
Master Contract

between the

Farmington Board of Education

and the

E.S.P., MEA/NEA

2016-2019

Farmington, Michigan

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This Agreement made and entered into on June 7, 2017 by and between the Board of Education of the Farmington Public School District, Oakland County, Michigan, party of the first part, hereinafter referred to as the "Board" and Farmington E.S.P., MEA/NEA, hereinafter referred to as the "Association", party of the second part.

PURPOSE

The parties hereto recognize they have a common responsibility beyond their collective bargaining relationship, and that the Farmington Public School District is a unit of government, subject to the laws of the State of Michigan as set forth in the "General School Laws of Michigan", and that the Board has obligations to the citizens and taxpayers, as well as to the State of Michigan, to operate efficiently, economically, and prudently, and to maintain adequate and uninterrupted service to the public and the children therein.

Further, since the efficiency of the program of any school system is directly proportional to the effectiveness of its employees in every category, and since such effectiveness is contingent upon high morale and sound human relations, it is the purpose of the Board to employ competent, morally acceptable, and dedicated personnel.

It is the purpose of this Agreement to resolve by collective bargaining, in good faith, differences concerning wages, hours, and working conditions, and appropriate means of resolving them, without interruption of the school program.

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes Farmington ESP, MEA-NEA as the exclusive bargaining agent, as defined in Public Act 379, for all full time or less than full time employees in the following positions: Certification & Substitute Specialist, Certified Occupational Therapy Assistant (COTA), Technician (Counseling Transitions & Testing Resource, Media, Special Education Student Information Technician), Coordinator (Inventory/Asset Control and Science Resource Materials), Licensed Practical Nurse, Office Employee (Bookkeeper, Clerk, Receptionist and Secretary), Paraprofessional (Bilingual, Literacy, Special Education, and 504), but excluding all supervisors, the secretary to the Superintendent of Schools and secretary to the Board of Education, the secretary to the Executive Director of Operational Services, the secretary to the Assistant Superintendent for Instructional Services, the secretary to the Assistant Superintendent for Human Resources or the secretary to the Administrator responsible for Labor Relations, the Employee Benefits Specialist, Human Resource Specialist, Payroll Specialist, noon supervisors, temporary employees who work less than forty-five (45) days and substitute employees who work less than ninety (90) days in one assignment.

ARTICLE I - RECOGNITION (continued)

B. Recognition Definitions

1. Full time employees: An employee who is regularly scheduled to work at least six (6) hours per day on a daily basis or at least thirty (30) hours per week
2. Less than full time employees: An employee who is regularly scheduled to work at least three (3) hours per day, but less than six (6) hours per day on a daily basis, or between fifteen (15) and thirty (30) hours per week.
3. Members on leave shall be governed by the provisions of this Agreement, unless otherwise specified in this Agreement.

C. Temporary Employees

1. An additional inclusion in the bargaining unit will be an employee hired into a posted temporary position following ratification of the contract.
2. Temporary positions will be posted as soon as possible. An exception to this will be any temporary position whose duration the district believes to be only forty-five (45) calendar days or less. If the duration of the position turns out to be longer than forty-five (45) calendar days, the position will be posted immediately.
3. A person hired into a temporary bargaining unit position will have the responsibilities, rights and benefits of the contract with the exception of seniority. At the time of hire into a permanent posted position, the employee will be given an adjusted seniority date of hire in her/his classification position. They will receive credit for time spent as a temporary employee which will mean salary schedule advancement, vacation accrual, and adjusted seniority credit.
4. At the conclusion of a temporary position during a school year or at the end of a school year, as determined by the District, the employee will revert to substitute status.
5. A temporary employee who is currently working or who has not returned from substitute status for up to a period of 15 months will be offered a posted vacancy which they have applied and are qualified for, prior to any non-bargaining unit member being hired for the position.
6. The Association will be copied on all requests for temporary help.

D. Long Term Substitutes:

ARTICLE I - RECOGNITION (continued)

1. An additional inclusion in the Unit will be any employee who replaces a regular full time employee or less than full time employee who is absent due to illness or leave for more than ninety (90) calendar days.
2. After an employee has been in the long term substitute position for a period of ninety (90) calendar days, they will be considered a member of the unit with all responsibilities, rights, and benefits, except the accrual of seniority.
3. They will receive credit for the time spent as a long-term substitute. Credit for time spent as a long term substitute will be construed to mean salary schedule advancement, vacation accrual, and seniority. At the time of hire to a permanent posted position, the new employee will be given an adjusted seniority date of hire in their classification.

E. Terminating Positions

1. Positions which are not designed to supplement the work of a regular employee, but are rather regular positions which have a fixed termination date shall be subject to the posting requirements of the Master Agreement and shall be known as terminating positions.
2. Persons hired to fill these positions shall be considered regular employees with all rights and benefits of the Master Agreement including the provisions of Article IV.

F. The Board agrees not to negotiate with any organization other than the Association, with respect to the employees in the Association, for the duration of this Agreement. Provided that, any individual employee at any time may present grievances to the employer and have the grievances adjusted, without the intervention of the bargaining unit representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, provided the bargaining representative has been given the opportunity to be present at such adjustment.

G. 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.

ARTICLE II - BOARD RIGHTS AND RESPONSIBILITIES

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

ARTICLE II - BOARD RIGHTS AND RESPONSIBILITIES (continued)

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 2. To hire all employees and, subject to the provisions of the law, determine their qualifications and the conditions of their continued employment, of their dismissal or demotion, and to promote and transfer all such employees; and,
 3. To determine the hours of employment and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, and 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. The Board will continue to apply the provisions of this Agreement without regard to race, creed, color, sex, sexual orientation, marital status, age, national origin, or Association membership.

ARTICLE III- ASSOCIATION-EMPLOYEE RIGHTS

- A. The Association and its members shall have the right to use school building facilities for meetings at all reasonable hours, outside of the working day, at no expense to the Association, unless additional custodial and other expense to the Board is incurred and in accordance with existing Board policies. The Association must secure a building permit from the Director of Administrative Services.
- B. Membership insignia or pins appropriate for normal wear may be worn by members of the Association.
- C. The Association agrees it shall continue to admit personnel to its membership without discrimination by reasons of race, creed, color, sex, sexual orientation, marital status, and/or national origin.
- D. 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

ARTICLE III- ASSOCIATION-EMPLOYEE RIGHTS (continued)

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. 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.

Reporting Procedures – See Appendix B.

E. Personnel Files

1. The personnel file will be kept in a central location under the supervision of the Director of Human Resources.
2. Upon written request an employee will have the right to review the contents of his/her personnel file. An Association representative or another individual will have the right to review an employee's personnel file only with the written permission of the employee.
3.
 - a. No complaints or compliments originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints or compliments about the employee shall be put in writing, clearly annotated at the bottom of each page "C.C. Personnel File", and a copy provided to the employee. The employee may submit a written notation regarding complaints or compliments and the same shall be attached to the file copy. When complaints or compliments are placed in an employee's file the employee shall review and sign the complaint or compliment, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All employees will have the option of placing material related to their employment in their personnel files.
 - b. Complaints made by a parent, community member, pupil or non-supervisory staff which are directed at the employee's performance shall be promptly called to the employee's attention. Prior to the complaint or the supervisor's findings thereof being placed in the employee's personnel

ARTICLE III - ASSOCIATION-EMPLOYEE RIGHTS (continued)

file, the employee'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.

- c. If any complaints are received, which are anonymous to the employee, the employee shall be notified but no action will be taken on them and they will not be placed in the employee's personnel file. No unsigned complaints or complaints that were signed with the signature blocked out or obliterated may be placed in the employee's personnel file.
 4. All documents, communication, and records dealing with the processing of grievances shall be filed separately from the personnel file of the participants. A memorandum may be placed in the employee's file indicating future direction to an employee that may result from the resolution of a grievance.
 5. At the request of the employee, letters of compliment will be added to the employee's personnel record.
- F. 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 employee's conduct, where disciplinary action is not taken will be expunged and not released to third parties.
 6. On any documents that are to be released under a FOIA request, all material deemed to be exempt must be redacted.

ARTICLE III - ASSOCIATION-EMPLOYEE RIGHTS (continued)

- G. The employee will be entitled to attach a dissenting opinion or clarifying statement to any written communication sent by an administrator to an employee regarding his/her work performance. This document will be initialed or signed by the administrator and employee.
- H. A unit member shall not be required to transport students. If a unit member volunteers to transport students, he/she will be granted compensatory time, as arranged with the supervisor, for the amount of time involved in transporting students.
- I. The administrator in charge of an office shall, at the beginning of the school year, give the employee(s), in writing, the name or names of faculty members or administrators to be contacted should an emergency arise during the time the administrator is not present.
- J. Written individual building policies will be developed to cover the disposition of students sent to the office when the supervisor or acting supervisor is not present, following input from the affected employees.
- K.
 - 1. The Association will be granted the use of seventy-five (75) full days or six hundred (600) hours per year with pay for Association business, as certified by the President. When these days accumulate beyond the seventy-five (75) days in any school year, the Association will reimburse the District for the substitute's pay, if a substitute is hired. Once a year, two 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 fiscal year, it will be permitted to carry over the unused portion, to be used in the next fiscal year.
 - 2. Employees will also be released to attend to MEA business, as certified by the president, if the Association reimburses the District for the wages of the employee.
- L.
 - 1. Members of the Unit will continue to be responsible for the administration of medication to students, if assigned to do so by an administrator or supervisor, in keeping with the provision of Michigan Law, M.C.L.A. 380.1178: "A school administrator, teacher, or other school employee designated by the school administrators who in good faith administers medication to a pupil in the presence of another adult pursuant to written permission of the pupil's parents or guardian and in compliance with the instructions of a physician is not liable in a criminal action or for civil damages as a result of the administration, except for an act or omission amounting to gross negligence or willful misconduct."
 - 2. In the event that a new procedure of the type identified in Article V.Q.1. is identified by the Board as being required to be performed, the Association will be notified. Upon request of the Association, representatives of the Board agree to

ARTICLE III - ASSOCIATION-EMPLOYEE RIGHTS (continued)

meet with the Association to discuss its concerns; including whether or not the procedure should be performed by a bargaining unit member, and, if so, whether or not the employee should qualify for extra pay. However, the Board retains the right to require an employee to perform the procedure, in conformance with the procedure described in Article V.Q.1.

- M. The Board will forward any requested public information to the Association President. In addition, the District will forward to the Association President:
1. Agendas and minutes of all Board meetings.
 2. Annual audit of the School District.
 3. Proposed annual budget and final budget, as adopted by the Board.
 4. Board policies and by-laws.
 5. Personnel Action Forms, including date of hire, salary, step placement, classification, and building.
 6. Any other information that will effect a change in hours or the lay-off or recall of employees in the unit.
- N. It is the responsibility of the Association, individual members, and each employee to honor Board Policies and Administrative regulations not in conflict with the provision of the Agreement. It is neither the function nor the right of the Association or individual members to assume administrative responsibilities.
- O.
1. Any case of alleged assault and/or battery by employees, which had its inception in a school-centered problem, shall be promptly reported to the principal and supervisor. The Board shall provide legal counsel to advise employees of their rights and obligations with respect to alleged assault and/or battery, and shall render other assistance it deems necessary to the employee in connection with handling the incident by law enforcement and judicial authorities. Time lost, other than for disability, by employees in connection with incidents described above will not be charged to employees unless employees are adjudged guilty, or judgment is rendered against them in connection with such alleged assault and/or battery upon them in a court of competent jurisdiction from which no appeal has been taken.
 2. In the case of an alleged assault and/or battery by a student upon an employee, the student will be removed from the class by the administrator, pending meetings with the student, employee, parent, and administrator, to determine whether assault and/or battery occurred.

ARTICLE III - ASSOCIATION-EMPLOYEE RIGHTS (continued)

3. If the administration determines that alleged assault and/or battery occurred, they will recommend either extended suspension or expulsion of the student to the Assistant Superintendent of Instruction or designee, 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 Assistant Superintendent of Instruction or designee may approach the Association for a deviation of the penalty or procedures outlined above; which will not be unreasonably denied.
 4. In the event the immediate supervisor determines that a student has assaulted a member of the unit, the District will reimburse the employee for any loss or damage to the clothing or personal property of the employee following a report to the Business Office.
- P. All employees are required to report an impending absence on the automated absence reporting system (phone or web) no later than one (1) hour before the scheduled reporting time, whether a substitute employee is required or not. A telephone number and directions for use of the automated system shall be provided to all employees. Selection of an absence type does not negate any other contractually mandated requirements for authorization or pre-approval that may otherwise exist. If a situation arises where the employee is unable to meet the one (1) hour notification deadline, she/he will follow the written directions provided by the Board.

ARTICLE IV - SENIORITY AND REDUCTIONS IN PERSONNEL

- A. An employee's employment shall be terminated and their seniority shall cease upon:
1. Voluntary quit.
 2. Discharge.
 3. Unexcused absence from work for five (5) consecutive working days, without notifying the District and without having a reasonable and valid cause for such absence.
 4. Failure to return to work upon recall, within five (5) working days after having been notified to report for work, unless the employee gives a reason satisfactory to the Board. Such notification shall be by certified mail "addressee only", or registered mail, addressed to such employee at his/her last address as filed with the Board. It shall be the responsibility of each employee to have his/her correct address on file with the Board.
 5. Involuntary layoff of more than two (2) years or length of services according to seniority date, whichever is greater.

ARTICLE IV- SENIORITY AND REDUCTIONS IN PERSONNEL (continued)

6. Failure to return from a leave of absence within three (3) working days following the end of the authorized period.
7. Retirement.

B. Seniority

1. Seniority will be defined as the length of time an employee has worked for the District in an ESP bargaining unit position, with the exception of time as outlined in Article I.C. and Article VII.B. of the Master Contract. In the event two (2) employees in the same department have the same seniority date, the order of seniority will be determined by the last four (4) digits of the employee's Social Security number (highest to lowest).
2. An employee's seniority date will be reduced to reflect the length of time he/she has been on a personal leave of absence.
3. Any member of the bargaining unit who leaves the bargaining unit to accept a non-bargaining unit position and then elects to apply for and is rehired to a position in the bargaining unit, shall be entitled to retain and accrue such rights as she/he may have had under this Agreement prior to transfer to the District non-bargaining unit position, but excluding seniority during the time spent in the District non-bargaining unit position.
4. The Board will maintain an up-to-date seniority list at all times and make the list available to the Association and Association President at all times. The Association President will be provided with a complete up-to-date list as of October 15 and February 15 every year. At any time an employee may notify the Human Resource Office and Association Office in writing that they have been improperly placed on the list. Any change on the list will be immediately reported to the Association and Association President.

C. Reduction in Staff/Layoff Procedures

1. In the event the Board deems it necessary to reduce personnel in a building or District program, or reduce the work hours or work year of a position, all employees whose positions are affected by this reduction will be notified by the District. District program refers to those programs that are "center eligible" according to the pertinent rules and regulation governing special education including SXI, ASD, CI, and Bilingual. By mutual agreement, other programs may be designated as "District programs" for purposes of this section.
2. A vacancy list will be compiled by the Human Resources Department and will be provided to those employees notified according to C.1. above, together with

ARTICLE IV- SENIORITY AND REDUCTIONS IN PERSONNEL (continued)

notification of the time and place of the staffing meeting.

3. For purpose of the procedures below, Job Classifications (JC) refers to the Classifications listed in Article V.A.
4. The following procedure will apply to all employees who are displaced. At the time of the staffing meeting, displaced employees will select, in seniority order, either:
 - a. A vacancy in their respective level for which they are qualified according to the most current job posting, or
 - b. The position held by the least senior employee in their level and job classification (JC) with the same number of hours and work year, provided she/he has the requisite seniority, or
 - c. The position held by the least senior employee in their level in another job classification (JC) with the same number of hours and work year, provided she/he has the requisite seniority and qualifications.
 - d. An employee selecting a paraprofessional position pursuant to subsection 4b.) above must also possess the requisite qualifications for the position. In the event, he/she is not qualified, he/she may select the position of the least senior employee in his/her classification with the same hours and work year for which he/she is qualified, provided he/she has requisite seniority.
5. In the event no position with the same number of hours and work year is available in the same level, a displaced employee may select either:
 - a. A position of the least senior person in the same level with less hours whose hours most closely equal their own, provided she/he has the requisite seniority and qualifications, or
 - b. A position of the least senior person in the same level with a shorter work year whose work year most closely equals their own provided she/he has requisite seniority and qualifications, or
 - c. Follow the procedure outlined in subsections 4. and 5. above respectively in the next lower level.
6. Those employees who, at the conclusion of the staffing meeting, are in a job classification (JC) other than the job classification (JC) held prior to their displacement, or were unable to select a position in their classification for the next contractual year with the same hours and work year as they held prior to being displaced, will, in seniority order, be offered the first subsequent vacancy occurring that matches the job classification (JC), hours, and work year previously held. In the event the vacancy offered is declined, the individual will remain in the position received at the staffing meeting and any other rights to return to their prior position shall terminate.

ARTICLE IV- SENIORITY AND REDUCTIONS IN PERSONNEL (continued)

7. In the event an employee moves to a lower level, it will be at the same experience step as presently occupied.
8. Those employees without a position at the conclusion of the staffing meeting shall be notified of layoff, by the District, at least one week prior to their last day of work. Such notice will be confirmed in writing one week after the last day of school. A copy of the layoff notice will be sent to the Association.

D. Recall Procedures

1. Employees laid off through the procedures of paragraph C. above shall be maintained on a recall list in order of seniority pursuant to Article IV.A.5.
2. Employees shall be recalled, in order of seniority, to any opening within the same level from which they were laid off, or the next lower level, for which they are qualified according to the most current job posting. An employee who refuses recall to a position within her/his level for which she/he is qualified will maintain her/his level of seniority at the time of layoff.
3. A laid-off employee may refuse a recall to an assignment within the level from which they were laid off a maximum of three (3) times during the recall period, and remain on the recall list. A full time employee who is recalled to a less than full time position may refuse recall without it impacting this maximum.
4. A laid-off employee may refuse any recall to a position in the next lower level from which they were laid off and remain on the recall list.
5. It is expressly understood that an employee who refuses an offer of suitable employment, pursuant to subparagraph 3 above, is disqualified for unemployment compensation benefits. For purposes of recall, the District considers an assignment within the same level to be suitable employment.
6. Verbal non-acceptance of an assignment or recall to the Human Resources office will be deemed valid provided written confirmation of the refusal of the assignment or recall is provided by the District to the involved employee and the Association.
7. No new employees will be hired by the District if bargaining unit members on the recall list are qualified according to the job posting for a vacancy or the open position caused by the filling of a vacancy by transfer of a bargaining unit member. Establishment of qualifications for a position will continue to be a District right, which is final and non-grievable.
8. Any laid-off employee accepting recall to a lower level position, a position with

ARTICLE IV- SENIORITY AND REDUCTIONS IN PERSONNEL (continued)

less hours, or fewer work days, than the one they held at the time of layoff will be entitled, according to seniority, to the first vacancy occurring which duplicates the level, hours, or work days held prior to layoff. This right will remain until a vacancy occurs, even though the employee may have applied for or accepted a different position. If the employee decides to remain in her/his position, rather than move to the offered vacant position, the District will post the vacancy, and will have no further obligation to the employee under this section.

- E. When an employee is notified of layoff, she/he may choose to use accumulated vacation days, paid on a biweekly basis.

ARTICLE V- COMPENSATION AND FRINGE BENEFITS

A. Classifications

- Level IA Bookkeeper-Finance, Payroll
 Certification and Substitute Specialist
 Counseling Transitions & Testing Resource Technician
 Secretary, Special Education/Federal Grants
 Bookkeeper/Secretary HR

- Level I Certified Occupational Therapy Assistant (COTA)
 Licensed Practical Nurse
 Inventory/Asset Control Coordinator
 Secretary to Director of Facilities Management
 Data Assessment Technician

- Level II Bookkeeper/Secretary
 Special Education Student Information Technician
 Secretary

- Level III Bookkeeper
 Secretary
 Career Education Paraprofessional
 Bookkeeper/Secretary
 Homeless Liaison Paraprofessional/Clerk
 Media Center Aide

- Level IV Office Clerk
 Paraprofessional

ARTICLE V- COMPENSATION AND FRINGE BENEFITS (continued)

B. Experience Credit

1. Any former bargaining unit member returning to employment in the unit will continue to receive full experience credit on the salary schedule for all previous employment in the unit.
2. Advancement along the steps of the salary schedule will be done on an annual basis on each July 1. Each employee will be advanced one full step each year until the maximum salary within a level has been reached, except for those employees with less than seven months of service since the last adjustment. Those employees who have less than seven months but more than three months of service will be advanced one-half step on the salary schedule.
3. The Board may, at its discretion, award outside experience steps to applicants for positions upon verification of equivalent outside experience. The decision to grant such steps will rest solely with the Board.

- ### **C.**
1. In the event of a significant change in an employee's position, the employee may submit a request for reclassification of his/her job, in writing, to the Human Resources Department setting forth the reasons and rationale for the request. The request will be evaluated by a committee of an equal number of Association and District representatives, however the final decision will be the District's and will not be subject to the grievance procedure. A written response will be issued within forty five (45) school days of the submission of the request. In the event the employee's request is granted, the change will be made no later than the second pay period following the decision. For reasonable cause, the District may extend the time period for response for an additional twenty (20) school days.
 2. When a new job is created which cannot be properly placed in an existing job classification and rate structure, or a new classification is established, or an existing job classification is combined with another classification, the Association will be notified prior to posting. The Board will establish a new rate for the new job classification, which will be considered temporary for thirty (30) days following the date of notification to the Association. During this period, the Association may request to meet with representatives of the Board to negotiate a rate. The rate arrived at through negotiations will be applied to the position retroactive to the first day the employee began work on the job. If no request is filed within the thirty (30) day period, the rate shall become permanent at the end of such period.
- ### **D.**
- The salary schedules for employees in the unit are set forth in Appendix A. (2016-2019) of the Agreement. Such salary schedules will remain in effect during the term of this Agreement.

ARTICLE V- COMPENSATION AND FRINGE BENEFITS (continued)

1. Time lost by unauthorized absence from duty will result in a proportionate reduction in salary and fringe benefits.
2. Employees, with the permission of the immediate supervisor, may take time off without pay and no loss of fringe benefits. Such days will not be approved if days remain in the appropriate sick, personal or vacation banks.
3. Overtime worked in excess of forty hours in any one week shall be paid for at time and one-half the regular rate. Work performed on Saturday will be paid at time and one-half the regular rate. Work performed on Sundays will be paid double time, unless the employee was requested to work on a Saturday but the employee was given the option to do the work on Sunday and the employee chose to work on Sunday instead of Saturday. Work performed on holidays will be paid double time in addition to holiday pay. Such overtime is to be with the prior approval of the immediate supervisor. Compensatory time may be used in lieu of payment at the mutual agreement of the supervisor and the employee. Approval to accrue compensatory time in lieu of compensation must be granted by the immediate supervisor prior to the time being worked. Additions and deductions of compensatory time will be recorded on a district-approved form (Appendix E). Whenever practical, compensatory time will be used within the same contract year.
4. a. Longevity will be paid no later than in the last paycheck in December and will be based on the total years of service as an employee in Farmington, excluding time spent as a day-to-day substitute, a student helper, and/or a less than five (5) days a week noon supervisor. A year of service will be defined as follows: those individuals hired into the bargaining unit on or before January 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 an ESP 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.

ARTICLE V- COMPENSATION AND FRINGE BENEFITS (continued)

b. The longevity amounts are as follows:

| | |
|------------------|----------|
| 5 - 9 years | \$400.00 |
| 10 - 14 years | \$600.00 |
| 15 years or more | \$800.00 |

5. The November in-service day will be a regular work day for all employees. Employees' responsibilities on that day will be as determined by the supervisor and each employee will be compensated at their regular days' pay for that day.

E. Paraprofessionals who substitute for noon supervisors will be paid at their regular hourly rate.

F. 1. All employees will be paid bi-weekly. Employees may elect to be paid on a twenty-six (26) payroll plan. If an employee wants to be on a twenty-six (26) pay plan, they must go into the payroll office before August 1 and make their choice known. Otherwise, they will remain on a payroll plan equal to their work year. Once the notification of a twenty-six (26) pay plan has been given to the payroll office, it is not necessary to repeat the notification each year.

2. The Board agrees to make payroll deductions at the request, and by the authorization of any bargaining unit member, for the following items:

- a. Voluntary miscellaneous deductions authorized by the bargaining unit members and Association in writing and planned by agreement with the Personnel Office.
- b. Contributions for tax deferred annuities (403(b) plans and 457 plans). The 403(b) and 457 plans 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. (See Appendix G)
- c. Bank and Credit Union deposits and payments.
- d. Insurance premium payments

3. 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.

ARTICLE V- COMPENSATION AND FRINGE BENEFITS (continued)

- G. Employees required to drive their automobiles in the course of their work will receive a mileage allowance equivalent to the current IRS rate.
- H. Upon official closing of school, as announced by the Superintendent's office, an employee covered by this Agreement will not be expected to report for duty, if he/she is unable to do so. Upon certification to his/her immediate supervisor that he/she was unable to report for duty, no penalty will be imposed for the absence. An employee who reports for work will receive an equivalent amount of compensation time for the amount of time worked, as arranged with his/her supervisor. The supervisor will have the authority to send the employee home. Any member of the unit on an approved leave day, on a day when school is not in session due to inclement weather, will not have the leave day deducted from his/her bank.
- I. Paid Holidays - Office Employees
1. a. For the 2016-2017 work year, each employee will have the following holidays:
- 1) Friday before Labor Day
 - 2) Labor Day
 - 3) Thanksgiving Day
 - 4) Day after Thanksgiving
 - 5) Christmas Eve Day
 - 6) Christmas Day
 - 7) December 27, 28, 29, 2016 (employees hired before July 1, 2008 only)
 - 8) New Year's Eve Day
 - 9) New Year's Day
 - 10) Martin Luther King Jr. Day
 - 11) Good Friday
 - 12) Memorial Day
 - 13) Independence Day – if they are employed in a summer program
- b. For the 2017-2018 work year, each employee will have the following holidays:
- 1) Friday before Labor Day
 - 2) Labor Day
 - 3) Thanksgiving Day
 - 4) Day after Thanksgiving
 - 5) Christmas Eve Day
 - 6) Christmas Day

ARTICLE V- COMPENSATION AND FRINGE BENEFITS (continued)

- 7) December 26, 27, 28, 29, 2017 (employees hired before July 1, 2008 only)
- 8) New Year's Eve Day
- 9) New Year's Day
- 10) Martin Luther King Jr. Day
- 11) Good Friday
- 12) Memorial Day
- 13) Independence Day – if they are employed in a summer program

c. For the 2018-2019 work year, each employee will have the following holidays:

- 1) Friday before Labor Day
- 2) Labor Day
- 3) Thanksgiving Day
- 4) Day after Thanksgiving
- 5) Christmas Eve Day
- 6) Christmas Day
- 7) December 26, 27, 28, 2018 (employees hired before July 1, 2008 only)
- 8) New Year's Eve Day
- 9) New Year's Day
- 10) Martin Luther King Jr. Day
- 11) Good Friday
- 12) Memorial Day
- 13) Independence Day – if they are employed in a summer program

2. In order to qualify for such pay, the employee must work the last scheduled work day preceding, and the first scheduled work day following, the holiday, unless the employee is absent due to an approved leave day.
3. If a holiday mentioned above falls on a Saturday or Sunday, the Board shall designate the workday preceding or succeeding as the paid holiday.
4. In addition to the above, in those years when a holiday falls on Tuesday or Thursday, an additional holiday will be allowed on the corresponding Monday or Friday. When a holiday falls on a Monday, Wednesday, or Friday, there shall be only one (1) holiday, as above.
5. Employees working in the Business Office will receive their holidays in the week following New Year's, in the event that due to work schedules they are unable to take the holidays between Christmas and New Year's Eve Day.

J. Paid Holidays – Other Employees

ARTICLE V- COMPENSATION AND FRINGE BENEFITS (continued)

1. The following days shall be recognized as paid holidays for all other bargaining unit members, provided the observance of the holiday causes an interruption of the regular work or vacation schedule.
 - a. For the 2016-2017 work year, each employee will have the following holidays:
 - 1) Labor Day
 - 2) Thanksgiving Day
 - 3) Day after Thanksgiving
 - 4) Christmas Day
 - 5) December 27, 28, 29, 2016, (employees hired before July 1, 2008 only)
 - 6) New Year's Day
 - 7) Good Friday
 - 8) Memorial Day
 - 9) Independence Day (if they are employed in a summer program)
 - b. For the 2017-2018 work year, each employee will have the following holidays:
 - 1) Labor Day
 - 2) Thanksgiving Day
 - 3) Day after Thanksgiving
 - 4) Christmas Day
 - 5) December 26, 27, 28, 29, 2017 (employees hired before July 1, 2008 only)
 - 6) New Year's Day
 - 7) Good Friday
 - 8) Memorial Day
 - 9) Independence Day (if they are employed in a summer program)
 - c. For the 2018-2019 work year, each employee will have the following holidays:
 - 1) Labor Day
 - 2) Thanksgiving Day
 - 3) Day after Thanksgiving
 - 4) Christmas Day
 - 5) December 26, 27, 28, 2018, (employees hired before July 1, 2008 only)
 - 6) New Year's Day
 - 7) Good Friday
 - 8) Memorial Day
 - 9) Independence Day (if they are employed in a summer program)

ARTICLE V- COMPENSATION AND FRINGE BENEFITS (continued)

2. In order to qualify for such pay, the employee must work the last scheduled work day preceding, and the first scheduled work day following, the holiday, unless the employee is absent due to an approved leave day.
3. If a holiday mentioned above falls on a Saturday or Sunday, the Board shall designate the workday preceding or succeeding as the paid holiday.
4. In addition to the above, in those years when a holiday falls on Tuesday or

Thursday, an additional holiday will be allowed on the corresponding Monday or Friday. When a holiday falls on Monday, Wednesday, or Friday, there shall be only one (1) holiday, as above.

- K. 1. Full-time employees who work 38 weeks or more and who work at least six (6) hours per day, five days per week will receive the following level of fringe benefits listed below. The district will count all District employment (i.e. noon aide, hall monitor, bus aide, etc.) towards qualifying for full-time status for health insurance.
- a. Term Life:
 - 1) The Board will provide for each employee, 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).
 - 2) The life insurance policy will include a 30 day conversion right upon termination of employment. Any employee may elect his/her right of conversion in order to keep his/her term life in force within thirty (30) days of their last day.
 - b. Medical: Employees will pay 20% of the cost of premiums for medical insurance. The employee's contribution will be based on 20% of the actual premium for such coverage. Deductions for the premium amounts will be spread over at least nineteen (19) consecutive pays. Each employee will select one (1) of the four (4) options as listed in Appendix K.
 - c. Options "in lieu of" medical coverage: 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). The TDA payment will be made directly to the carrier at the end of each December.
 - d. 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.

ARTICLE V- COMPENSATION AND FRINGE BENEFITS (continued)

- e. An employee placed on a long term health leave will have his/her health insurance coverage for nine months or until expiration of his/her sick leave, whichever is greater.

- f. Long Term Disability:

The District agrees to provide one hundred percent (100%) of the cost of long term disability to a regular, full time employee. Long term disability insurance shall mean income protection in conformance with the District's policy carrier for all eligible employees in cases of sickness or disability to age sixty-five (65) for disability commencing prior to age sixty-one (61) and up to five (5) years, but not beyond age seventy (70) for disability commencing at or after age sixty-one (61). For disability commencing at age 69 or older, the maximum benefit period will be one year. 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 employee's regular 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 waiver and mental/nervous waiver.

- g. Dental Care:

- 1) 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, periodontics, 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 or Dentemax 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.
- 2) 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, periodontics, and oral surgery): 50%, Class III – Major (bridges and dentures): 50%, Class IV – Orthodontic: 90% (\$2000.00 lifetime maximum

ARTICLE V- COMPENSATION AND FRINGE BENEFITS (continued)

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 or Dentemax 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.

- 3) It is understood that the determination of the carrier or decision to self-insure is the right of the Board
- h. Vision Care: The District agrees to provide employees with benefits pursuant to the FPS self-funded vision program Summary Plan Description (SPD) in place as of the effective date of this agreement. It is understood that the determination of the carrier or decision to self-insure is the right of the Board.
2. Less than full time employees who are regularly scheduled to work at least 15 hours (20 hours for employees hired on or after July 1, 2008) and less than thirty (30) hours per week will receive:
 - a.
 - 1) The Board will provide for each employee, life insurance protection including accidental death and dismemberment, and waiver of premium, for up to two years of disability, in the amount of thirty thousand dollars (\$30,000).
 - 2) Conversion right as in K.1.a.2.
 - b. The District agrees to provide one hundred percent (100%) of the cost of long term disability. Long term disability insurance shall mean income protection in conformance with the District's policy carrier for all eligible employees in cases of sickness or disability to age sixty-five (65) for disability commencing prior to age sixty-one (61) and up to five (5) years, but not beyond age seventy (70) for disability commencing at or after age sixty-one (61). For disability commencing at age 69 or older, the maximum benefit period will be one year. 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 employee's regular 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 waiver and mental/nervous waiver.
 - c. The District agrees to provide a plan composed of Class I – Preventative (office visits, cleaning, x-rays and fluoride): 50%, Class II – Restorative

ARTICLE V- COMPENSATION AND FRINGE BENEFITS (continued)

(crowns, fillings, root canals, periodontics, and oral surgery): 50%, Class III – Major (bridges and dentures): 50%. Class I, II and III benefits have a \$500 yearly maximum. This plan is a preferred provider organization (PPO), with no deductible when the employee utilizes the ADN or Dentemax 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. It is understood that the determination of carrier or decision to self-insure is the right of the Board.

- d. Vision Care: The District agrees to provide employees with benefits pursuant to the FPS self-funded vision program Summary Plan

Description (SPD) in place as of the effective date of this agreement. It is understood that the determination of the carrier or decision to self-insure is the right of the Board.

- e. Employees not covered by a medical plan elsewhere will pay 20% toward the cost of the single subscriber rate of the medical plan they choose. Employees may choose to buy up to add dependents to their plan at their own cost.

- 3. All 10-month paraprofessionals hired after ratification of the parties' successor agreement (June 2017) shall only be eligible for single-person health insurance, with the option to buy-up for dependent coverage, provided they are regularly scheduled to work at least thirty (30) hours per week; no insurance coverage will be offered for new employees working less than thirty (30) hours per week.
- 4. To be eligible for hospitalization or the five hundred dollars provided in K.1.c. above, the employee must be working.
- 5. In the event of any violation of the No Strike Provision, this provision shall be immediately terminated and discontinued, and the Board shall be reimbursed for any premium paid but unused.
- 6. The above benefits will be provided to all regular full time and part-time employees until the close of the month in which they terminate.
- 7. For the life of the agreement, the Association agrees to continue to participate in the District's Insurance Advisory Committee comprised of representatives of all of the District's employee groups. The Insurance Advisory Committee will transmit changes of the District's health, dental and vision plans to the Association. It is expressly understood that the Insurance Advisory Committee shall have no bargaining authority. The adoption of changes to the District's

ARTICLE V- COMPENSATION AND FRINGE BENEFITS (continued)

health, dental and vision will be implemented following ratification by both the Association and District.

L. Michigan Workers' Compensation

1. Any employee absent due to an injury or disease arising out of and in the course of his/her employment for which he/she receives Michigan Worker's Compensation benefits shall receive from the Board the difference between the allowance paid him/her under the Act and his/her regular contract salary on a daily basis for a period not to exceed ninety (90) calendar days in one (1) contract year. This obligation shall terminate on the last working day for which an employee is compensated in the school year and/or the expiration of the Worker's Compensation Act benefits.
2. The parties agree that the 90 calendar days per year for a period not to exceed two contract years is the maximum number of days allowed for one injury. Following the expiration of this benefit, each contract year or at the end of the total of two contract years, the employee may elect to use accumulated sick leave at the rate of the difference between the allowance paid under the act and their regular salary, computed on a daily basis, for a period of time that funds from their accumulated sick leave bank will provide.

M. Vacations

1. All ten month paraprofessionals hired before July 1, 2001 shall be granted vacation days with pay, computed as of June 30 of each year as follows:

| <u>2016-17</u> | <u>2017-18</u> | <u>2018-19</u> |
|----------------|----------------|----------------|
| 15 days | 15 days | 15 days |

All ten month paraprofessionals hired on or after July 1, 2001 and before July 1, 2011 shall be granted vacation days with pay, computed as of June 30 of each year as follows:

| | <u>2016-17</u> | <u>2017-18</u> | <u>2018-19</u> |
|-----------------------------|----------------|----------------|----------------|
| a. After one (1) year | 5 days | 5 days | 5 days |
| b. After five (5) years | 8 days | 8 days | 8 days |
| c. After ten (10) years | 11 days | 10 days | 10 days |
| d. After fifteen (15) years | 12 days | 12 days | 12 days |

All ten month paraprofessionals hired on or after July 1, 2011, and before June 2017, refer to Article V.M.5.

For 10 month paraprofessionals above:

- a. Reduction of one (1) paid vacation day in exchange for one (1) Professional development day in August 2017-2018.

ARTICLE V- COMPENSATION AND FRINGE BENEFITS (continued)

- b. Reduction of one (1) additional paid vacation day in exchange for the equivalent of one (1) additional Professional Development day provided over the course of the year (TBD) in 2018-2019.

All ten month paraprofessionals hired after June, 2017 shall receive no paid vacation.

- 2. All twelve month paraprofessionals, if hired before July 1, 2001 shall be granted vacation days with pay, computed as of June 30 of each year as follows:

| <u>2016-17</u> | <u>2017-18</u> | <u>2018-19</u> |
|----------------|----------------|----------------|
| 15 days | 15 days | 15 days |

All twelve month paraprofessionals, if hired on or after July 1, 2001, shall be granted vacation days with pay, computed as of June 30 of each year as follows:

| | <u>2016-19</u> |
|-----------------------------|----------------|
| a. After six (6) months | 0 |
| b. After one (1) year | 8 |
| c. After five (5) years | 10 |
| d. After ten (10) years | 14 |
| e. After fifteen (15) years | 15 |

- 3. All other employees (not ten or twelve month paraprofessionals) hired before July 1, 2001 shall be granted 17 vacation days per year computed as of June 30.

All other employees (not ten or twelve month paraprofessionals) hired on or after July 1, 2001 shall be granted vacation with pay, computed as of June 30 of each year as follows:

| | <u>11 Month</u> | <u>11 Month Hired after June, 2017</u> | <u>12 Month</u> |
|-----------------------------|-----------------|--|-----------------|
| a. After six (6) months | 0 | 0 | 5 |
| b. After one (1) year | 8 | 5 | 10 |
| c. After five (5) years | 10 | 10 | 12 |
| d. After ten (10) years | 14 | 10 | 15 |
| e. After fifteen (15) years | 16 | 10 | 17 |

- 4. All other ten month employees (not ten month paraprofessionals) hired on or after July 1, 2001 and before July 1, 2011, shall be granted with pay, computed as of June 30 of each year as follows:

| | <u>10 Month</u> |
|-----------------------------|-----------------|
| a. After six (6) months | 0 |
| b. After one (1) year | 5 |
| c. After five (5) years | 8 |
| d. After ten (10) years | 12 |
| e. After fifteen (15) years | 15 |

ARTICLE V- COMPENSATION AND FRINGE BENEFITS (continued)

5. All 10 month employees hired on or after July 1, 2011 shall be granted vacation with pay, computed as of June 30 of each year as follows:

| | |
|---------------------------|---------|
| After 1 year of service | 5 days |
| After 10 years of service | 10 days |
6. Any employee hired prior to July 1, 2011 who is laid off and subsequently recalled by the district shall remain on the vacation schedule outlined in Article V. M.1-5.
7. Holidays occurring during the vacation period shall not be charged against the vacation allowance.
8. Vacation days will be earned on a prorated basis for each month an employee is being paid for the majority of the scheduled work days of that position in that month. These days will be computed as of June 30 to be available for the following year.
9. Employees have the right to choose the time of their earned vacations with the approval of their immediate supervisor. Vacation time should be scheduled as much as possible at times when school is not in session.
10. Vacation days not used by ten and eleven month employees on a work day during the school year, will be paid off no later than the pay date reflecting the final pay period of the fiscal year.
11. Any employee voluntarily leaving the Farmington School District shall retain his/her earned vacation time, provided the employee gives two (2) weeks written notice.
12. When a District building is closed by a supervisor or principal during the Christmas, Winter, or Easter Break, secretaries will have option of working, using vacation days, or taking days without pay without loss of the Holiday Pay involved.
13. SXI instructional aides will have the option of taking vacation days or days without pay to cover the July 4th Holiday during their recess, without loss of pay.
14. Paraprofessionals who work during the summer will receive additional vacation days in accordance with completion of the summer work schedule below:

Fifteen (15) work days completed = one (1) additional vacation day

Thirty (30) work days or more completed = two (2) additional vacation days

ARTICLE V- COMPENSATION AND FRINGE BENEFITS (continued)

For purposes of this benefit, the summer work schedule shall apply to those work days between the end of the general education school year and beginning of the next general education school year. "School year" paraprofessionals who substitute during the summer for SXI paraprofessionals shall not be permitted to use accumulated sick leave days during this period. Except for SXI paraprofessionals who may use their accumulated sick leave days during this period, employees must have been at work to receive the additional vacation day(s) which will be credited to their vacation bank with the first pay period in October.

15. Twelve (12) month office employees will be allowed to carry over a maximum of five (5) vacation days into the next fiscal year.
- N. Refunds for payment errors shall be made within four (4) weeks from the date the error is detected.
- O.
1. Employees will be encouraged to improve their job related skills. Post-high school educational course work at an accredited Michigan university or community college with a completed "Request for Pre-Authorization and Reimbursement for Tuition Form" (Appendix J) and prior approval from the Director of Human Resources or his/her designee will result in reimbursement of the employee for one-half the cost of tuition not to exceed \$1,200 per year provided that the employer receives a grade report indicating a grade of C or above, 70% or above, or a pass grade, depending on the method of evaluation. A copy of the approved request, along with the grade and an itemized tuition statement showing method of payment is required for reimbursement. Reimbursement must be submitted no later than ninety (90) calendar days following completion of the course work.
 2. Employees will be required to attend classes and in-service during the regular work day as directed by the Assistant Superintendent for Instruction or his/her designee.
- P.
1. An employee may receive an annual recognition payment of \$500 by:
 - a. Completion of a district directed needed skills improvement program. Participation will be at the employee's option. Or,
 - b. Completion of an employee proposed skills improvement program. Or,
 - c. Completion of an employee proposed project of benefit to the District.
 2. The proposals and payment must have prior approval of the Director of Human Resources. The payment will be made within two pay periods of the date the approval is given

ARTICLE V- COMPENSATION AND FRINGE BENEFITS (continued)

3. A copy of the “Request for Pre-Approval for Annual Recognition Form” (Appendix I) in a., b., c. above along with the approval/denial of the Director of Human Resources will be sent to the Association.

Q. Extra Duty Pay

1. Fifty cents (\$.50) per hour above the employee's regular hourly rate shall be paid to paraprofessionals involved in the following procedures: catheterization, shallow suctioning, postural drainage, and other procedures identified by the Board of Education. The building supervisor will determine the number of employees needed to perform these procedures. The most senior qualified special education paraprofessional(s) will be selected to perform these procedures. Should they decline the least senior qualified special education paraprofessional(s) in their classroom will perform the medical procedures. The employee(s) will complete a timesheet for days when they provide the service while the student is in attendance. Should two (2) employees perform the service one day, they shall split the time on their timesheets.
2. Paraprofessionals must be under the meaningful direction of a teacher employed by the District. Students will not be left unsupervised by a teacher, ancillary staff member, administrator, or paraprofessional. In the event students in the classroom are unsupervised by a teacher, ancillary staff member, or administrator for a period exceeding fifteen (15) minutes, the teacher paraprofessional or special education paraprofessional will be paid an additional amount at the rate of five dollars (\$5.00) per hour computed to the nearest quarter (1/4) hour unless waived by the teacher paraprofessional or special education paraprofessional. If there is more than one paraprofessional assigned to the classroom, only one paraprofessional shall receive compensation on a rotating basis in seniority order.

Determiners for payment shall include the following:

- a. An emergency that causes a teacher to leave a classroom or to be late or delayed in arriving to attend to the classroom.
- b. Absence from the classroom of a teacher due to a parent conference, phone call, or professional meeting.
- c. Absence of the teacher from the classroom due to the teacher taking an unscheduled lunch or unauthorized break.
- d. Other appropriate determiners with administrative approval.

- R. Media Center Aides cover the Media Centers on days the Media Specialists are not in the buildings.**

ARTICLE V- COMPENSATION AND FRINGE BENEFITS (continued)

- S. Administrators will be encouraged to invite ESP members to attend professional development or other meetings in elementary, secondary and special education buildings and participate in such meetings. In those instances where an ESP member attends a meeting they will be compensated at their regular hourly rate for any time which is not otherwise part of their regular work day. In those instances where overtime is involved, they will be paid according to Article V.D.3.

ARTICLE VI- WORKING CONDITIONS

A. Working Hours

1. The work calendar including starting and ending times will be determined by the Board and the Superintendent of Schools. A work week will consist of forty (40) working hours.
2. Traditional eleven month secretarial positions will begin the first Monday in August and run through the last work day in June, as set by a Memorandum of Understanding. With the approval of the supervisor, an eleven (11) month secretary may start one (1) week earlier and end one week earlier in June. Alternate eleven (11) month secretarial positions will begin the third Monday in July and run through the last work day in June as set by a Memorandum of Understanding and include an unpaid week during winter break and an unpaid week during spring break.

B. Lunch Period

All employees shall be entitled to a duty-free, uninterrupted lunch period of not less than one-half (1/2) hour. Such lunch will not be considered as part of the forty (40) hour work week.

C. Relief Time

1. An employee working six (6) or more hours per day will be provided two (2) fifteen (15) minute relief periods – one in the morning and one in the afternoon.
2. An employee working three (3) or more hours per day will be provided one (1) fifteen (15) minute relief period per day with the exception of five (5) hour employees who work at least two and one half (2 ½) hours before the midpoint of the school day and two and one half (2 ½) hours after the midpoint of the school day who will be provided a fifteen (15) minute relief time for each half of the day that they work.
3. The above relief times will be scheduled by the immediate supervisor.

ARTICLE VI – WORKING CONDITIONS (continued)

D. Proper Equipment and Training

1. The District shall attempt to provide adequate and proper equipment for employee use.
2. The District will continue to provide necessary training, including released time if needed, for employees who are assigned new job skills or use of new equipment.

E. No employee will be expected to endanger a student's or his/her own personal safety by lifting or moving heavy students or equipment without appropriate assistance.

F. Working hours during student non-attendance periods: During the periods listed below all office employees on duty will work either eight (8) hours as scheduled by their supervisor, including one (1) hour off for lunch or seven and one half (7 ½) hours, including a thirty (30) minute lunch as scheduled by their supervisor. No overtime will be paid for extra hours required to meet their work schedules during this time unless they work more than eight (8) hours per day.

1. The Monday following the last week of school through the Friday preceding the first teacher work day.
2. Scheduled work days between Christmas and New Year's.
3. Mid-Winter & Spring breaks.

G. Vacancies and Promotions

1. As used in this section G., a vacancy refers to an open position within the bargaining unit which is to be staffed on a regular, non-temporary basis, as determined by the district when no qualified employee is on the recall lists.
2. Job vacancies or special opportunities within the bargaining unit shall be posted in a designated location in school buildings where employees are regularly located and will be placed on the District website.
3. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy has been posted for seven (7) calendar days. The posting will state the following: position, location, classification level, number of months and hours to be worked, qualifications, expiration date of posting, person to contact, and approximate starting date of position.
4. Postings may be amended and reposted or withdrawn by the District at any time.
5. Employees who have submitted an application may withdraw their application at any time.

ARTICLE VI – WORKING CONDITIONS (continued)

6. Applications for a posting will be accepted from employees, through the online application process. Any application received for a posting after the expiration date will not be considered. The posting cannot expire during winter, February or spring breaks.
 - a. The District will fill all vacancies as expeditiously as possible. Within fifteen (15) work days of the posting closing date, ESP applicants will be notified of their status.
 - b. Within ten (10) work days after notification to the employee that she/he has been selected for the vacancy, the employee will be placed in the new position. By mutual agreement of the employee and the respective administrators, the timeline may be extended.
7. A copy of the posting will be sent to the appropriate person for posting. In addition, a copy of the posting will be sent to each Association President.
8. The Board and the Association will establish a joint committee to review the minimum qualifications for each job classification. Following the establishment of those minimum qualifications, the committee will research and establish appropriate methods (i.e. testing, documentation, prior experience, etc.) of determining that an applicant for a position is qualified. The district decision on which test to administer will be final and non-grievable. If a test is established as a requirement for a position and a cost is associated with the test, the District will pay for the first time an employee takes that particular test. The District will provide in-service opportunities for employees to improve their skills and to assist them in becoming successful candidates. In addition, the District will mentor and encourage administrators to hire qualified bargaining unit members for available positions.
9. Employees who apply for bargaining unit positions will be considered for all positions for which they are qualified. All employees who possess basic skills, as such skills are set forth in the posted job specifications, and who apply for such position, shall be interviewed unless the employee has been interviewed by the involved administrator previously. In the event the employee has been previously interviewed by the involved administrator for the posted position, the employee will be interviewed for the position only if requested by the administrator. Administration will then determine whether to hire a qualified applicant and will notify the employee applicant(s) of the disposition of his/her application before any non-bargaining unit applicants are interviewed. The unsuccessful applicants from within the Association may request, within fifteen (15) days from the time the position is filled, a constructive and comprehensive evaluation of his/her potential. This evaluation when requested, shall be given to the applicant within a reasonable time, not to exceed fifteen (15) days from the date of the request.

ARTICLE VI – WORKING CONDITIONS (continued)

10. Members of the unit who receive a transfer to a higher or lower classification level or different position within the same level will be placed at the experience level of the position from which they transferred.
11. If a vacancy becomes available between August 20 and November 15 the above sections 1-10 are modified as follows:
 - a. All vacancies shall be posted for five (5) calendar days.
 - b. If a vacancy is filled by a bargaining unit member, thus in turn creating a vacancy, the resulting vacancy shall be posted with all applicants interviewed simultaneously.
 - c. If a position has been posted and filled as set forth in this section G.11, and the person selected for the position leaves the position within thirty (30) calendar days, the position need not be reposted. Applicants who applied when the departed employee was selected may be considered to fill the vacancy.
- H. Any employee desiring to resign will do so by written resignation to the Director of Human Resources at least two (2) weeks prior to the effective date.
- I.
 1. Teacher/Office paraprofessionals may not be required, but may volunteer, to serve as noon aides. If more employees volunteer than are required, the most senior volunteer will be selected. In the event there are not a sufficient number of volunteers, the least senior paraprofessional may be assigned to the position.
 2. In the event a noon aide substitute cannot be obtained on a given day, and no volunteers are available, the least senior paraprofessional will be assigned to the position in rotation.
- J. Any bargaining unit member who is temporarily assigned the duties of another bargaining unit member for a full day or more will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as the result of any temporary change in duties.
- K.
 1. Paraprofessionals will be verbally notified of their tentative assignments for the coming school year prior to the end of the school year whenever possible.
 2. A paraprofessional whose tentative assignment has been changed will be notified by the District as soon as possible.
- L. A communicable disease review committee including a minimum of one (1) Association representative 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.

ARTICLE VI – WORKING CONDITIONS (continued)

M. The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the terms, site-based decision making, school improvement, effective schools or other similar descriptions:

1. Participation by the employee is voluntary.
2. Participation or nonparticipation shall not be used as a criterion for evaluation, discipline, or discharge.
3. The Master Agreement may not be modified in whole, or in part, except by mutual, written agreement by the Association and the Board.

N. Transfers

1. In the best interest of an ESP bargaining unit member, either the District or the Association, on behalf of the employee, may request either the transfer of an employee to an existing vacancy before it is posted or the exchange of employees in two like positions. Prior to the transfer being made, consent must be given by the District, the Association and the member 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. Decisions made as a result of this section are non-grievable.
2. An employee may request a voluntary transfer by sending a request to the Director of Human Resources. When a second voluntary transfer request to the same level or classification is received, the two employees may exchange positions at the discretion of the Director of Human Resources. Prior to any such exchange, the employee(s) may revoke their request letter(s).
3. The District may request a Special Education Paraprofessional or Special Needs Paraprofessional with unique qualifications and training (such as Braille, American Sign Language, etc.) that align with the needs of a particular student, to move with that student to a new building.

This request will come to the Human Resources Department from a Special Education Supervisor or Building Administrator. Before a Special Education Paraprofessional or Special Needs Paraprofessional is moved with the student, the ESP president will be consulted and informed of the reasons for the move.

4. To meet the needs of the District and/or promote efficiency, a paraprofessional may be transferred without having requested or given prior consent to the transfer provided that said transfer result in no reduction of total remuneration. Prior to any such transfer a personal conference will be held with the affected paraprofessional and two (2) representatives from both the Association and the

ARTICLE VI – WORKING CONDITIONS (continued)

District wherein the reasons for the proposed transfer will be discussed and the preferences of the affected paraprofessional will be made known and considered. A ruling will be made based upon the determination of a majority of the four (4) representatives. The District’s determination will prevail should a tie exist among the representatives. This section is established as a “pilot” to end upon expiration of this Master Agreement unless mutually agreed by the parties.

O. Shared Time Positions

1. Employees may request to share a position, by providing a written plan to the Assistant Superintendent for Human Resources. Requests may be made at any time during the year, and will remain in effect for the remainder of the contract year.
2. Each person in a shared assignment must work a minimum of fifteen (15) hours. A total of one (1) full share of the health insurance benefit will be available. One employee may waive, in writing, her/his right to a pro rata share and the share will be added to the other shared employee. The decision to waive their share will be binding for the remainder of the work year. Each employee will receive a full share of the remaining benefits. All other contractually specified benefits will be shared proportionally, to not incur additional costs to the school district.
3. Requests to renew a shared time position must be made to the Assistant Superintendent for Human Resources not later than May 1st.
4. Return from a shared assignment, shall follow the process for return from leave.
5. The decision to approve, continue or discontinue a shared assignment rests solely with the Board.

ARTICLE VII – LEAVES OF ABSENCE

The following shall constitute the policy governing leaves of absence, without pay or fringe benefits, granted to employees. It shall be the policy of the Board to grant leaves of absence for the following reasons:

- | | |
|-----------------------------|-------------------|
| Health | Study |
| Child Care | Military Service |
| Association Elective Office | Adoption/Guardian |

A. All leaves of absence, with the exception of those granted for Military Service and Health Leave shall be subject to the following provisions:

1. An extension of a long-term leave of absence for one (1) year will be granted by

ARTICLE VII – LEAVES OF ABSENCE (continued)

the Director of Human Resources. Another extension of leave of absence may be granted.

2. While an employee is granted a leave of absence, he/she shall retain the following employment rights held by him/her before such leave was granted:
 - a. the same position on the salary schedule; and,
 - b. unused sick leave held at the start of the leave of absence.
3. An employee on a leave of absence, other than a health leave, must give written notice to the Human Resources Office by May 1st of his/her intention to return, resign, or request an extension. Failure to furnish such notice may constitute a notice of resignation.
4. 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 his/her duties.

Employees on long term medical leave may continue their health care coverage for up to nine (9) months beyond LTD eligibility or at the exhaustion of his/her sick leave, whichever is greater.

5. a. The following steps will govern an employee's placement at the return of a leave of absence.
 - 1) If only one vacancy exists in the position held when the leave began, the employee shall be assigned to this vacancy.
 - 2) If multiple positions are available, the returning employee shall be offered the opportunity to interview for each vacancy. In the event that the employee is not selected for placement through the interview process, the Director of Human Resources shall determine the assignment.
- b. Additionally, she/he may apply for vacancies in any other bargaining unit positions for which she/he is qualified.
6. In the event a vacancy does not exist in the position the employee left on his/her leave of absence, the following shall apply: If a recall list exists at the conclusion of the leave, the employee will be placed on the recall list according to his/her seniority date.

ARTICLE VII – LEAVES OF ABSENCE (continued)

7. If an employee on leave wishes to sub, she/he should contact the Substitute office and ask how to enroll through the substitute system. If the employee subs, she/he will be paid the regular substitute rate of pay.
8. Leaves of absence for specific reasons shall also be governed by the following provisions:
 - a. Following initial employment, a Health Leave, when recommended by a physician, shall be granted for the remainder of a contract year or a contract year. At the end of such leave, the employee must either return or resign, unless a special extension is recommended by the Superintendent. When, in the opinion of the Board, the employee's health permits return, and when he/she has fulfilled the requirements stated in Paragraphs 4 and 5 above, the employee shall be returned to the same, or similar position, providing an opening in the staff exists for which he/she is qualified.
 - b. A Child Care Leave, without pay, shall be granted for the remainder of a contract year, or a contract year. The employee's return to work shall be subject to the provisions of Sections 1. – 7. above.
 - c. A Study Leave will be granted for the period of the remainder of a contract year or a contract year. The employee's return to work shall be subject to the provisions of Sections 1. – 7. above.
 - d. Military Leave: Any employee covered by the salary schedule who requests a Military Leave of absence to perform active service in the armed forces of the United States is entitled to reemployment rights in the position he/she vacates, or one of like status and pay scale, provided the employee serves only one (1) draft term, or until the state of emergency is ended, and provided also as follows:
 - 1) The position vacated is other than temporary;
 - 2) He/she is honorably discharged from the armed services;
 - 3) He/she applies for reemployment within ninety (90) days after discharge;
 - 4) He/she is still qualified to perform the duties of the position;
 - 5) He/she shall be reemployed at such time as a similar assignment can be made;
 - 6) In the event of reemployment, the following provisions shall apply:
 - a) Accrual of seniority shall be granted.
 - b) Increment(s) shall be added as if the employee had been in the School District's employ during the time of such in the armed forces.

ARTICLE VII – LEAVES OF ABSENCE (continued)

- c) Unused sick leave held at the start of the leave will be restored.
 - 7) Furthermore, all provisions of this policy shall be in accordance with State and Federal laws governing military leaves of absence. If there is a difference between the contract and the laws, State/Federal laws will prevail.
 - e. Association Elective Office: A member of the bargaining unit elected or appointed to a full-time position or office in a State or National office in the Association, shall be granted a leave, without pay or fringe benefits.
 - f. Adoption/Guardian Leave:
 - 1) An Adoption/Guardian Leave will be granted to an employee upon placement of the child in the home by an adoption agency or office of the court awarding custody of the child.
 - 2) The additional terms of this leave will be according to the terms for Child Care Leave in paragraph 8.b. above.
- B. A Personal Leave of Absence, without pay or fringe benefits, or accrual of seniority may be granted to a member of the unit at the discretion of the District for a period of one (1) year. While on a Personal Leave, no seniority will be accrued, and the terms of the leave will be subject to Article VII, Sections A.1. -7. above.

C. Student Teaching Leave

A member may take a leave, if approved by the Director of Human Resources with continued fringe benefits, but without pay for the purpose of completing his/her college student teaching requirement. During the period of student teaching leave without pay, a substitute employee without the benefit of Article I. D., will be hired to cover the assignment of the unit employee. The unit member will continue to be responsible for dues payments during her/his leave without pay, on a direct pay basis.

ARTICLE VIII– SHORT TERM LEAVES OF ABSENCE

- A. All office employees and paraprofessionals regularly employed for either the school year or the calendar year, who are absent from duty because of personal illness, shall be allowed annual sick leave at full pay at the rate of one (1) day for each month of active service, cumulative to a total of 352 days.

ARTICLE VIII – SHORT TERM LEAVES OF ABSENCE (continued)

1. Employees may use their sick leave bank for the following reasons:
 - a. Personal Illness
 - b. Illness in the immediate family as defined in A.2. below. The Director of Human Resources reserves the right to question the necessity of the leave.
 - c. Maternity disability
 - d. Religious holidays
 - e. Funeral leave as defined in A.3.
 - f. Up to six weeks may be used for the adoption process
2. Immediate family shall be interpreted as: husband, wife, life partner, son, daughter, mother, father, 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, or an IRS dependent living in the home and the corresponding relatives of the employee's spouse/partner.
3. If death occurs among members of an employee's immediate family, as defined in 2. above, the employee will be granted three (3) days leave with pay for the funeral. Upon request, two (2) additional days may be granted and deducted from the employee's sick or personal business day banks; with the approval of the Director of Human Resources or his/her designee the employee will be entitled to one (1) day leave with pay for the death of any other relative.
4. All requests for absence due to health reasons must be submitted to, and approved by, the Director of Human Resources. Proof of absence due to health reasons, signed by a physician may be required at any time.
5.
 - a. An employee will be entitled to be absent due to health reasons for a period of 120 calendar days or their accumulated sick leave, whichever is greater.
 - b. During each contract year, the position of an employee who is absent due to extended health reasons will not be posted for up to one hundred twenty (120) days. The employee will receive full pay and fringe benefits for the period of time covered by his/her sick and personal business day banks.
 - c.
 - 1) Upon written application, an employee may use a maximum of one hundred twenty (120) calendar days in a contract year for a short term leave due to health reasons. If the employee does not use all one hundred twenty (120) days of the leave, he/she may use the remaining days for a second short term leave later in the contract year. During this period of time, the employee's fringe benefits will continue to be paid and upon doctor's certification he/she may

ARTICLE VIII – SHORT TERM LEAVES OF ABSENCE (continued)

return to work at any time. If at the conclusion of the one hundred twenty (120) calendar day period, this employee is unable to return to work she/he will be placed on a health leave for the remainder of the contract year.

- 2) An employee, on either a first or second short-term health leave during a contract year who returns to work and then suffers a relapse within five work days, will be allowed to return to her/his original short term medical leave status for up to a total of one hundred twenty (120) days.
- 3) An employee may elect to save a portion or none of her/his sick bank prior to taking a short term health leave. At the conclusion of using elected sick leave days and one hundred twenty (120) calendar days, the employee may:
 - a) Return to work.
 - b) Elect to use the remainder of her/his sick bank days. However, following the exhaustion of her/his sick bank, she/he will either return to work or be placed on a health leave for the remainder of the school year.
 - c) An employee will receive health care coverage for a total of nine (9) months of time spent on a short term leave of absence. This benefit may be exercised only once in each twelve (12) month period.
 - d) The position of an employee who is on a short-term health leave according to b. above shall not be posted.

B. For the protection of children, the Board of Education may require of the employee a signed health certificate from a physician, to be filed in the Office of the Director of Human Resources. Any employee may be required to submit to an examination by a physician designated or agreed upon by the Director of Human Resources at the Board's expense.

C. Personal Business Days

1. All employees 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 providing they have received notification on the ESP Personal Business Day Notification Form provided in Appendix F unless otherwise directed by their supervisor and further, provided that:
 - a. Written notification for such leave shall be made at least five (5) days in advance, where practicable.

ARTICLE VIII – SHORT TERM LEAVES OF ABSENCE (continued)

- b. That business cannot be transacted at a time other than on a working day.
 - 2. Employees are permitted to use personal business days for official religious holidays.
 - 3. Personal Business Days 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 employee 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.
 - 4. This policy provides that, at the end of the school year, unused personal business days will be added to the employee's sick leave bank, for possible future use in accordance with the sick leave policy.
- D. Employees of the District who are hired into another District position will carry their accumulated sick and personal leave banks with them.
- E. Jury Duty – Court Subpoenas
- A Leave of Absence shall be granted an employee called for jury service or served with a subpoena to appear in a court on a school related matter, provided the Board shall only be obligated to pay an amount equal to the difference between the employee's salary, as computed on a daily basis, as set forth in Article V of this Agreement, and the daily jury duty fee paid by the Court.
- F. Adoption/Guardian Leave
- 1. 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.
 - 2. Upon return to active status, the employee will be returned to the position that he/she occupied prior to the leave.
 - 3. The position resulting from this leave may be filled by a long term substitute for up to six (6) weeks.
 - 4. During the leave, the Board will continue to provide the fringe benefits found in Article V.
 - 5. An employee may use accumulated sick leave as provided in Article VII.A.8.f.
- G. Religious Holidays

An employee, whose religious holiday fall on a regularly scheduled work day and

ARTICLE VIII – SHORT TERM LEAVES OF ABSENCE (continued)

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 providing 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 – EVALUATION AND DISCIPLINE

- A. The work performance of all bargaining unit members shall be evaluated, in writing, by the administration.
- B. The administration will attempt to give specific direction and advice to employees on how to correct the work deficiencies noted in the observations of employees' work performance.
- C. All employees assigned to a student based building will be evaluated by a building administrator. All other employees will be evaluated by her/his immediate supervisor. The evaluation of special education and bilingual paraprofessionals shall be conducted jointly by a building administrator and the appropriate special education or bilingual administrator. Media Technicians will be evaluated jointly by the building administrator and the Director of Information Technology.
- D.
 - 1. The work performance of all non-probationary employees shall be evaluated at least once every three (3) years.
 - 2. Prior to receiving an unsatisfactory evaluation, or being terminated, the Administration must have tendered notice of deficiencies, in writing, and have provided the employee with sufficient opportunity, both as to time and resources, to improve her/his work performance; approximately ninety (90) calendar days.
- E. Probationary Employees
 - 1. a. An employee will be regarded as a probationary employee for a period not to exceed the first 120 calendar days of employment.

ARTICLE IX – EVALUATION AND DISCIPLINE (continued)

- b. If an employee has worked less than 60 calendar days in a school year and the school year ends, time toward the 120 calendar days of probation would stop and would begin again with the start of the new school year. If an employee has worked more than 60 calendar days in a school year and the school year ends, half the balance of days would begin with the start of the new school year and satisfy the 120 day probationary requirement.
- 2. The work performance of probationary employees shall be evaluated no later than 30 calendar days prior to the conclusion of the probationary period.
- 3. Prior to receiving an unsatisfactory evaluation, or being terminated, the Administration must have tendered notice of deficiencies, in writing, and have provided the employee with sufficient opportunity, both as to time and resources, to improve her/his work performance.
- 4. Effective their first day of employment, they will assume the duties and responsibilities of their position along with the responsibilities and benefits provided for in the Master Agreement. At the time of hire, the probationary employee will fill out proper payroll forms and will be notified, in writing, of their classification level, step, and building assignment, number of hours per day, and seniority date, which will be initialed by the employee, indicating their agreement with salary step placement.
- 5. Probationary employees may be laid off or discharged at the sole discretion of, or as exclusively determined by the Board.
- 6. The Board will work collaboratively with the Association in the event a probationary period needs to be extended for an employee.
- F. A copy of the written evaluation (Appendix C) of the employee's performance shall be given to the employee following a conference with the administrator.
- G. The employee is entitled to a dissenting opinion and/or to make a clarifying statement which shall be attached to the evaluation.
- H. All observations shall be conducted openly and with full knowledge of the employee. This, however, does not preclude the use of information gained from unannounced visits to work sites by the evaluation administrator.
- I. The employee shall have the right to request and will receive an additional evaluation by another administrator from within the District.
- J. It is understood that no evaluation of an employee's work performance shall be made

ARTICLE IX – EVALUATION AND DISCIPLINE (continued)

apart from the procedures listed in the agreement. Routine discussions and feedback to employees are understood to not be “evaluations” for purposes of this provision.

- K. Any unsatisfactory evaluation must be presented to the employee no later than thirty (30) calendar days prior to the end of the employee’s work year. A satisfactory evaluation must be presented to the employee no later than fifteen (15) calendar days prior to the end of the employee’s work year.

- L. Discipline of Employee: An employee shall not be disciplined, demoted, dismissed, and suspended with or without pay or reprimanded without just cause. Discipline of employees will be subject to the Grievance Procedure. The grievance may be filed at Step Three of the Grievance Procedure. However, the discharge of a probationary employee shall be subject to the terms of Article IX.E.5.
 - 1. Employees are entitled to full rights of citizenship and no employee will be disciplined or discriminated against for exercising these rights. Unless it adversely affects their work performance according to this contract, the private and personal life of an employee is not within the appropriate concern or attention of the District or Association unless criminal charges have been filed against the employee, at which time the Board or District representatives will take appropriate action.
 - 2. Employees shall not be orally reprimanded or disciplined in front of students, parents, or unconcerned personnel.
 - 3.
 - a. Should disciplinary action or an oral reprimand be likely to occur at any given meeting, the employee will be advised immediately of her/his right to have an Association representative present.
 - b. When a request is made for Association representation by the employee, the meeting with the employee will not occur until the employee has obtained an Association representative. If no representative is available for a meeting that same day, the District may take any action necessary to protect the best interests of the District and the involved employee prior to the disciplinary meeting.
 - 4. The Board shall utilize progressive discipline prior to the discharge of any employee for minor infractions; such as absenteeism, tardiness, and substandard work performance.
 - 5. Progressive discipline need not be given to any employee for major infractions on the job, such as intoxication, theft and fighting.
 - 6. When imposing any discipline for a minor offense, the employer will not take into

ARTICLE IX – EVALUATION AND DISCIPLINE (continued)

account as far as the severity of the penalty, minor infractions which occurred more than twelve (12) months previously or major infractions which occurred more than eighteen (18) months previously.

7. An employee discharged or suspended in accordance with this provision may file a written grievance at Step Three of the Grievance Procedure.

ARTICLE X – CONFERENCES AND CONVENTIONS

A. Participation

1. Membership in an organization is required of the employee making application to attend a conference or convention of said organization.
2. State or national conference and convention participation will be limited to those persons who expect to continue their services in Farmington Public Schools the following year.
3. Requests for conference or convention participation should be routed through the immediate supervisor to the Assistant Superintendent for Instruction. Permission to attend will be governed by:
 - a. Availability of substitutes, other employees' assistance, or capable student help:
 - b. consideration of building situations which might be created by granting several concurrent or consecutive requests:
 - c. possible effect on specially-scheduled programs or extra-curricular activities:
 - d. number of conferences previously attended: and
 - e. other items which might apply.
4. The number of designated delegates to attend any national or regional conference or convention is to be approved by the Board of Education, upon the recommendation of the Superintendent.
5. The number of designated delegates to attend all other conventions, in-service meetings, and workshops, shall be determined by the Superintendent, upon recommendation of the immediate supervisor.

B. Financial Arrangements

1. Reimbursement

ARTICLE X – CONFERENCES AND CONVENTIONS (continued)

- a. In order to secure the benefits to the school program of appropriate personnel participation in the conference policy, with minimum influence from personal financial circumstances, it is desirable the expenses of the conference or convention delegate be totally reimbursed. However, when the predicted expenses of attendance or the number of personnel recommended to attend indicate a cost which exceeds the funds deemed by the Superintendent to be available for attendance at a given conference or convention, reimbursement of individual expenses may be made up to a specified limit, or other appropriate partial reimbursement may be made to the delegate.
- b. An itemized account is required which will include details of transportation costs (based upon public carrier charges), meals, lodging, and registration fees. This report is to be submitted not more than thirty (30) days after the conference or convention.

C. Conference Reports

1. Upon returning from a conference or convention, a participant will submit to the Superintendent an evaluation report on the standard form secured from his/her immediate supervisor.
2. Reimbursement requests will be made on the standard form secured from the immediate supervisor and submitted to the Finance Department.

D. In-service: The Association may recommend in-service programs appropriate to members of the bargaining unit to the Superintendent or his/her designee.

ARTICLE XI – RETIREMENT

A. All members of the unit will retire according to Board policy and applicable state or federal law.

B. Sick Day Payout

1. Upon retirement of the employee the Board agrees to pay twenty-eight (\$28) dollars per day of accumulated sick leave. The number of days will be determined by dividing the number of accumulated hours of sick leave by the number of hours worked per day (or the average worked per day) by the employee at the time of retirement rounded up to the next full day increment.
2. Employees who retire from the District following a long term illness will be paid a retirement benefit based on the number of sick leave days in their bank at the time the illness began.

ARTICLE XII – GRIEVANCE PROCEDURE

- A. Definition of Grievance: A grievance is defined as an alleged violation of a specific article and section of this Agreement.
- B. All time limits herein shall consist of regular work days. Work days shall be defined as work days exclusive of holidays or days between September and June when school is not in session. The tolling date for all responses/ appeals or 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. Procedure for Processing Grievance
1. Step One: The grievance shall first be discussed with the immediate supervisor in an attempt to resolve the problem informally.
 2. Step Two:
 - a. If the matter is not satisfactorily resolved orally by the supervisor, the employee or the Association may file a signed, written statement of the grievance with the supervisor. Said grievance must be filed in writing, within ten (10) days of the time the grievance arises.
 - b. The written grievance shall name the employee or employees involved and
 - 1) approximate dates and times, giving rise to the alleged violation;
 - 2) identification of the provisions of the contract that have been violated;
 - 3) an explanation of how the stated provisions of the contract have been violated;
 - 4) indicate the relief requested by the employee and/or Association, if the grievance is supported by the Association.
 - c. The supervisor shall respond, in writing, to the grievance within ten (10) days. If the grievant is not satisfied with the decision, the grievant may within ten (10) days after the date of the Step Two decision, appeal the grievance to the Director of Human Resources.

ARTICLE XII – GRIEVANCE PROCEDURE (continued)

3. Step Three:

- a. The Director for Human Resources or his/her designee will have the option of holding a hearing on the grievance within ten (10) days, and then issuing a decision within ten (10) days after the hearing, or issuing a written decision within ten (10) days after the grievance is received in the Human Resource Office. In the event a hearing is held, the employee, Association representatives up to three (3), and such representatives of the administration as it deems necessary, will meet in an attempt to resolve the grievance.
- b. Copies of the Step Three written decision following the hearing or the ten (10) day period will be sent to the involved employees and/or the Association president or his/her designee.

4. Step Four:

If the employee or Association is not satisfied with the Step Three decision, or the Step Three decision is not rendered at Step Three within ten (10) days, the employee or Association may appeal the grievance to the Superintendent. The appeal will contain the grievance, Step Three decision, and the reasons why the appeal is being made. The Superintendent within fifteen (15) days shall render a written decision on the grievance and send copies of the decision to the individual employees and the Association President.

5. Step Five:

- a. If the employee or Association is not satisfied with the Step Four decision, only the Association within twenty-five (25) days may submit the grievance to arbitration.
- b. The submission to arbitration shall contain a statement of the issue to be arbitrated and references to the specific article and section allegedly violated. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. 1) It shall be the function of the arbitrator, and he/she shall be authorized and empowered, except as limited below, after due investigation, to make a decision, in writing, and set forth his/her findings of fact, reasoning, and conclusions of the issues submitted:
 - a) The arbitrator shall not add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

ARTICLE XII – GRIEVANCE PROCEDURE (continued)

- b) He/she shall not establish salary scales or change any salaries.
 - c) He/she shall not rule on those matters previously exempted from the grievance procedure.
 - d) He/she shall not change any practices, policies, or rule of the Board, nor substitute his/her judgment for that of the Board as to the reasonableness of any practices, policy, rule, or any action taken by the Board.
 - e) He/she shall not make any decision which requires the commission of an act prohibited by law, or which is in violation of the terms of the Agreement.
 - f) His/her power and authority shall be limited to deciding whether the Board has violated the express article and section of this Agreement.
 - g) If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - h) There shall be no appeal from the arbitrator's decision if within the scope of his/her authority, as set forth above. It shall be final and binding on the Association, its members, the employee(s) involved, and the Board, each of whom expressly agree to abide by such decision.
- 2) The arbitrator's decision shall be rendered not later than twenty (20) days from the date of the closing of the hearing, or if all hearings have been waived, from the date final statements and proof are submitted to him/her.
 - 3) The fees and expenses of the arbitrator shall be shared equally between the Board and the Association. 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.
- 6. Claims for back pay shall not exceed twenty (20) days from the date on which the grievance was filed. All claims of back wages shall be limited to the amount of wages the employee would otherwise have earned.
 - 7. All claims arising out of the same transaction or event shall be joined at the second step of the grievance procedure or forfeited.

ARTICLE XII – GRIEVANCE PROCEDURE (continued)

8. Nothing contained in this Article shall be construed as limiting the right of an employee having a grievance to discussion and having it resolved with the employer, provided the Association is given the opportunity to be present at the grievance hearing and the written decision of the District is not inconsistent with the terms of this Agreement.

ARTICLE XIII – NEGOTIATION PROCEDURES

- A.
 1. Not later than March 1, in the school year in which this Agreement expires, the Board agrees to negotiate with the Association over a successor agreement in accordance with the procedure set forth herein, in a good faith effort to reach agreement concerning employees' salaries, hours, and other conditions of employment. Any agreement so negotiated shall apply to all employees 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 written request, available information concerning the financial resources of the District and tentative budget requirements and allocations which are presented at any meeting of the Board, or before any government agency.
 3. If the negotiations 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 all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and responsibilities.
 2. Therefore, the Board and the Association, for the life of this Agreement, agree the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically covered in this Agreement, even though such subject or matter may not have been within the knowledge of either or both of the parties at the time they negotiated or signed this Agreement.
- C. The Association agrees that during the term of this contract Agreement, neither it nor any employee shall engage or participate in, authorize, or sanction any strike whatsoever, whether it be sit-down, sit-in, sympathetic, walk-out, or any other kind; neither it nor any employee shall authorize any work stoppage, continuous meetings involving work stoppage, picketing of any of the District's schools or premises, nor shall it limit or

ARTICLE XIII – NEGOTIATION PROCEDURES (continued)

curtail any of the District's normal functions. The Association agrees the District shall have the right to discipline (including discharge) any employee who violates this Section.

- D. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party nor may each party select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, and consider proposals in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE XIV – MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to, or inconsistent with, its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Ten (10) copies of this Agreement shall be printed, at the expense of the Board, and provided to the Association. Electronic copies shall be posted on the District Website in a timely manner.
- C. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Association, and employees in the bargaining unit, and in the event any provisions 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 doing so, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

ARTICLE XV – DURATION

- A. 1. The provisions of this Agreement shall become effective upon ratification and shall continue in full force and effect to, and including, June 30 2019.
2. If any negotiations described in Section A.1., above, reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, shall be followed.
3. In witness thereof, the Association and the Board have caused this Agreement to be executed in their names by their authorized representatives the day and year first written above.

FARMINGTON ESP, MEA-NEA:

By: Kathleen Koernke
Kathleen Koernke, President

By: Catherine Guzi
Catherine Guzi

By: Patti Kohnert
Patti Kohnert

By: Laura Galloway
Laura Galloway

By: Diana Fair
Diana Fair

By: Lori Tunick
Lori Tunick, UniServ Director

FARMINGTON BOARD OF EDUCATION:

By: Jessica Cummings
Jessica Cummings, President

By: Terry Johnson
Terry Johnson, Vice President

ADMINISTRATION:

By: George Heitsch
George Heitsch, Superintendent

By: Jeff Danziger
Jeff Danziger, Director of
Human Resources

APPENDIX A

2016-2018 HOURLY RATE SCHEDULE

EMPLOYEES HIRED ON OR BEFORE 7/1/08

| Classification | IA | I | II | III | IV* |
|-----------------------|--------------|--------------|--------------|--------------|--------------|
| | | | | | |
| 0 | | | 15.67 | 15.23 | 14.63 |
| 0.5 | | | 16.27 | 15.75 | 15.21 |
| 1 | | | 16.90 | 16.19 | 15.60 |
| 1.5 | | | 17.53 | 16.72 | 16.11 |
| 2 | | | 18.17 | 17.18 | 16.57 |
| 2.5 | | | 18.79 | 17.69 | 17.10 |
| 3 | | | 19.42 | 18.17 | 17.54 |
| 3.5 | | | 20.04 | 18.63 | 18.02 |
| 4 | | | 20.66 | 19.09 | 18.49 |
| 4.5 | | | 21.31 | 20.18 | 19.68 |
| 5 | 23.58 | 22.17 | 21.92 | 21.30 | 20.66 |

APPENDIX A

2016-2018 HOURLY RATE SCHEDULE

NEW EMPLOYEES HIRED AFTER 7/1/08

| Classification | IA | I | II | III | IV* |
|-----------------------|--------------|--------------|--------------|--------------|--------------|
| | | | | | |
| 0 | | | 13.31 | 12.95 | 12.44 |
| 0.5 | | | 13.83 | 13.38 | 12.93 |
| 1 | | | 14.36 | 13.77 | 13.26 |
| 1.5 | | | 14.91 | 14.21 | 13.70 |
| 2 | | | 15.44 | 14.60 | 14.09 |
| 2.5 | | | 15.97 | 15.03 | 14.53 |
| 3 | | | 16.51 | 15.44 | 14.91 |
| 3.5 | | | 17.03 | 15.84 | 15.31 |
| 4 | | | 17.56 | 16.23 | 15.72 |
| 4.5 | | | 18.12 | 17.15 | 16.74 |
| 5 | 20.05 | 18.85 | 18.63 | 18.11 | 17.56 |

APPENDIX A (continued)

2016-2018 HOURLY RATE SCHEDULE

*Paraprofessionals hired after June 30, 2000 will receive one dollar (\$1.00) per hour less than the amounts shown above until completing trainings outlined in Appendix H.

Any Licensed Practical Nurse (LPN) and Certified Occupational Therapy Assistant (COTA) shall be paid \$22.17 per hour.

For the 2017-2018 school year, for employees on steps: one-half (1/2) step at the beginning of the 2017-2018 school year, and another half-step (1/2) beginning at the first payroll period following the beginning of the second semester for the 2017-2018 school year.

For the 2017-2018 school year, employees at the top of the schedule shall receive an off-schedule payment of one percent (1%) of their base contract salary in the second payroll period of January 2018.

Wage and economic reopener for 2018-2019, with the understanding there will be no step increases or increase in District insurance contributions until the parties agree to a new economic package for the 2018-2019 year.

APPENDIX B

ANTI-HARASSMENT REPORTING PROCEDURES

The following procedures are recommended to employees:

A. Unless it would be futile or you feel uncomfortable doing so, politely but firmly confront whoever 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 B.

B. 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 Instruction and Talent Development
Farmington Public Schools
32500 Shiawassee
Farmington, MI 48336
248-489-3356

or

Director for Instructional Equity
Farmington Public Schools
32500 Shiawassee
Farmington, MI 48336
248-489-3595

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 recommendations and the procedures themselves are non-grievable.

APPENDIX C

FARMINGTON PUBLIC SCHOOLS – ESP EVALUATION FORM

Name: _____ School Year: _____

Building: _____

Job Classification: _____

Evaluator: _____ Evaluation Date: _____

- Key:
- S = Satisfactory: Individual's performance fulfills the normal job requirements for this position.
 - U = Unsatisfactory: Individual's performance is clearly below the level of acceptability.
 - NI = Need Improvement: Individual's performance is below the job requirements but could be improved through Staff Development, experience and/or application.
 - NA = Not Applicable
 - NO = Not Observed

The evaluator indicates his/her perception of the employee'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 employee's signature indicates that she/he has read the evaluation and received a copy of it. The employee may attach a letter of dissent, if desired.

S U NI NA/NO

1. **Responsibility:** Where applicable, individual is able to organize, plan and control own work, keeping on top of work, and keeping projects moving toward completeness. The employee exhibits proper use and care of equipment, is dependable, and has the ability to follow through and accomplish a task. _____

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

2. **Knowledge of Work:** Employee demonstrated the skills directly related to the performance of the job.

____ _

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

3. **Quality of Work:** Duties are performed in an efficient, complete and timely manner. Neatness, accuracy and competence are evident.

____ _

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

4. **Initiative:** Employee is resourceful. She/he attempts to anticipate problems and to find solutions to problems. She/he needs a minimal amount of direction.

____ _

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES

S NI U NA/NO

5. **Adaptability:** The employee is flexible and willing to try to adjust to changing conditions and new situations

____ _

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

6. **Judgment/Confidentiality:** Employee makes sound decisions and exercises discretion as appropriate, given the situation.

____ _

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

7. **Attendance and Punctuality:** Employee is prompt and follows building and/or department attendance procedures.

____ _

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

S NI U NA/NO

8. **Appearance:** The employee's general appearance is neat, clean and appropriate to the surroundings in which she/he works.

___ ___ ___ ___

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

9. **Students/Staff Relationship:** The employee displays a willingness to assist others and recognizes her/his work as a service to the students, staff and community.

___ ___ ___ ___

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

10. **Attitude Toward Others:** The employee is a team worker and uses tact and discretion in dealing with others.

___ ___ ___ ___

OBSERVATIONS LEADING TO JUDGEMENT:

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

APPENDIX D

MEMORANDUM OF UNDERSTANDING between the FARMINGTON FEA, ESP & FMC 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.

APPENDIX E
ESP Compensatory Time Record

Year: _____

Name: _____

Pre-authorization and hours logged

| Purpose | Date | Number of Hours (+) Earned | *time and one-half Adjustment | Supervisor's Pre-Approval | Date | Number of Hours (-) Used | Balance of Hours Remaining | Employee's Initials |
|-------------------------|-------------|-----------------------------------|--------------------------------------|----------------------------------|-------------|---------------------------------|-----------------------------------|----------------------------|
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| | | | | | | | | |
| | | | | | | | | |
| Total Comp Hours | | | | | | | | |

*Actual hours earned multiplied by time and one-half adjustment as appropriate.

APPENDIX F

ESP PERSONAL BUSINESS DAY NOTIFICATION FORM

Pursuant to Article VIII.C. of the ESP Master Contract, I hereby notify the district of my intention to take a Personal Business Day(s) on the following day(s):

State month, day, year here

All Day _____ A.M. Only _____ P.M. Only _____

Signature

Date

Print Name

Building

APPENDIX G

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

RE: 403B PLANS

The parties hereby agree to amend Article V. F. 2. b. of the master contract as follows:

- 1) The parties agree that MEA Financial Services products, along with any other mutually selected investment providers shall be named as vendor(s) in the 403(b) plan document as appropriate under IRS regulations.
- 2) The parties further understand and agree that the regulations regarding the administration of 403(b) plans continue to evolve, and it is the intent of the parties to comply with all legal requirements. Accordingly, the parties agree that;
 - a) A plan document, consistent with all legal requirements shall be presented to the Association.
 - b) The plan document shall allow employees the ability to make changes in the investment portfolio.
 - c) The plan document shall allow for:
 1. Any monies taken under a salary reduction agreement shall be remitted to the appropriate approved vendor under the plan within fifteen (15) business days following the act of reduction of salary for the purpose.
 2. All bargaining unit members are eligible to participate in the plan.

APPENDIX H

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

Per Appendix A of the ESP Master Contract, Paraprofessionals hired after June 30, 2000 receive one dollar per hour less than Paraprofessionals hired prior to June 30, 2000 unless and until the employee completes the Para Educators Certification Program offered by Oakland Schools. Because Oakland Schools no longer offers the Para Educator's Certification Program, the parties agree to the following:

1. In lieu of this Para Educator's Certification Program the District will accept documentation of the completion of all three of the following classes as a replacement:
 - **First Aid** – Date of completion must be within the past 36 months
 - **CPR/AED** – Date of completion must be within the past 12 months
 - **Crisis Prevention Intervention (CPI) Training** – Date of training must be within the past 12 months
2. The District shall offer two Crisis Prevention Intervention (CPI) Trainings to interested employees before September, 2011. Employees who have completed the CPI training more than 12 months prior and less than 24 months ago shall have a CPI Refresher Course provided by the District prior to September 2011.
3. Employees will be approved to attend one of the CPI Trainings offered by the District. If an administrator or supervisor denies an employee the opportunity to attend the CPI Training, he/she will still be eligible for the \$1 per hour increase provided he/she has a current First Aid and CPR/AED certificate.
4. The District shall reimburse members for the cost of any renewal First Aid and CPR/AED classes upon receipt of proof of payment for such courses by the employee. This provision shall not include reimbursement for initial classes. Employees taking the initial courses will be eligible for the recognition payment referenced in #7 below.
5. Once these three classes are taken and passed, the supporting documentation must be sent to the Human Resources Department of Farmington Public Schools. Within two pay periods following receipt of the proper documentation, the new hire will be advanced \$1.00 per hour retroactive to the latest date on the certificate documentation for the classes listed but no earlier than September 1, 2010.
6. Certification for First Aid and CPR/AED will be maintained and updated certificates will be forwarded to Human Resources. Failure to maintain current First Aid and CPR/AED certificates will result in the loss of the \$1 per hour increase.

APPENDIX H (continued)

7. The employee shall receive a recognition payment of \$500 as outlined in Article V.P.1.a. with submission of the Annual Recognition (ESP) form and proof of completion of the three required classes.
8. This memorandum of understanding ONLY impacts those paraprofessionals who are currently earning \$1.00 per hour less (the “para start” rate) than the hourly rate schedule in Appendix A of the ESP Master Contract.
9. The parties agree that the terms and provisions of the MOU do not represent, nor do they create any form of precedent or past practice in any matter involving other employees. The parties also agree that the terms and provisions of the MOU shall remain in effect until such time a new agreement is reached between the parties.

**APPENDIX I
FARMINGTON PUBLIC SCHOOLS**

Request for Pre-Approval for Annual Recognition (ESP)

TO: Human Resources Department

FROM:

Principal/Supervisor

School/Building

RE:

Employee

BiTech ID #

Current Position

Date

Pursuant to the ESP Master Contract, an employee may receive an annual recognition payment of \$500 upon prior approval of the Human Resources Department. An employee may make a proposal for a program to improve his/her skills for the job or proposal for a project which would be of benefit to the district. A Supervisor may also initiate a proposal for an employee to improve his/her skills provided this is a needed skills improvement program.

If this is an employee request, the employee should describe the proposal. If the supervisor makes the request, he/she should complete this description, which should include reasons why the employee needs this skill improvement program. In both cases, the number of classes or workshops, after working hours which the employee would be expected to complete, needs to be described in the proposal.

General Description of Proposal (additional sheets may be attached):

If the proposal is approved, payment of \$500 will be made within two pay periods of the date the approval is given. Please submit this form, along with the proposal from employee, to the Human Resources Department.

Principal/Supervisor Signature: _____

Employee Signature: _____

Approved _____ **Not Approved** _____ **Date** _____

Human Resources Department

APPENDIX J

FARMINGTON PUBLIC SCHOOLS

Request for Pre-Authorization and Reimbursement for Tuition Form

TO: Human Resources Department

FROM: Name of Employee School/Building

BiTech ID#

Current Position Date

SUBJECT: PRIOR APPROVAL OF COURSE TO BE TAKEN (Tuition Reimbursement)

The following information is to be submitted for prior approval of reimbursement of tuition costs for post high school educational course work provided the employee receives a grade "C" or above, 70% or above or a Pass Grade, in accordance with Article V.P.1.of the ESP Master Contract. If the course work is approved, a copy of an itemized tuition statement along with a PAID receipt and transcript indicating completion of the course work (with a grade) should be submitted to the Human Resources Department for processing.

College/University/Institution:

Description of Course and Number:

Semester Hours Credit:

Term or semester to be taken: Estimated Cost:

Describe how this course will improve your job-related skills and benefit the school system: (ESP Bargaining Unit Members Only)

Career Goal(s):

Employee Signature:

For Human Resources Use Only:
Approved: Denied: Amount Reimbursed:
Signature Date

APPENDIX K

FARMINGTON PUBLIC SCHOOLS HEALTH INSURANCE OPTIONS

Effective July 1, 2016, each full time employee may select one of the options:

HMO Plan. (Blue Care Network).

Annual deductible of \$500 single/\$1000 family in-network. Covers 80% of hospital stays. \$20 office visit co-pay, \$50 emergency room co-pay; other services payable at 80%. Must choose an in-network primary care doctor. Prescription co-pay is \$5 for generic, \$20 for preferred brand and \$30 for non-preferred name brand. The one-time co-pay for Mail Order is \$10 generic, \$40 for preferred brand and \$60 for non-preferred name brand for a three-month supply.

PPO Plan. (Blue Cross/Blue Shield).

Annual deductible of \$750 single/\$1500 family in-network and \$1500 single/\$3000 family out-of-network. \$20 office visit and urgent care co-pay, \$50 ER co-pay; other services payable at 80%. Prescription co-pay is \$5 for generic, \$40 for preferred brand and \$80 for non-preferred name brand. The one-time co-pay for Mail Order is \$10 generic, \$80 for preferred brand and \$160 for non-preferred name brand for a three-month supply.

Effective January 1, 2017, each full time employee may select one of the plans listed above or one of the additional options:

High Deductible HMO Plan. (Blue Care Network).

High deductible HMO plan with the option to add to a Health Savings Account at employee's expense. Annual deductible of minimum allowed under IRS Federal Regulations for Health Savings Account (HSA) eligible health plans. Covers 100% of covered services after deductible with exception of Prescription Drug Co-pays. Prescription co-pay is \$10 for generic, \$40 for preferred brand and \$40 for non-preferred name brand after deductible. The co-pay for Mail Order is \$20 generic, \$80 for preferred brand and \$80 for non-preferred name brand for a three-month supply after deductible. Must choose an in-network primary care doctor.

High Deductible PPO Plan (Blue Cross/Blue Shield).

High deductible PPO plan with the option to add to a Health Savings Account at employee's expense. Annual deductible of minimum allowed under IRS Federal Regulations for Health Savings Account (HSA) eligible health plans. Covers 100% of covered services after deductible with exception of Prescription Drug Co-pays. Prescription co-pay is \$10 for generic, \$40 for preferred brand and \$40 for non-preferred name brand after deductible. The co-pay for Mail Order is \$20 generic, \$80 for preferred brand and \$80 for non-preferred name brand for a three-month supply after deductible. Out of network is also available with a \$2600 single/\$5200 family deductible and 80% coinsurance.

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