
Master Contract

between the

Farmington Board of Education

and the

E.S.P., MEA/NEA

2013 – 2016

Farmington, Michigan

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This Agreement made and entered into on March 19, 2013 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 and Student Information), Coordinator (Inventory/Asset Control and Science Resource Materials), Licensed Practical Nurse, Office Employee (Bookkeeper, Clerk, Receptionist and Secretary), Paraprofessional (Bilingual, Literacy, Elementary, Special Education, Behavior Management and 504), Program Assistant, and Program Aide 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, 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, including the obligation to render dues or service charge under the provisions of Article II.A. and such members shall continue to be considered within the Bargaining Unit.

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:

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.

ARTICLE I - RECOGNITION (continued)

- D. 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 V.
- 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 - PROCEDURES FOR DUES CHECKOFF - AGENCY SHOP

- A. Membership in the Association is not compulsory. Employees, including members on leave, covered by this Agreement have the right to join, maintain, or terminate their membership in the Association. If an employee chooses not to join the Association, they will be responsible for payment of a service fee as established by the Association.
- B. Employees covered by this bargaining unit shall on or before the thirtieth (30th) day following the beginning of their employment or the execution of the collective bargaining Agreement, whichever is later, as condition of employment or of continued employment, either:
1. Become a member of the Association; or
 2. Pay the Association a service fee not to exceed the dues of the Association
- C. For the life of this Agreement, the District agrees to deduct lawfully imposed periodic dues, service charges, or assessments for collective bargaining or contract administration purposes required by the Association, if authorized, from the employee's regular salary on a ten (10) month basis from September to June, provided:

ARTICLE II - PROCEDURES FOR DUES CHECKOFF - AGENCY SHOP (continued)

- C.
1. A properly executed copy of an individual authorization for check-off of dues form for each employee for whom Association membership dues are to be deducted hereunder, shall be delivered to the Board before any payroll deductions are made.
 2. Authorization must be filed with the District's Business Office one (1) week prior to the second (2nd) scheduled pay day of the month the first deduction is to be made. The Association will be responsible for collecting any missed deductions for any authorizations filed after this deadline. The Human Resource Office will fax a copy of the employee's personnel action form (PAF) to the Association office the day she/he is hired. If the Human Resource Office fails to fax the PAF in a timely manner, the employee's dues, through payroll deduction, will be adjusted to cover the uncollected dues.
 3. Dues shall be deducted monthly.
 4. The Association will give notice to the District by August 15 of any school year of the amount of dues, service charges, or assessment for collective bargaining or contract administration purposes that is to be deducted monthly. This amount may be changed once during the year for the remainder of school year, provided the District receives one (1) month's notice of the change.
 5. Dues deducted shall be transmitted to the Association on a prompt basis, but not less than monthly.
- D.
1. Bargaining unit members on a long-term leave of absence who do not pay such dues or service fee directly to the Association by May 1 will not have their leave of absence extended for the next school year. They will have to choose to return to work or to resign from the District. If they choose to return to work they will have the delinquent and current dues or service fee deducted from their wages during the year they return to active employment. If the employee feels that this presents a hardship, she/he may appeal to the Association to make arrangements for a longer period of time to pay back the delinquent dues. The Association agrees to indemnify and hold harmless the Board, as provided in Section E. below. The Association will notify the Director of Human Resources by May 15 of the employee's noncompliance with this provision.
 2. Bargaining unit members on a short-term leave of absence who do not pay such dues or service fee directly to the Association will have the delinquent and current dues or service fee deducted from their wages when they return to active employment.
- E. In the event an employee does not pay such fees, dues, or assessments to the Association or authorizes payment through payroll deduction, the Board shall cause the termination of employment of such employee provided:
1.
 - a. The Association shall notify the employee who has not complied with the requirements in Section B of noncompliance, by certified mail, return receipt requested.
 - b. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise such employee that a request for discharge may be filed with the Board in the event compliance is not effected.

ARTICLE II - PROCEDURES FOR DUES CHECKOFF - AGENCY SHOP (continued)

- E. 2. If the employee fails to comply, the Association may file charges, in writing, with the Board and may request termination of the employee's employment. A copy of that notice of non-compliance and proof of receipt to the employee shall be attached to said charges.
- 3. The Board, upon receipt of said charge and a request for termination, shall conduct a hearing thereon, and will have ten (10) work days following completion of the hearing to issue a decision on the dismissal of the employee. In the event of compliance at any time prior to discharge, charges will be withdrawn. The Association, in the processing of charges, agrees not to discriminate between or among various persons who have refused to pay the fees.
- F. The Association shall indemnify and hold harmless the Board from any and all claims, costs, demands, or suits, and unemployment costs by reason of any action taken by the Board for the purpose of complying with this article.

ARTICLE III - 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:
 - 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 IV - 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.

ARTICLE IV - ASSOCIATION-EMPLOYEE RIGHTS (continued)

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

ARTICLE IV - ASSOCIATION-EMPLOYEE RIGHTS (continued)

- E. 3. 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 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.
- G. The employee will be entitled to attach a dissenting opinion or clarifying statement to any written communication sent by an administrator to a employee regarding his/her work performance. This document will be initialed or signed by the administrator and employee.

ARTICLE IV - ASSOCIATION-EMPLOYEE RIGHTS (continued)

- 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 VI.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 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 VI.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.

ARTICLE IV - ASSOCIATION-EMPLOYEE RIGHTS (continued)

- M. 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. Upon initial hiring and as a condition of continued employment, the employee will show evidence of continued freedom from active tuberculosis by either a tuberculin skin test or a chest x-ray, if required by state regulations. The district will reimburse the employee for any out-of-pocket cost not otherwise covered by the employees health insurance.
- P. 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.
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.

ARTICLE IV - ASSOCIATION-EMPLOYEE RIGHTS (continued)

- Q. 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 V - 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.
 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 VIII.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.

ARTICLE V - SENIORITY AND REDUCTIONS IN PERSONNEL (continued)

- B. 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, and CI. By mutual agreement, other programs, such as bilingual, 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 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 VI.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:

ARTICLE V - SENIORITY AND REDUCTIONS IN PERSONNEL (continued)

- C. 5. 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.
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, as least two weeks prior to their last day of work. Such notice will be confirmed in writing prior to their last work day. 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 V.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.

ARTICLE V - SENIORITY AND REDUCTIONS IN PERSONNEL (continued)

- D. 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 nongrievable.
8. Any laid-off employee accepting recall to a lower level position, a position with 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 VI - COMPENSATION AND FRINGE BENEFITS

A. Classifications

- Level IA Bookkeeper-General, Payroll
Certification and Substitute Specialist
Counseling Transitions & Testing Resource Technician
Student Information Technician
Secretary, Special Education/Federal Grants
Bookkeeper/Secretary HR
- Level I Certified Occupational Therapy Assistant (COTA)
Licensed Practical Nurse
Inventory/Asset Control Coordinator
Science Resource Materials Coordinator
- Level II Bookkeeper/Secretary
Media Technician
Special Education Student Information Technician
Secretary to the Director of Safe Schools
- Level III Bookkeeper
Secretary
Behavior Management Paraprofessional
Receptionist/Secretary
Career Education Paraprofessional
Media Center Aide
- Level IV Office Clerk
Paraprofessional
Program Assistant

ARTICLE VI - 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 timely written response will be given to the employee. In the event the employee's request is granted, the change will be made effective with the beginning of the trimester immediately following the granting of the request.

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. (2011-2013) of the Agreement. Such salary schedules will remain in effect during the term of this Agreement.

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.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- D. 3. Overtime worked in excess of eight hours in any one day, or 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. 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 I). 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.
- 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 inservice 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. Teacher paraprofessionals who work as noon aides will be credited with the number of hours they work as noon aides toward all fringe benefits including holidays and vacation pay. They will be paid for the total hours they work at their bargaining unit rate. On days when lunch is not served, the paraprofessionals working as noon aides will be reassigned by the principal and will receive their full salary for these days.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- 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. United Profession dues.
 - b. Association service charge as defined in Article II.
 - c. Voluntary miscellaneous deductions authorized by the bargaining unit members and Association in writing and planned by agreement with the Personnel Office.
 - d. 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 I)
 - e. Credit Union deposits and payments.
 - f. Insurance premium payments (limited to those insurance programs available during the open enrollment period of September).
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.
- G. Employees required to drive their automobiles in the course of their work will receive a mileage allowance equivalent to the rate paid other school district employees.
- 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.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

I. Paid Holidays - Office Employees

1. a. For the 2013-2014 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, 30, 2013 (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 2014-2015 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, 29, 30, 2014 (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 2015-2016 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 28, 29, 30, 2015 (employees hired before July 1, 2008 only)
- 8) New Year's Eve Day
- 9) New Year's Day

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- I. 1. c. (con't) 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

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 2013-2014 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, 30, 2013, (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 2014-2015 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, 29, 30, 2014 (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 VI - COMPENSATION AND FRINGE BENEFITS (continued)

J. 1. c. For the 2015-2016 work year, each employee will have the following holidays:

- 1) Labor Day
- 2) Thanksgiving Day
- 3) Day after Thanksgiving
- 4) Christmas Day
- 5) December 28, 29, 30, 2015, (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)

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. The definition of "Two Person(s)" and "Full Family" for health, dental, and vision coverage will include Other Qualified Adults for those employees who are eligible and who submit the affidavit (Appendix F) subject to the rules of the underwriters.

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: Effective July 1, 2011, employees will pay 20% of the cost of premiums for medical, dental, vision and Rx. 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) following options in 1), 2), 3), 4) below:

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

K. 1. b. 1) FHP 1

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

The prescription co-pay as listed in the FHP 1 SPD will be \$5 for generic drugs, \$20 for brand name where no generic is available and \$30* for brand name where a generic is available. The one-time co-pay for Mail Order Prescription Drugs (MOPD) will be \$5/\$20/\$45* for a three (3) month supply. The deductible will be \$250 single / \$500 two person and full family, the drug co-pay will be \$5/\$30. The one-time co-pay for Mail Order Prescription Drugs (MOPD) will be \$10/\$60 for a three (3) month supply.

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

2) FHP 2

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

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

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

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

K. 1. b. 3) HMO

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

4) The Board may offer other health care options.

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

5) Options "in lieu of" medical coverage:

a) An election of \$500.00 per year cash (prorated the first year dependent on date of hire) which can be redirected to a board-approved tax deferred annuity (TDA) and/or board-paid variable options. The TDA payment will be made directly to the carrier at the end of each December.

b) In addition to option 4)a) above, you may elect prescription-only coverage with a \$5/\$20/\$30* co-pay and a one-time Mail Order co-pay of \$5/\$20/\$45* for a three (3) month supply. This option is only available for a district employee whose spouse is employed someplace other than Farmington Public Schools.

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

6) BASE PLAN NEW HIRES

Effective July 1, 2008, the base health plan for new employees in their first four years of employment is the HMO pursuant to 1.c) above. The employee's contribution will be based on 20% of the actual premium for such coverage. These employees may buy-up to FHP 2 for an additional contribution of \$55 S/\$110 2P/\$145 FF per month, or to FHP 1 for \$75 S/\$135 2P/\$170 FF per month. After four (4) years, the base plan for these employees will be FHP 2.

7) 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 VI - COMPENSATION AND FRINGE BENEFITS (continued)

- K. 1. b. 8) 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.

- c. 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.

Following placement of an employee on L.T.D. coverage, her/his health insurance coverage will remain in force for an additional twenty-four (24) months. If an employee's health insurance has continued while he/she was on an unpaid health leave, immediately prior to qualifying for L.T.D., then that time period will be deducted from the 24 months.

- d. **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, periodontic, and oral surgery): 90%, class III – Major (bridges and dentures): 90%, Class IV – Orthodontic: 90% (\$2000.00 lifetime maximum to age 19). Class I, II and III benefits will have a \$2000.00 yearly maximum. This plan is a preferred provider organization (PPO) with no deductible when the employee utilizes the ADN, Dentemax or Michigan Dental Plan networks. Out-of-network services will be paid at the highest in-network rate among the three networks listed above. The employee will be responsible for any additional charges.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- K. 1. d. 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, periodontic, and oral surgery): 50%, Class III – Major (bridges and dentures): 50%, Class IV – Orthodontic: 90% (\$2000.00 lifetime maximum to age 19). Class I, II and III benefits will have \$2000 yearly maximum. This plan is a preferred provider organization (PPO), with no deductible when the employee utilizes the ADN, Dentemax or Michigan Dental Plan Networks. Out-of-network services will be paid at the highest in-network rate among the three networks listed above, the employee will be responsible for any additional charges.
- 3) It is understood that the determination of the carrier or decision to self-insure is the right of the Board
- e. 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.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- K. 2. c. The District agrees to provide 80% of the cost of a plan composed of Class I – Preventative (office visits, cleaning, x-rays and fluoride): 50%, Class II – Restorative (crowns, fillings, root canals, periodontic, and oral surgery): 50%, Class III – Major (bridges and dentures): 50%. Class 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, Dentemax or Michigan Dental Plan Networks. Out-of-network services will be paid at the highest in-network rate among the three networks listed above. The employee will be responsible for any additional charges. 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 80% of the cost of 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 receive an amount equal to 80% of the cost of the Farmington Health Plan 2 single subscriber COBRA rate. The employee may apply this amount towards the cost of purchasing any health plan (single, two person, or full family) provided in Article VI.K.1.b. above.
3. To be eligible for hospitalization or the five hundred dollars provided in K.1.b.5)a) above, the employee must be working.
4. 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.
5. 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.
6. It is understood that MESSA will not provide variable options without the health insurance. The district will make such variable options available for payroll deduction equal to or less than the MESSA premium through another carrier or through self insurance. If there is no quote equal to or less than MESSA, the closest bid will be accepted.
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 health, dental and vision will be implemented following ratification by both the Association and District.
8. For the life of the agreement, Other Qualified Adults (Domestic Partner) benefits as provided by the current agreement shall be allowed to the extent permitted by law.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

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. Effective July 1, 2013 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>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
16 days	15 days	15 days

Effective July 1, 2013 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>2013-14</u>	<u>2014-15</u>	<u>2015-16</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 refer to Article VI.M.6.

2. Effective July 1, 2013 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>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
16 days	15 days	15 days

Effective July 1, 2013, 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:

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

			<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	
M.	2.	a.	After six (6) months	0	0	0
		b.	After one (1) year	9	8	8
		c.	After five (5) years	11	10	10
		d.	After ten (10) years	14	14	14
		e.	After fifteen (15) years	16	15	15

3. Effective July 1, 2013, 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.

4. Effective July 1, 2013, 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>12 Month</u>
a.	After six (6) months	0	5
b.	After one (1) year	8	10
c.	After five (5) years	10	12
d.	After ten (10) years	14	15
e.	After fifteen (15) years	16	17

5. Effective July 1, 2013, 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

6. 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

7. 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 VI.M.1-6.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- M. 8 Holidays occurring during the vacation period shall not be charged against the vacation allowance.
9. Vacations will not be prorated unless an employee is on an extended leave during the school year. Those employees who will have worked nine (9) months of the school year will be given credit for a full year of work.
10. 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.
11. 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.
12. Any employee voluntarily leaving the Farmington School District shall retain his/her earned vacation time, provided the employee gives two (2) weeks written notice.
13. 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.
14. 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.
15. Paraprofessionals or program assistants 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
- 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.
16. 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.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- 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 L) 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 inservice 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.
3. A copy of the "Request for Pre-Approval for Annual Recognition Form" (Appendix K) 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. At the beginning of each school year, the building supervisor will determine the number of employees needed to perform these procedures. He/she will post the number of positions needed including listing the procedure(s) required. All special education paraprofessionals within that classroom may apply for the posting. The most senior applicant will be selected. If there are not sufficient applicants to fill the needed number of positions, the least senior special education paraprofessional in the classroom will perform the medical procedure. This process will be repeated at the beginning of each school year as well as any time during the school year when the building supervisor determines that an additional position is needed.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- Q. 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.
3. In the event a secondary media specialist is absent and a substitute is not provided by the District, either of the following options will be exercised by the building principal:
- a. The media center will be closed to students other than classes supervised by a teacher; or,
 - b. The media center will remain open and the media secretary, media paraprofessional, or media technician will be paid an additional five dollars (\$5.00) per hour, computed to the nearest quarter (1/4) hour for the class periods the media center is open for student use.
- R. Media Center Aides cover the Media Centers on days the Media Specialists are not in the buildings. The language in Article VI. 3. above does not apply to these positions.
- 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 VI.D.

ARTICLE VII – 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.

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.

ARTICLE VII – WORKING CONDITIONS (continued)

- F.
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 Years.
 3. Mid-Winter & Spring breaks.
- G. Vacancies and Promotions
1. 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. 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 the position. 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. In the event a vacancy occurs during the summer, the posting notice will be mailed to the Association, posted in each school building and placed on a bulletin board at the Schulman Administration Center.
 - 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 time line may be extended.
 2. 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.
 3. 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.
 4. 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

ARTICLE VII – WORKING CONDITIONS (continued)

- G. 4.(con't) involved administrator previously. In the event the employee has been previously interviewed by the involved administrator, the employee will be interviewed for the position at his/her request or the request of the involved 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.
5. 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.
- 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 is 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.
- 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.

ARTICLE VII – WORKING CONDITIONS (continued)

M. 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 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. Before a Special Education Paraprofessional is moved with the student, the ESP president will be consulted and informed of the reasons for the move.

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 VIII – LEAVES OF ABSENCE

- A. 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
Child Care
Association Elective Office

Study
Military Service
Adoption/Guardian

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 the Director of Personnel. 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 1 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.
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 for 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:

ARTICLE VIII – LEAVES OF ABSENCE (continued)

- A. 6. a. 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. If, by virtue of her/his seniority date, she/he would not have been laid off, the employee will be given the choice of subbing or not. If she/he chooses to sub, the employee will be given preference as a sub (in seniority order) in the department in which she/he worked and will be expected to sub each day she/he is called. When subbing, the employee shall be compensated at her/his previous classification and experience level as needed until such time as a vacancy occurs in the position she/he left. If, however, she/he would have been laid off, she/he may sign up to sub, and, if called, will be paid the regular substitute rate of pay.
- b. If a recall list doesn't exist employees shall be given preference as a substitute in the department in which he/she worked. When subbing, such an employee shall be compensated at his/her previous classification and experience level as needed, until such time a vacancy occurs in the position he/she left.
7. If an employee on leave wishes to sub, she/he should submit a request to the Human Resources Office. 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, or have the option of exercising the alternatives listed in A.6.a and b. above.
- 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 terminates employment in the school district 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;

ARTICLE VIII – LEAVES OF ABSENCE (continued)

- A. 8. d. 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 service in the armed forces.
 - 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 VIII, Sections A.1. -7. above.

C. Student Teaching Leave

A member may take a leave, if approved by the Assistant Superintendent for 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 IX – 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 304 days in 2011-2012 and 316 days in 2012-2013.
1. Employees may use their annual and cumulative sick leave 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. below, 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 employee's immediate supervisor. The employee will be entitled to one (1) day leave with pay for the death of any other relative.
 4. All requests for such sick leave must be submitted to, and approved by, the Director of Human Resources. Proof of illness, signed by a physician and approved by the Director of Human Resources, 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 illness or injury will not be posted and 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 extended illness or injury. 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 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.

ARTICLE IX – SHORT TERM LEAVES OF ABSENCE (continued)

- A. 5. c. 2) An employee, on either a first or second short-term medical 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.
- 3) An employee may elect to save a portion or none of her/his sick bank prior to taking a short term medical 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. Following the exhaustion of her/his sick bank, she/he will either return to work or be placed on a health leave.
 - c) Elect to be placed on a long term disability leave.
- d. 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.
- e. The position of an employee who is on a short term leave according to c. above will not be posted.
- B. For the protection of children, the Board of Education may require of the employee a health certificate from a physician, to be filed in the Office of the Director of Human Resources. Any employee who is not able to return to duty on Monday following two (2) weeks illness or injury shall present a certificate of ableness to the Director of Human Resources upon their return to work. This certificate shall be signed by a physician. In addition, they may be required to submit to an examination by a physician designated or agreed upon by the 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 a standard District Form (Appendix H) and further, provided that:
 - a. Written notification for such leave shall be made at least five (5) days in advance, where practicable.
 - 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 proceeding 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.

ARTICLE IX – SHORT TERM LEAVES OF ABSENCE (continued)

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 VI 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 VI.

5. An employee may use accumulated sick leave as provided in Article IX.A.1.f.

G. Religious Holidays

An employee whose religious holiday(s) fall on a regularly scheduled work day and observance or practice of which would require absence from work, may request the days to be deducted from sick leave. These days shall be deducted from the employee's accumulated leave unless the employee notifies the Human Resources office by the preceding July 1 of his/her intention to make up the days during non-scheduled work time 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 X – 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.

ARTICLE X – EVALUATION AND DISCIPLINE (continued)

- 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.
- 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, including dues authorization and will be notified, in writing, of their classification level, step, 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 D) of the employee's performance, shall be given to the employee following a conference with the administrator.

ARTICLE X – EVALUATION AND DISCIPLINE (continued)

- 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 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, 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 X.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.

ARTICLE X – EVALUATION AND DISCIPLINE (continued)

- L. 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 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 XI – 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, inservice meetings, and workshops, shall be determined by the Superintendent, upon recommendation of the immediate supervisor.

ARTICLE XI – CONFERENCES AND CONVENTIONS (continued)

B. Financial Arrangements

1. Reimbursement

- 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. Inservice: The Association may recommend inservice programs appropriate to members of the bargaining unit to the Superintendent or his/her designee.

ARTICLE XII – 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 XIII – 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 will state the facts regarding:
 - 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 for Human Resources.
 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.

ARTICLE XIII – GRIEVANCE PROCEDURE (continued)

- C. 3. 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.
 - 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 violative 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.

ARTICLE XIII – GRIEVANCE PROCEDURE (continued)

- C. 5. c. 1) 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.
- 8. Any grievance occurring during the period between the termination date of this Agreement and the effective date of the new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed. No grievance shall be submitted to arbitration after the expiration of this Agreement.
- 9. 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 XIV – 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.

ARTICLE XIV – NEGOTIATION PROCEDURES (continued)

- A. 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 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 and each party may 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 XV – 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. Twenty-five (25) copies of this Agreement shall be printed, at the expense of the Board, and provided to the Association. Electronic copies shall be made available to all employees now employed, and hereafter employed, at or prior to the time of employment.

ARTICLE XV – MISCELLANEOUS PROVISIONS (continued)

- 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 XVI – DURATION

- A. 1. The provisions of this Agreement shall become effective July 1, 2013 upon ratification and shall continue in full force and effect to, and including, June 30, 2016.
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 Mayes
Catherine Mayes

By: Laura Galloway
Laura Galloway

By: Matthew Todorov
Matthew Todorov

By: Diana Fair
Diana Fair

By: Deb Lotan
Deb Lotan, Uniserv Director

FARMINGTON BOARD OF EDUCATION:

By: Frank L. Reid
Frank L. Reid,
President

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

ADMINISTRATION:

By: Susan H. Zurvalec
Susan H. Zurvalec, Superintendent

By: Barbara Fries
Barbara Fries, Director of
Human Resources

APPENDIX A

2013-2016 HOURLY RATE SCHEDULE

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

- *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 J.
- For the 2013-2014 school year, a 1% off schedule payment, based on base contract (contractual – hourly wages times the number of hours per day times the number of days per year) will be paid to ESP no later than the first pay in March, 2014. Steps are frozen.
- For the 2014-2015 school year, a ½% off schedule payment, based on base contract (contractual – hourly wages times the number of hours per day times the number of days per year) will be paid to ESP no later than the first pay in March, 2015. Steps are frozen.
- For the 2015-2016 school year, employees will advance one step based on where they were in 2012-2013.

APPENDIX A

2013-2016 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

2013-2016 HOURLY RATE SCHEDULE

NEW EMPLOYEES HIRED AFTER 7/1/08

- *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 J.
- Any Licensed Practical Nurse (LPN) and Certified Occupational Therapy Assistant (COTA) shall be paid \$22.17 per hour.
- For the 2013-2014 school year, a 1% off schedule payment, based on base contract (contractual – hourly wages times the number of hours per day times the number of days per year) will be paid to ESP no later than the first pay in March, 2014. Steps are frozen.
- For the 2014-2015 school year, a ½% off schedule payment, based on base contract (contractual – hourly wages times the number of hours per day times the number of days per year) will be paid to ESP no later than the first pay in March, 2015. Steps are frozen.
- For the 2015-2016 school year, employees will advance one step based on where they were in 2012-2013.

APPENDIX B

MEMORANDUM OF UNDERSTANDING

between

FEA, ESP, CMC, FTA

and

FARMINGTON PUBLIC SCHOOLS

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

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



FEA, ESP, CMC, FTA



Farmington Public Schools

6/13/14

Date

6/13/2014

Date

APPENDIX C

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 whomever is doing the harassing. State how you feel about his/her actions. Politely request the person to cease harassing you because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion. Write a statement about the incident of harassment indicating the date, a summary of your conversation with the person you believe is harassing you, and what the person's reaction was when you confronted her/him. Keep this statement for possible use at a later time. If you are uncomfortable with this step, or if it is impractical for some reason, please refer to step 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 Human Resources
Farmington Public Schools
32500 Shiawassee
Farmington, MI 48336
248-489-3387

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 D

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

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:

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:

SUMMARY

Evaluator's Narrative Remarks:

Overall Assessment of Employee Performance:

_____ SATISFACTORY

_____ UNSATISFACTORY

_____ Not recommended for continued
employment (Probationary)

_____ Plan of Improvement needed
(Non-Probationary)

Evaluator's Signature: _____ **Date:** _____

Employee's Signature: _____ **Date:** _____

(This signature indicates only that the employee has received a copy of and discussed this evaluation with the evaluator)

APPENDIX E

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

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



FEA, ESP, CMC, MEA-NEA

6/13/14

Date



Farmington Public Schools

6/17/2014

Date

APPENDIX F

OTHER QUALIFIED ADULT

AFFIDAVIT

THIS AGREEMENT is entered into this 5th day of January, 2009, between Farmington Public Schools (“School District”), and the Farmington ESP, MEA/NEA (“ESP”).

In consideration of the mutual covenants hereinafter set forth, the School District and the FTA agree that, for the purpose of insurance benefits provided by the School District, the following standards shall apply to an “Other Qualified Adult” or “OQA”:

- A. An eligible bargaining unit employee may enroll one person as an OQA, but to do so all of the following criteria must be met:
1. The OQA must be at least 18 years of age;
 2. The OQA must not be eligible to inherit from the employee under the laws of intestate succession in the State of Michigan;
 3. Neither the employee nor the OQA may be married to anyone by statute or common law;
 4. The employee must fully complete and submit an “Affidavit of Other Qualified Adult Status.” **Attachment A.**
 5. The employee and OQA must share a common residence and must have done so for at least the six consecutive months prior to submitting an “Affidavit of Other Qualified Adult Status.”
 6. The employee and OQA must together possess at least TWO of the following:
 - a. Common or joint ownership or lease of their current residence;
 - b. Joint checking or savings account; or
 - c. Joint credit card.
 7. At least ONE of the following must be true:
 - a. The employee or OQA has a durable power of attorney for financial management of the other;
 - b. The employee or OQA has a durable power of attorney for health care where the other is designated the “patient advocate”; or

- c. The OQA has been designated as the primary beneficiary in the employee's will or living trust, employer-paid life insurance policy, non-employer paid life insurance policy with benefits equal to or greater than \$50,000.00, retirement account (i.e., 401(k), 403(b), IRA) or pension plan.
- B. An OQA must meet any and all requirements and/or qualifications of the insurance carrier to be eligible for insurance benefits. For purposes of this Agreement, OQA shall include the dependants/sponsored dependants of the named OQA.
- C. A person shall be recognized as an OQA when an employee and the proposed OQA file an "Affidavit of Other Qualified Adult Status" with the Assistant Superintendent for Human Resources. Upon submission of that Affidavit, both the employee and the OQA have a continuing obligation to ensure that the OQA criteria listed in this Agreement ("eligibility criteria") are met at all times (except for reasonable lapses or breaks in coverage no longer than ten business days). Should the eligibility criteria fail to be met while the OQA is receiving insurance benefits pursuant to this Agreement, both the employee and the OQA have an obligation to immediately report in writing such information to the School District's Assistant Superintendent for Human Resources.
- D. The School District reserves the right to require any employee and OQA that have submitted an Affidavit of Other Qualified Adult Status to verify the accuracy of any and all eligibility criteria to the satisfaction of the School District at any time while the OQA is receiving benefits from the School District.
- E. The School District will discontinue OQA insurance benefits thirty days after notice is given by the employee or OQA that the eligibility criteria are no longer fulfilled. However, should the School District learn and confirm that the eligibility criteria are no longer met while the OQA is continuing to receive insurance benefits and neither the employee or OQA has informed the School District of such, or if the employee or OQA refuse to verify the veracity of their current fulfillment of the eligibility criteria as required above, insurance benefits for the OQA will be immediately terminated. Moreover, an employee that has submitted an Affidavit of Other Qualified Adult Status and has failed to inform the School District of the OQA's failure to continue to meet the eligibility criteria and may receive disciplinary action and may be responsible for reimbursement to the School District for the cost of benefits provided during the period of disqualification.
- F. Only a limited number of OQAs will be permitted. OQA benefits shall be issued on a first-come-first-served basis and shall only be granted at a ratio of 1 per 150 covered employees in a given collective bargaining unit on a "cliff" basis. A cliff basis means that the larger ratio number must be actually reached to trigger an additional allowed OQA. Thus, for example, if a bargaining unit contains 748 employees, only four OQAs will be provided unless and until two additional employees join the collective bargaining unit. There shall be, however, no less than one OQA opportunity offered per bargaining unit. Moreover, once an individual

receives OQA status they hold that status until it is rescinded or the eligibility criteria are no longer met. Thus, if a bargaining unit contains 750 individuals but attrition lowers that number to 748 individuals, the person holding the fifth OQA status need not give-up their benefits. If the bargaining unit remains below 750 employees, however, a replacement OQA policy would not be offered if one of the five OQAs rescinds their benefits or fails to meet the eligibility criteria unless and until the number of bargaining unit employees rises to 750 or above.

- G. Should the OQA eligibility criteria, or any part thereof, or any portion of any School District policy or agreement that refers to "other qualified adults" or OQAs be deemed by a Michigan or Federal Court or other legal authority to be beyond the School District's authority, illegal, unenforceable, or void by law or public policy, that portion of this Agreement shall be stricken, and become void, but no other portion of those agreements or School District policies shall be affected by such a finding. Should OQA benefits be stricken, the School District will notify its employees of such and OQA benefits will be terminated upon notice to the employees.
- H. This Agreement is tendered on a trial basis for the remainder of the existing collective bargaining agreement. This Agreement will automatically terminate at the end date of the existing collective bargaining agreement unless it is specifically extended or renewed by both parties.



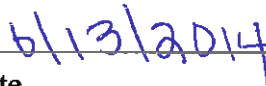
Farmington ESP



Farmington Public Schools



Date



Date

ATTACHMENT A
AFFIDAVIT OF “OTHER QUALIFIED ADULT” STATUS

Name of Employee: _____

Name of Other Qualified Adult (“OQA”): _____

We declare that all of the following conditions have been met:

1. The OQA is at least 18 years of age;
2. The OQA is not eligible to inherit from the employee under the laws of interstate succession in the State of Michigan;
3. Neither the employee nor the OQA is married to anyone by statute or common law;
4. The employee and OQA share a common residence and have done so for at least the six consecutive months prior to the signature date of this Affidavit;
5. The employee and OQA together possess at least TWO of the following:
 - a. Common or joint ownership or lease of their current residence;
 - b. A joint checking or savings account; or
 - c. A joint credit card or credit account.
6. At least ONE of the following is true:
 - a. the employee or OQA has a durable power of attorney for financial management of the other.
 - b. The employee or OQA has a durable power of attorney for health care and the other is designated as the “patient advocate”; or
 - c. The OQA has been designated as the primary beneficiary in the employee’s will or living trust, employer-paid life insurance policy, non-employer paid life insurance policy with benefits equal to or greater than \$50,000, retirement account (*i.e.*, 401(k), 403(b), IRA) or pension plan.

We each further acknowledge that we have a continuing obligation to immediately report in writing to the Assistant Superintendent of Human Resources of Farmington Pubic Schools if any of the aforementioned criteria is not met at any time in the future.

Dated: _____ By: _____

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a notary public, in and for _____ County, personally appeared _____ who made oath that he/she read the forgoing *Affidavit*, and signed the same and that the contents thereof are true.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

Dated: _____ By: _____
(Signature of Other Qualified Adult)

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a notary public, in and for _____ County, personally appeared _____ who made oath that he/she read the forgoing *Affidavit*, and signed the same and that the contents thereof are true.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

Date Received by Farmington Public Schools: _____

Received by : _____

Title: _____

APPENDIX H

ESP PERSONAL BUSINESS DAY NOTIFICATION FORM

Pursuant to Article IX.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 I

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 VI. F. 2. d. 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 no later than December 31, 2008.
 - 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.



Farmington ESP Association



Farmington Public Schools

Date 6/13/14

Date 6/13/2014

APPENDIX J

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.
7. The employee shall receive a recognition payment of \$500 as outlined in Article VI.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 C 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.


Farmington ESP Association


Farmington Public Schools

Date 6/13/14

Date 6/13/2014

APPENDIX K

**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 L

**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 VI.P.1. of the ESP Master Contract and Article VI.A.10 of the CMC 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

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