the teacher were not on a sabbatical leave.
 3. The employer shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.
 4. Faculty personnel, upon return from a sabbatical leave, shall be restored to their former position, if available. If not, to a similar position for which they are qualified.
 5. Consistent with this agreement, both seniority and experience on the salary schedule shall accrue during the period of the sabbatical leave.
 6. In recognition of which, the teacher is obligated to continue his/her employment with the Farwell Area Schools for a period of three (3) years after return from sabbatical leave, unless causes beyond his/her control prevent such employment. A teacher not returning to service at Farwell Area Schools after their sabbatical shall refund in full all compensation received from Farwell Area Schools while on leave.

ARTICLE XI - TEACHER EVALUATION

- A. The primary purposes of, consistent with section 1249 of the Revised School Code, evaluation will be:
1. To ascertain teacher effectiveness.
 2. To improve teacher performance and provide assistance to the individual teacher to correct or improve areas of concern which may be revealed by evaluation.
- B. The person primarily responsible for the evaluation will be the teacher's principal; however, other administrative personnel may be called upon to assist in the evaluation process if requested to do so by either the teacher or the respective building principal.
- C. In view of the legislative changes to the revised school code which mandates that the board, with the involvement of teachers and school administrators, shall adopt and implement for all teachers a rigorous, transparent, and fair performance evaluation system. The parties agree to address the evaluation requirements imposed by law. In doing so, the parties shall consider both statutory requirements, to the extent allowed by law, and the previous existing language in Article XI, C and appendix _____.
- D. Schedule B Personnel

Each bargaining member on Schedule B shall be entitled to a hearing before the Board Personnel Committee for the following reasons:

Dismissal
Suspension
Non-renewal of contracts

Bargaining unit members on Schedule B shall be notified of parental complaints, which may involve future comments on evaluations, or other similar actions, including but not limited to reprimands, suspensions, and dismissals.

The decision of the Board Personnel Committee is binding.

ARTICLE XII - PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in the classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to maintenance of control and discipline in the classroom.
- B. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense, provided the disciplinary action is reasonable, consistent with the law, and within the guidelines as spelled out by the Board of Education.
- C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, provided the disciplinary action is reasonable, consistent with law, and within the guidelines as spelled out by the Board of Education.
- D. The Board of Education will reimburse teachers for damages to clothing or personal effects as a result of student or parent action.
- E. Any written complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention. The Administration shall not withhold any such complaint from the teacher for more than three (3) school calendar work days. Parents will be encouraged to make appointments with teachers during preparation periods or after school.
- F. Harassment --See Board Policy.
- G. Complaints not covered in this Agreement -- See Board Policy. The Board Policy Handbook will be available and maintained on the district website (<http://farwellschools.net/schoolboard/>) with all updates included by October 1 of each year.

ARTICLE XIII - TEACHING CONDITIONS

A. The workday of all teachers will begin at 7:45 a.m. and end at 3:15 p.m. Each teacher shall be provided a minimum of thirty (30) minutes duty free lunch period. The elementary and secondary teachers' instructional day shall begin at 8:00 a.m. and end at 3:00 p.m.

1. Elementary teachers will receive the equivalent of one (1) period of preparation time. This includes a minimum of forty-five (45) minutes preparation time during specials class and one fifteen (15)-minute recess per day. The elementary teachers of special classes will coordinate recess duty with the paraprofessionals. Elementary teachers of special classes will receive one period of preparation time equivalent to sixty minutes per day.
2. The middle school teachers will be provided a minimum of sixty (60) minutes of preparation time per day.

While a trimester schedule is in place, high school teachers will be provided a minimum of 300 minutes of preparation time per week: four days of one class period each day and one day of 10 to 13 minutes. High school teachers will be assigned a mutually agreed upon scheduled assignment within the school day for ten (10) hours per trimester. Exceptions to this assignment will occur for those teachers who are already working through their preparation time due to the nature of their daily assignments. Examples include, but are not limited to, the work study coordinator, vocational education teachers, counselors and teachers who are teaching a class on their preparation time.

3. A teacher may consent to teach a class immediately before the start of the regular school day (zero period) or immediately after the end of the regular school day (X period) as part of his/her full-time load. The teacher must sign a letter of consent stating one of the following:
 - a. For a zero period, the teacher's school day begins one class period prior to the start of the regular school day and ends one class period prior to the end of the regular school day;

OR

 - b. For period X, the teacher's school day begins one class period later than the start of the regular school day and ends one period after the end of the regular school day.

In any case, teaching during a zero period or period X is strictly voluntary.

B. Teachers in grades 7 through 12 shall not be required to teach any more than three (3) different instructional preparations in a particular semester or trimester. In a trimester schedule, teachers shall not be required to teach more than nine (9)

different instructional preparations in a school year. Exception to this provision may be made if the teacher gives his/her consent. Part A of a course shall be considered a different preparation from Parts B and C (or singletons) of a course.

- C. A sufficient quantity and quality of teaching aids and materials will be available for all teachers for the entire year. All dollars paid by a college or university to Farwell Area Schools for supervising student teachers shall be given to the teacher(s) who provide such supervision to be used to purchase additional classroom supplies.
- D. The Association agrees that it is the professional responsibility of the teachers to attend staff meetings called by their administrator. The staff meetings will be posted at the beginning of the school year except in emergencies. Staff meetings shall not exceed five (5) per year.
- E. Supervision of students is the teacher's responsibility during the entire school day. Teachers will cooperate in good housekeeping practices in the halls, classrooms, and lounges.
- F. Special needs students
 - 1. If a teacher will be providing instructional or other services to a medically fragile student, the teacher will be advised of the steps to be taken in the event an emergency arises related to the student's medical condition.
 - 2. No teacher will be required to provide services of a medical nature to a medically fragile student without being offered Board paid training to provide the services, unless the services are necessitated by emergency.
 - 3. On a case-by-case basis, the District will determine what training and other support should be provided to a teacher who will be providing instructional or other services to a medically fragile student.
 - 4. No teacher shall be expected to perform routine, scheduled maintenance of an apparatus used by the student to sustain his/her body functions nor render routine scheduled care or maintenance of exceptional bodily functions (e.g., tracheotomy, diapering, use of the toilet, etc.) related to the student's impaired condition.

ARTICLE XIV – VACANCIES AND TRANSFERS

- A. A vacancy shall be defined for purposes of this agreement as: A professional position within the bargaining unit presently known to be open for eighty (80) school calendar work days or more because it was newly created, or by reason of the permanent separation (by resignation, death, discharge, transfer, etc.) of the teacher formerly in the position. A position shall also be deemed to be a vacancy after the teacher formerly in the position has been on sick leave for at least 120 school calendar work days.
1. Vacancies shall be emailed as a courtesy to all bargaining unit members at their school email address and posted on a designated bulletin board in each district building along with a copy of such posting to the Association. Positions as above described shall be posted within seven (7) school calendar work days of the vacancy and shall be posted at least seven (7) school calendar work days prior to being filled. Teachers may apply for such positions by submitting a written application to the superintendent or designee. Applicants must meet all state and federal mandates for certification and qualification. Selection will be by interview, weighing **factors** such as teaching experiences, flexibility of certification, and overall competence as judged by evaluation reports and other relevant factors. Seniority may be used as a selection factor if all other selection factors are equal. If allowed by law, tenured teachers would have preference over probationary teachers, and both tenure and probationary teachers would have precedence over new hires. The final decision will rest with the Board and shall not be subject to the grievance procedure.

During a time when school is not in session, notice of vacancies shall be sent to the address of record or to the email address of all teachers who have submitted a written request by June 1 to the Superintendent. The written request shall state whether the notice of vacancy shall be sent by mail or email. Notices of vacancies shall also be posted on the school website for ten calendar days.
 2. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. Such vacancies may be filled on a temporary basis for less than eighty (80) school calendar work days unless otherwise mutually agreed, subject to the requirements of section 15 of PERA.
 3. The Association shall be notified by the Board within seven (7) school calendar work days of the filling of any teaching vacancy.
 4. A vacancy need not be posted if the Board in its discretion determines the vacancy should instead be filled through the recall of a laid off teacher.

- B. Transfers shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit. This would include grade level changes in the elementary, change of subject area in the Middle School, and department changes in the High School. Positions of half time or more which are vacated due to the transfer of the teacher formerly in the position shall be posted.
1. Requests by a teacher for transfer to a different class, building or position shall be made in writing and filed with the superintendent by March 1. The application shall set forth the reason for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such request shall be renewed by the member once each year to assure active consideration by the Board.
- C. Unless prohibited by law, assignment shall be defined as a specific schedule of classes within a subject area or a specific grade level for self-contained classrooms.
1. Teachers shall receive notice of their tentative assignments for the following school year prior to the last student school day.
 2. Prior to March 1 of each year, teachers may advise their principal of assignment preferences.
 3. Any change in assignment that is necessary after June 1 shall be communicated immediately to the affected teacher(s).
 4. Looping: If one or more members volunteer to loop (stay with same elementary class for two consecutive years), each member will be allowed to return to the initial grade to which the teacher was assigned when he/she agreed to loop.
 5. A staffing review committee consisting of the Superintendent, the FEA President, an Association representative from each building and principals shall meet to review the curriculum guide offerings/positions available for the next school year. The committee shall meet by May 15 and as needed to review proposed staffing assignments and ensure compliance with the Master Agreement.

ARTICLE XV – SENIORITY AND PERSONNEL REDUCTION

- A. Unless prohibited by section 15 of PERA, a teacher's services may be terminated with thirty (30) school calendar work days notice pursuant to a necessary reduction in personnel.
- B. With the exception of teachers who are given notice of lay-off during the summer break period, if a teacher is given notice of layoff effective during the academic year at a time which does not coincide with the beginning or end of a semester/trimester, the teacher shall continue to receive insurance protection as outlined in this Agreement until the end of the semester in which the layoff notice is given if financial resources are available.
- C. Seniority

Seniority shall be defined as length of service in the bargaining unit from the most recent date of hire. All seniority is lost when employment is severed by resignation, retirement, transfer to work outside the bargaining unit (see one-year exception in D.1 below), discharge with legal cause, or non-renewal of a probationary teacher. Date of Hire shall be defined as the earliest date the employee is required to report to work in a bargaining unit position, excluding schedule B. Typically, this will be the first teacher day of the new school year. However, for bargaining unit members required to report to work in their positions prior to the first day of school and paid an additional amount above their annual contracted salary, the date of hire shall be the first day required to report to work.

- 1. Layoff and the taking of a Sabbatical or involuntary leave of absence as provided under this Agreement shall not constitute a break in service and seniority shall accumulate during such periods. The taking of a voluntary leave of absence shall not constitute a break in service; however, seniority shall not accumulate, but shall remain frozen during such periods. A transfer to a Farwell administrative position shall be treated as a voluntary leave under this paragraph for one school year provided that notice is given by the end of the second trimester of his/her intent to return to the bargaining unit. Failure to give notice to return shall cause the individual to lose all bargaining unit seniority pursuant to Section D above.
- 2. A seniority list consistent with this Agreement shall be prepared by the Board by October 1 of each school year. The seniority list shall be in rank order of the teachers last date of hire as set forth in the preceding section. In the event more than one teacher has the same first day of work, the relative place of such teacher on the seniority list with respect to that date of hire will be determined by a drawing of lots participated in by all affected teachers. The drawing will be held at the first Association General Membership meeting of the school year. The Association president or his/her designee shall draw for any person unable to be in attendance. All affected teachers and the superintendent's office will be notified in writing of the results of the drawing within one week.

3. A copy of the seniority list shall be provided to the Association by October 1 of each school year. Errors, omissions, and/or deletions in or to the list will be noted and corrections will be made as required to conform to this Agreement. The Seniority list shall contain the names of bargaining unit members and their certifications. The finalized seniority list shall be provided to the Association by October 22.
4. Schedule B assignments shall not be used to determine seniority.

ARTICLE XVI -CLASS SIZE

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

Developmental Kdg.	20
Kindergarten	23
Transition	23
First Grade	23
Second Grade	23
Third Grade	26
Fourth Grade	26
Split Grades (1-4) *	20
Fifth Grade	26
Sixth Grade	26
Split Grades (5-6)*	23
Seventh Grade	27
Eighth Grade	27
Ninth Grade	27
Tenth Grade	27
Eleventh Grade	27
Twelfth Grade	27
Alternative Ed 9-12	30
Physical Education	
K-4	30
5-12	40 w/1 teacher/gym
	50 w/2 teachers/gym
Band 5-8	50
Band 9-12	60
Choir K-4	30
Choir 5-6	40
Choir 7-12	50
Industrial Arts	22
Vocational Shop	22
Homemaking	22
Computers	31

Spec. Ed according to State and Federal Regulations

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

Team-taught classes shall use the same class size guidelines as presented above increased by three (3), (i.e. team taught Eighth Grade Science would have no more than thirty (30) students when two teachers are present).

In no case shall the number of students exceed the number of work stations in the classroom.

- B. If for any reason the class size maximum, as defined by Article XVI, Section A., is exceeded, the District shall provide the effected teacher(s) with the following relief. The Board shall pay the K-4 teacher(s) who has an overload at the rate of \$6/student/day enrolled. In grades 5-8 (including all subject areas), the teacher(s)

shall be paid \$1.20/hour/day the student is enrolled. In grades 9-12, (including all subject areas and Alternative Ed), the teacher(s) shall be paid \$1.20/ hour/day the student is enrolled. This additional compensation shall be paid in a lump sum at the end of each trimester.

C. Any new classes that are established and not included above shall have a class size mutually agreed upon by the Association and Board.

D. Special Needs Student Inclusion

In consideration for the unique adjustments to the regular education classroom required to accommodate special needs students, every effort will be made to maintain an equitable distribution of special needs students assigned to the regular education classrooms.

ARTICLE XVII
COMPENSATION FOR TEACHING PERSONNEL

- A. Teachers hired to perform teaching services longer than the regular school year will be paid their daily rate in direct proportion to the extra services to be performed.
- B. All bargaining unit members will be reimbursed one-sixth (1/6) of their daily rate if a preparation period is not provided. Bargaining unit members who teach at more than one level and who are not receiving a full preparation period shall be paid a pro-rated per diem rate for the missing preparation time.

Whenever a bargaining unit member agrees to substitute for another teacher during their preparation period, counselors and librarians included, the member shall be compensated at the rate of thirty dollars (\$30) per hour. Comparable time will be allowed to the Elementary Staff. The preparation period is designed for professional education activities.

- C. Teachers new to the Farwell System may be given credit for up to five (5) years of K-12 teaching experience, at the discretion of the Board. They will be allowed extra service up to an amount equal to step nine when they are placed on Tenure for the succeeding year.
- D. Longevity pay will be granted at the rate of 1% at the B.S. base for each year of service in the Farwell System beginning with the eleventh year.
- E. Teachers hired part time or job sharing will be given experience credit pro-rated according to the time taught. (One-half time will receive one-half step of experience credit or longevity.)
- F. Teachers, who with prior administrative authorization attend in-services, workshops, or other training sessions, will be reimbursed for all reasonable expenses.
- G. When a bargaining unit member is scheduled to leave his/her classroom assignment early due to an extra curricular assignment, the district will strive to provide qualified substitutes.
- H. Payroll Schedule: Teachers may elect to receive their salary under one of the following options. Teachers electing either option 2 or option 3 below must put the election in writing to the business manager prior to August 10.
 - 1. Contract year: Spread in equal installments over the contract year, generally August to August (26 pays), or
 - 2. School year: Spread in equal installments over the school year, generally August to June (21 pays), or
 - 3. Lump sum: Spread in equal installments as though over the contract year but with a lump sum in June for the balance (20 + 1 pay which is lump of last 6 pays).

It is also recognized that from time to time, it will be necessary to schedule contract year pays over 27 pays instead of 26 pays. In that case, the following will occur:

1. Contract year pays will be spread over 27 pays.
2. School year pays will continue to be spread over 21 pays.
3. Lump sum option pays will be spread over 21 + 1 pays, with the lump sum being equal to 6/27 of the contract amount.

A determination shall be made by April 1 of each year whether 27 pays will be required for the following contract year. The Association president shall be notified by May 25 if it is determined that 27 pays shall be necessary.

I. Educational Specialist

1. Full-time teachers with ten (10) or more years of service in the Farwell Area Schools may elect to apply for the position of Educational Specialist. The Board shall create a total of eight (8) such positions. The eligible teacher may select this position for one, two or three years. At any one time no more than 8 (eight) employees may participate in this plan.
2. Teachers must apply for the positions in writing to the Superintendent of Schools by October 1. The positions will be filled on the basis of seniority, all other factors being equal, if there are more applicants than positions available. Teachers applying for these positions must have a minimum of ten (10) years in the Farwell Area School system and a working knowledge of the District's policies, practices and curriculum. As a condition of eligibility, the teacher shall, upon accepting assignment to the Educational Specialist position, submit his/her resignation from his/her employment with the Farwell Area Schools with an effective date for his/her termination at the completion date of his/her first assignment in the Educational Specialist position. Those serving in these positions shall be given an individual extracurricular contract setting forth the duties expected. The duties shall be assigned by the Superintendent and, unless otherwise arranged with and approved by the Superintendent, shall be related to school improvement and/or accreditation needs of the school district.
3. The Educational Specialist positions shall be compensated at a rate according to the provisions of Schedule B.

ARTICLE XVIII - INSURANCE PROTECTION

- A. Upon receipt of written application, the Board agrees to provide the following insurance benefits in which the cost shall be divided 80% paid by the Board and 20% paid by the employee. The 20% employee contribution shall be with pre-tax dollars using the District's Section 125 plan.

Plan I MESSA Choices II Health insurance, Saver Rx with a \$500/\$1000 yearly deductible and \$20 office visit co-pay.

(note: The two riders are already included in Choices II.)

Long Term Disability

66 2/3%

\$5,000 monthly maximum

90 calendar days modified fill

Freeze on offsets

Alcoholism/drug 2 years

Mental/nervous same as any other illness

Dental insurance generally equivalent to Delta Dental -

Class I at 100%, Class II at 80%, Class III at 80%, \$1000 annual max;

Class IV at 80%: Lifetime Maximum of \$2,000

Negotiated Life \$50,000 AD&D

Vision insurance VSP-2 Silver

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

Plan II Dental insurance generally equivalent to Delta Dental -

Class I: 100%, Class II: 80%, Class III: 80%, \$1000 annual max;

Class IV: 80%, Lifetime Maximum of \$2,000.

Vision insurance VSP-3 Gold

Negotiated Life \$50,000 AD&D

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

Long Term Disability

66 2/3%

\$5,000 monthly maximum

90 calendar days modified fill

Freeze on offsets

Alcoholism/drug 2 years

Mental/nervous same as any other illness

CASH-IN LIEU- The single subscriber rate for the health insurance will be provided to teachers selecting Plan II.

- B. Every eligible teacher may elect either Plan I or Plan II, but not both. If husband and wife are both employed as teachers, only one of them may make an election of Plan I.
- C. The insurance benefits set forth in this Article will be prorated for less than full-time teachers; i.e., if a teacher works one-half time, the Board shall be obligated to pay only one-half of the applicable premiums. The premiums for which the Board is not obligated may be deducted from the teacher's salary.
- D. It is the Board's obligation to pay the full twelve-month premium cost for insurance provided in this Article.
- E. No teacher shall be eligible for the insurance benefits provided in this Article until the teacher has been enrolled for coverage by the insurance carrier(s).

Flex Spending Plan for Medical and/or Child Care Expenses. The district will make available a Flex Spending Plan for Medical and/or Child Care expenses in accordance with the Federal law. The Employer will make known to the Plan Administrator that the parties' intended use of the Flex Spending Plan is limited to medical and/or child care expenses directly related to the negotiated benefits and programs provided under the terms of the Master Agreement.

The plan is not intended to serve as a vehicle to be used by insurance companies and/or other vendors in general public to gain access to the FEA membership for purposes of promotion and sale of their products.

**ARTICLE XIX
TERMINATION PAY AND RETIREMENT POLICY**

- A. Beginning with the eleventh (11th) year of service and continuing through the teacher's last year of service, any tenured teacher who chooses to leave the Farwell System will be entitled to a severance payment equal to two hundred dollars (\$200.00) per year of teaching in the Farwell System. This payment shall be made to a 403b plan account designated by the teacher. There shall be no cash option to this employer 403(b) contribution.
- B. For bargaining unit members hired prior to September 1, 2005, the Board will pay the following percentages for early retirement after thirty (30) years of service of which the final twelve (12) years shall be served in the Farwell Area Schools. Bargaining unit members hired after September 1, 2005 shall not be eligible for payment under paragraph B.

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

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

- C. The Board at its discretion may offer a retirement incentive in addition to Article XIX A and B. Bargaining unit members will be offered a choice of options A, B, or C as per state and federal guidelines.
- D. All monies paid to bargaining unit members under Article XIX shall be deposited in a 403b account designated by the teacher. There shall be no cash option to this employer 403(b) contribution.

ARTICLE XX
ESEA IMPLEMENTATION

The Board and the Association will work together to comply with and implement the Elementary and Secondary Education Act (No Child Left Behind Act) of 2001.

1. A teacher who passes the Michigan Teacher Certification Basic Skills Test and/or subject area test(s) in order to become “highly qualified” under ESEA shall be reimbursed for the test registration fee(s). Any teacher who voluntarily takes and passes the test at the request of an administrator shall be reimbursed for the test registration fee(s).
2. Any bargaining unit member failing to meet the “highly qualified” provisions of the ESEA becomes displaced under Article XIV for staffing purposes and retains all of his/her seniority rights accorded in the Master Agreement.

ARTICLE XXI
MISCELLANEOUS

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

- B. The Board of Education and the Association will establish a School Improvement Committee in each building. Participation on a School Improvement Committee shall be voluntary.

The committees will also evaluate and make recommendations regarding building discipline procedures and policies published in student handbooks.

ARTICLE XXII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2011 and shall continue in effect until June 30, 2012.

***FARWELL AREA SCHOOLS
BOARD OF EDUCATION***

***FARWELL EDUCATION
ASSOCIATION***

By _____
Board President

By _____
FEA President

By _____
Superintendent
Negotiations Spokesperson

By _____
MEA 12-E UniServ Director

By _____
Secretary

By _____
Secretary

Dated this _____ day of _____, 2011

Board Negotiation Team

Carl Seiter
Catheryn Gross
Dee _____
Max _____
Robert Huber

Association Negotiation Team

John Pakledinaz
Mary Lee
Gordon _____
Carolyn Bollinger
Amy Rohdy
Laurie Warner
Wendy Heinig, MEA UniServ Director

**APPENDIX A
SCHEDULE A
TEACHER PAY SCALES**

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

2011-2012 Teacher Pay Scale

[Lateral movements allowed however freeze on steps and longevity for this year]

STEP	INDEX	BA/BS	BA+20 SEM HRS APPROVED PROGRAM OR PERMANENT CERTIFICATE	MA or BA+36 SEM HRS +PERMAMENT OR PROFESSIONAL CERTIFICATE	MA+20 SEM HRS OR BA+55 SEM HRS + PERM OR PROFESSIONAL CERTIFICATE
0	1	34,683	35,921	37,778	39,015
1	1.055	36,591	37,897	39,856	41,161
2	1.11	38,498	39,872	41,934	43,307
3	1.165	40,406	41,848	44,011	45,452
4	1.22	42,313	43,824	46,089	47,598
5	1.275	44,221	45,799	48,167	49,744
6	1.33	46,128	47,775	50,245	51,890
7	1.385		49,751	52,323	54,036
8	1.44		51,726	54,400	56,182
9	1.495		53,702	56,478	58,327
10	1.55		55,678	58,556	60,473
11	1.605		57,653	60,634	62,619

**APPENDIX B
SCHEDULE B
EXTRA-DUTY SCHEDULES**

Programs listed are not necessarily allowed every year. All extra-pay activities must have program content approval before amount of pay is approved. Deductions will be made from pay items when conducted between 8:00A.M. and 3:30 P.M. on school days. Unless prohibited by law, bargaining unit members shall be awarded Schedule B positions over non-bargaining unit persons if the bargaining unit member is as qualified or more qualified than the non bargaining unit member.

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

Head Varsity Coaches will receive an additional ½% for each program for which they are responsible (providing input to the Athletic director on new hires and evaluations; and training coaches including observing practices and contests). Programs mean J.V., 9th, 8th, 7th grade. A Girls' varsity coach is not responsible for a boys' program and vice-versa.

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

In the event the Board of Education established approved summer recreation programs, a Varsity head coach would be paid \$10 per hour or an assistant coach would be paid \$9 per hour. for supervising student activities. Only one coach would be paid per hour of supervision.

Upon written request the Board, at its discretion, may consider compensation for additional extra duty assignments for established but unlisted programs.

Noon duty compensation (comp) days must be used during the same year in which they are earned, and may be used to extend a vacation and holiday and must follow the other guidelines for personal days. Unused noon duty compensation days shall be accumulated as sick days. All compensation days earned must be used by May 4, 2009, or will rollover into sick days. Effective 2009-2011, noon duty compensation shall no longer include comp days. The compensation shall be \$150 per trimester plus a daily free lunch. For the year 2008-2009 bargaining unit members may choose either the comp days or the \$150 per trimester as compensation.

Non-traditional instruction such as, but not limited to, MLT, alternative placement and homebound, not otherwise specified in this Agreement, shall be paid at the rate of thirty dollars (\$30) per hour for work performed outside of school hours.

SCHEDULE B

Athletics	%	Fine Arts/Clubs	%	Other	%
Football Head Coach	10%	Instrumental Music H.S.	10%	H.S. Yearbook	6%
Football JV Head Coach	8%	Instrumental Music M.S.	3%	M.S. Yearbook	4%
Football Asst. Coaches (Maximum 3)	7%	Vocal Music H.S.	4%	School Store	1%
Football Freshmen Coach	7%	Vocal Music M.S.	3%	School Newspaper/ Newsletter	.75%
Football Asst 9 th Coach	6%	Vocal Music Elem	1%	Mentor Teacher	.5%
Volleyball Head Coach	8%	National Honor Society	4%	RIF	2%
Volleyball JV Head Coach	4%	National Honor Society Asst	2%	Summer School Teaching	\$30/hr
Volleyball Freshmen Coach	4%	Student Council H.S.	3%	Saturday Detention ½ day	\$50
Cross Country Varsity Coach	5%	Student Council Asst. (2)	1%	Saturday Detention 1 day	\$70
Fall Varsity Cheer Coach	6%	Student Council M.S. (7-8)	1%		
Cheerleading JV Coach	3%	Class Advisor 7&8 grades (1 each)	.5%	Noon Duty 2008-09: 2009-11:	1 comp. day per trimester/ person Free lunch + \$150 per trimester
Cheerleading 9 th Coach	2%	Class Advisor 9&10 grades (2 each)	2%	Committee Stipends (approved by admin)	½ % of BA base per committee
Cheerleading 8 th Coach	2%	Class Advisor 11&12 grades (2 each)	3%	Committee Stipends (approved Co-Chair)	1% of BA base per committee
Cheerleading 7 th Coach	2%	Quiz Bowl	2%	Educational Specialist 1 st yr 2 nd yr 3 rd yr	% of BA-0 6.35% 6.35% 6.35%
Golf Varsity Coach (Boys and Girls)	7%	Foreign Language Club H.S	2%		
Winter Competitive Cheer Varsity Coach	8%			Alt. Ed Extended Time	1/6 salary
Basketball Varsity Coach (Boys and Girls)	10%	Dramatics H.S.	10%	Website Supervisor	4.5 %
Basketball Asst. Coach/JV	8%	Academic Track	2%	Homebound/MLT/After School Inst. Programming	\$30/hr
Basketball Freshmen Coach	6%	Odyssey of the Mind	2%		
Basketball 8 th Coach (2 @ 3% each)	3%	Science Olympiad	2%		
Basketball 7 th Coach (2 @ 3% each)	3%				
Wrestling Varsity	10%				

Coach					
Asst. Wrestling Coach	6%				
Pom-Poms	2.5%				
Skiing High School	6%				
Skiing Middle School	2%				
Track Varsity Coach (Boys and Girls)	8%				
Track Asst. Coach	5%				
Track Jr. High Girls Coach	4%				
Track Jr. High Boys Coach	4%				
Baseball Varsity Coach	8%				
Baseball Asst. / JV Coach	5%				
Softball Varsity Coach	8%				
Softball Asst/JV Coach	5%				

Appendix C School Calendars 2011-2012

August/September 2011 (19 Student Days, 2.0 PD Days)

Monday	Tuesday	Wednesday	Thursday	Friday
	Aug 30 PD Day	Aug 31 PD Day School Pictures Schedules Pick up Open House	Sept 1 Teachers off	Sept 2 Teachers off
Sept 5 Labor Day	Sept 6 First Day w/ students	Sept 7	Sept 8	Sept 9
Sept 12	Sept 13	Sept 14	Sept 15	Sept 16
Sept 19	Sept 20	Sept 21	Sept 22	Sept 23
Sept 26	Sept 27	Sept 28	Sept 29	Sept 30

October 2011 (19 student days, 1 PT Conference Day)

Monday	Tuesday	Wednesday	Thursday	Friday
Oct 3	Oct 4	Oct 5	Oct 6	Oct 7
Oct 10	Oct 11 MEAP Testing	Oct 12 MEAP Testing	Oct 13 MEAP Testing	Oct 14
Oct 17	Oct 18 MEAP Testing	Oct 19 MEAP Testing	Oct 20	Oct 21 Mid Term Fall Tri 1 Homecoming
Oct 24 NO SCHOOL	Oct 25 – No Students PT Teacher Conf.	Oct 26	Oct 27	Oct 28
Oct 31				

November 2011 (15 student days – Trimester 1, 1 Teacher Work Day) = **53 Student Days in Fall**
Trimester 1

(3 student days – Trimester 2)

Monday	Tuesday	Wednesday	Thursday	Friday
	Nov 1	Nov 2	Nov 3	Nov 4
Nov 7	Nov 8	Nov 9	Nov 10	Nov 11
Nov 14	Nov 15 Deer Day	Nov 16	Nov 17	Nov 18
Nov 21	Nov 22 Exams – End Fall Tri 1	Nov 23- No Students Teacher Wk Day	Nov 24 Thanksgiving Break	Nov 25 Thanksgiving Break
Nov 28 Winter Tri 2 Begins	Nov 29	Nov 30		

December 2011 (15 student days, 1 PD Day)

Monday	Tuesday	Wednesday	Thursday	Friday
			Dec 1	Dec 2
Dec 5 – No Students RESD PD Day	Dec 6	Dec 7	Dec 8	Dec 9
Dec 12	Dec 13	Dec 14	Dec 15	Dec 16
Dec 19	Dec 20	Dec 21	Dec 22	Dec 23 Winter Break
Dec 26 Winter Break	Dec 27 Winter Break	Dec 28 Winter Break	Dec 29 Winter Break	Dec 30 Winter Break

January 2012 (21 student days)

Monday	Tuesday	Wednesday	Thursday	Friday
Jan 2 Winter Break	Jan 3 Winter Tri Resumes	Jan 4	Jan 5	Jan 6
Jan 9	Jan 10	Jan 11	Jan 12	Jan 13
Jan 16	Jan 17	Jan 18	Jan 19	Jan 20 Mid Term Winter
Jan 23	Jan 24	Jan 25	Jan 26	Jan 27
Jan 30	Jan 31			

February 2012 (17 student days, 1 PD Day, 1 Teacher Work Day –in winter tri) = **56 Student Days in Winter Trimester 2**

(2 student day in spring trimester)

Monday	Tuesday	Wednesday	Thursday	Friday
		Feb 1	Feb 2	Feb 3
Feb 6	Feb 7	Feb 8	Feb 9	Feb 10
Feb 13	Feb 14	Feb 15	Feb 16	Feb 17 – No Students RESD PD Day
Feb 20	Feb 21	Feb 22	Feb 23	Feb 24 Exams – End Winter Trimester 2
Feb 27 – No Students Teacher Wk Day	Feb 28 Spring Tri 3 Begins	Feb 29		

March 2012 (21 student days)

Monday	Tuesday	Wednesday	Thursday	Friday
			Mar 1	Mar 2
Mar 5	Mar 6 MME	Mar 7 MME	Mar 8 MME	Mar 9
Mar 12	Mar 13	Mar 14	Mar 15	Mar 16

Mar 19	Mar 20	Mar 21	Mar 22	Mar 23
Mar 26	Mar 27	Mar 28	Mar 29	Mar 30-No School or Snow Day Make-up if needed

April 2012 (15 student days)

Monday	Tuesday	Wednesday	Thursday	Friday
Apr 2 Spring Break	Apr 3 Spring Break	Apr 4 Spring Break	Apr 5 Spring Break	Apr 6 Spring Break/Good Friday
Apr 9 Spring Break/Day after Easter off	Apr 10	Apr 11	Apr 12	Apr 13
Apr 16	Apr 17	Apr 18	Apr 19	Apr 20 Mid Term Spring Tri
Apr 23	Apr 24	Apr 25	Apr 26	Apr 27
Apr 30				

May 2012 (18 student days, .5 PD Day, .5 Teacher Work Day)= **56 Student Days in Spring Trimester 3**

Monday	Tuesday	Wednesday	Thursday	Friday
	May 1	May 2	May 3	May 4
May 7	May 8	May 9	May 10	May 11
May 14	May 15	May 16	May 17	May 18
May 21	May 22	May 23	May 24 Exams-End Spring Tri Student Last Day	May 25 ½ PD Day ½ Teacher Wk Day Teacher Last Day
May 28 Memorial Day				

2011-2012 Totals:

Student Days = 165 (53 Fall, 56 Winter, 56 Spring)

PD Days = 5.5 (2.0 August, 1 December, 1 February, .5 May, and 6.5 after school hours equating to 1.0 day)

Parent Teacher Conference Day = 1

Teacher Work Days = 2.5 (1 November, 1 February, .5 May)

Total = 174 Total Teacher Days

**FARWELL AREA SCHOOLS
TEACHER INDIVIDUALIZED DEVELOPMENT PLAN FORM**

Teacher _____ Grade/Subject _____

Evaluator _____ Date _____

Area Evaluated	Goal Statements	Strategies	Support/Necessary Resources	Indicators of Progress	Timeline
Knowledge of Subject Matter					
Teaching Methodology					
Student Management					
Rapport with Parents, Students, and Staff					
Professional Involvement					
Personal/ Professional Characteristics					

Teacher Signature _____ Date _____

The IDP evaluation shall be conducted by the teacher's immediate supervisor or an administrator working in the same building, or an administrator otherwise familiar with the teacher's work.

EVALUATOR AND POSITION

PRINCIPAL'S SIGNATURE

DATE: _____

TEACHER'S SIGNATURE**

*TEACHER'S COMMENTS:

DATE _____

NOTES: Copies to personnel file, principal, teacher—attachments included.

*Use additional pages, if necessary.

** The teacher's signature indicates that the teacher has received a copy of the IDP evaluation form. It shall not be construed that the teacher agrees with the contents of the IDP evaluation.

**APPENDIX F
SICK DAY DONATION FORM**

Farwell Education Association Copy:

Date of Application: _____
Name: _____ City/State/Zip: _____
Address: _____ Daytime Phone Number: _____

Please Check
Appropriate Line

I agree to donate _____ days to the FEA Sick Bank for the school year
_____.

I do NOT agree to donate any days to the FEA Sick Bank for the school year
_____.

Signature of Applicant

Date

You are Responsible to Send Administration Copy to the Business Office

Administration Copy:

Date of Application: _____
Name: _____ City/State/Zip: _____
Address: _____ Daytime Phone Number: _____

Please Check
Appropriate Line

I agree to donate _____ days to the FEA Sick Bank for the school year
_____.

I do NOT agree to donate any days to the FEA Sick Bank for the school year
_____.

Signature of Applicant

Date

**APPENDIX G
GRIEVANCE FORM**

**Farwell Education Association
Farwell Board of Education**

Step I A. Presentation to Principal- Date: _____

B. Date of Occurrence: _____

C. Statement of Grievance:

D. Relief Sought:

Grievant's Signature

Date

E. Disposition by Principal:

Signature

Date

F. Disposition of Grievant:

Signature

Date

Step 2 A. Date filed with Superintendent: _____

B. Disposition by Superintendent:

Signature

Date

(Step 2) C. Disposition of Grievant:

Signature

Date

Step 3. A. Date Filed with the Board of Education: _____

B. Disposition by Board of Education:

Signature

Date

C. Disposition of Association:

Signature

Date

Step 4 A. Date submitted to arbitration: _____

B. Disposition by arbitrator:

Signature

Date

APPENDIX H

Working Sick Days/ Special Projects Teacher Guidelines

In order to accommodate rapidly changing needs for curriculum development, technology implementation, and other educational needs, the Board and Association agree that the Board may design and post positions for work assignments beyond the teacher's normal work day that are created for a specified time period, such as a trimester or a year. The Board does not have to fill any of the positions if it so desires.

These Special Project positions will be compensated by exchanging the member's accumulated sick days for an hourly rate. The hourly rate will be the rate in Appendix "B" for (non traditional instruction) \$30 per hour. The exchange rate will be of one (1) accumulated sick day for two (2) hours of duty for the duration of the assignment. (An example is a member who agrees to exchange twenty (20) sick days for a Special Project position. Multiply 20 days by \$60 (two hours of instruction); this would generate \$1,200. It is agreed that these assignments are voluntary and will be posted.

It is agreed that the Special Projects teaching positions will be posted that will conform to the "Special Projects Teaching Guidelines" developed jointly by the Administration and the Association. Teachers who volunteer for these positions will give up their rights under Article VIII, Sections A-5, A-7, and A-9 for any sick days applied to this program.

Special Projects Teacher Guidelines

1. The special project must be of a professional nature,
2. The special project position activities will occur outside the regular scheduled school day.
3. The special project must not replace a paid position.
4. The hours worked must be logged by the teacher, signed by the building principal, and rounded up to the half hour.
5. Maximum paid hours during a teacher's tenure with the district are determined by using the following formula:
 - a. Five (5) to fifteen (15) years of employment within the district, fifty percent (50%) of the accumulated sick days.
 - b. Sixteen (16) to twenty-five (25) years of employment within the district, seventy-five percent (75%) of the accumulated sick days.
 - c. Twenty-six (26) years and above within the district, ninety percent (90%) of the accumulated sick days.
 - d. The total Special Project pay shall be limited to the maximum of one hundred eight (108) days.
6. Any hours/days paid in connection with this program will result in a corresponding reduction in the teacher's sick leave accumulation under Article VIII, Section A-2 of the Master agreement. Any hours/days applied to this program may not be used as a sick day nor compensated under Article VIII, Sections A-5, A-7, and A-9.

7. A member who exceeds 9 (nine) absences per year (not school business) automatically resigns the Special Projects position.
8. Payment for the Special Projects position will occur 2 weeks after the end of each trimester.
9. Any dispute involving this position must be resolved through the grievance procedure.
10. Any teacher that has been paid through this article and accesses the sick bank must reimburse the District \$15 for every day used from the sick bank.

