

AGREEMENT

Between

FARWELL EDUCATION ASSOCIATION

And

FARWELL AREA SCHOOLS
BOARD OF EDUCATION

July 1, 2005 – June 30, 2008

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2005-2008
AGREEMENT
BETWEEN
FARWELL EDUCATION ASSOCIATION
AND
FARWELL BOARD OF EDUCATION

INTRODUCTION

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

Witnesseth:

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

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

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

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

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

1. The Board shall provide for the health, safety and welfare of its employees and shall provide for the health, safety and welfare of its employees in reasonable cases to prevent an individual employee from being unable to function effectively, the employee reserves the right to be examined and examination by the physician of his/her choosing. All reasonable costs are assumed by the Board.

2. The Board shall provide for the health, safety and welfare of its employees and shall provide for the health, safety and welfare of its employees in reasonable cases to prevent an individual employee from being unable to function effectively, the employee reserves the right to be examined and examination by the physician of his/her choosing. All reasonable costs are assumed by the Board.

ARTICLE I - Recognition

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

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

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

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

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

ARTICLE II - Teacher Rights

- A. The Association and its members may use school building facilities at all reasonable hours for meetings, in accordance with Board policies on building usage. Use of computers, printers, photocopiers, local telephones and P.A. systems will be limited to general announcements and professional education activities. Campaigning, programming supplies, and other internal organization needs will be met by the Association. All P.A. announcements will be cleared by the principal.
- B. The Board and the Association agree that all rights and responsibilities concerning hours, wages and working conditions that are in the Board Policy Handbook will be followed except those which are inconsistent with those listed in this agreement. Teachers, however, shall not be responsible for any policies, rules or regulations which have not been distributed.
- C. Teachers are Guaranteed Academic Freedom as subject to applicable law and Board policy.
- D. Grading - It is agreed by the parties that the evaluation of student performance is the responsibility of the professional staff within the bargaining unit unless the law expressly requires otherwise. No change in any grade or test score assigned a student may be made by the employer or its administrators without the prior knowledge of the bargaining unit member who assigned the grade or score and/or as complied with by law. The grade may not be changed without the teachers consent unless Board policy is consulted and followed.
- E. No tenured bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this agreement includes warnings, reprimands, suspensions with or without pay, reductions in rank, compensation, or discharge or other actions of a disciplinary nature. Any such discipline, including the evaluation procedure of the bargaining unit member shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member, and the Association, at the discretion of the bargaining unit member, twenty-four hours before the discipline is imposed. Exceptions to the 24-hour notification may be made if an administrator deems the situation to be an emergency. This section does not apply to the non-renewal of a probationary teacher.
- F. Upon request a bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may reasonably lead to disciplinary action by the Board or its agent. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present.
- G. To determine the qualifications of employees and require employees to undergo medical examination in the event there is reasonable cause to believe an employee is physically or medically unable to function effectively, the employee reserves the right to a second examination by the physician of his or her choosing. All reasonable costs are to be assumed by the Board.

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

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

Dismissal
Suspension
Non-renewal of contracts

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

The decision of the Board Personnel Committee is binding.

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

ARTICLE III – RIGHTS OF THE BOARD

- A. The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the assigned school related activities of its employees.
 2. To hire all employees and subject to the provisions of law, to assess their capabilities, the conditions for their continued employment, their dismissal or demotion, and to promote or transfer all such employees.
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic recreational and social events for students, all as deemed necessary or advisable by the Board.
 4. To decide upon the means and methods of instruction, including telecommunication, the selection of textbooks and other teaching materials and the use of teaching aids. The Board, through the superintendent and the building principals, agrees to consult with teachers through the grade level and departmental organizations. In the event a majority decision by teachers cannot be reached, the Board will make the final decision.
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers.
 6. To determine the qualifications of employees and require employees to undergo medical examination in the event there is reasonable cause to believe an employee is physically or medically unable to function effectively. The employee reserves the right to a second examination by the physician of his or her choosing. All reasonable costs shall be assumed by the Board.

The Board will provide the employee with a letter which states the reason for such a request.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its powers, rights, authority, duties, responsibilities and

authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

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

ARTICLE IV
Professional Dues or Fees and Payroll Deductions

- A. 1. All teachers who are currently members of the Association or are currently paying a service fee, and all new bargaining unit members, shall as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The service fee shall be in a legally permissible amount not to exceed the amount of Association dues collected from Association members and shall be determined in a legally permissible manner. The bargaining unit member may authorize payroll deduction for such fee. In the event that the teacher shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the teacher's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in twenty-one (21) equal amounts, as nearly as may be, from the paychecks of each bargaining unit member generally from August through June. Money so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
2. Pursuant to Chicago Teachers Union v Hudson, 106 S CT 1066 (1986), the union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting teacher concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement.
- B. The Association agrees to defend, indemnify and hold harmless the Farwell Area Schools, its Board of Education, individual Board members, employees and agents from and against any and all claims, suits, demands, costs, expenses and liabilities related to or resulting from enforcement of this Article, subject however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
2. The Association, after consideration with the Board, has the right to decide whether to appeal the

decision of any court or other tribunal regarding the validity of this Article or any liability which may be assessed against the Board by any court or tribunal.

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

The Board shall furnish each teacher upon request with a written statement at the beginning of each school year as to their total sick leave credit.

Teachers who have accumulated one hundred twenty (120) sick days will be

ARTICLE V - Negotiation Procedures

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

ARTICLE VI - Continuity of Operation

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

... of the ... and ...
... but it shall however, have no authority to ...
... modify the terms of this Agreement. ...
... limit or change any policies, practices or rules, except as they
... of this Agreement, nor shall he have any authority to
... and any new

ARTICLE VII - Grievance Procedure

- A. Grievances will be presented by the grievant or Association representative selected by all teachers in that particular building. Grievances will be filed with the principal or appropriate Board representative. Only those claims by a teacher concerning a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as provided herein. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of probationary employees or non-renewal of probationary employees.
 2. Any matter involving the content or criteria of an employee evaluation.
 3. Any claim related to the failure to employ or re-employ a teacher to an extra-duty position.
- B. The Association representative or grievant will file any grievances in writing with the principal or other designated board representative within ten (10) school calendar work days after the occurrence. The grievance will be waived if it is not presented in writing within ten (10) school calendar work days of the occurrence. "School calendar work day" shall be defined as a day the bargaining unit member is required to work. Written grievances shall be presented on the form set forth in Appendix F of this Agreement and shall contain the following:
1. It shall be signed by the grievant or grievants.
 2. It shall be legible.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the section or subsections of this contract alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.
- C. Within five (5) school calendar work days of receipt of the grievance the principal or designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting with the school principal and the parties agree that the grievance cannot be resolved at the principal level, the grievance shall be promptly submitted to the superintendent, who shall have ten (10) school calendar work days thereafter to approve or disapprove it. If the grievance shall be denied by the superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall be filed with the Secretary of the Board within ten (10) school

calendar work days of the superintendent's answer, with a statement of the reason why it is being disapproved.

- D. Within fifteen (15) school calendar work days from the receipt of the grievance the Board or the Board designated grievance committee shall pass upon the grievance. The Board or the Board designated grievance committee may hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event except with the express written consent of the Association, shall final determination of the grievance committee be made by the Board or the Board designated grievance committee more than twenty-one (21) school calendar work days after its first submission to the Board or its representative.
- E. If a grievance remains unsettled after processing as per item D above, it may be submitted to arbitration by either the Board or the Association under the following conditions:
1. The matter to be arbitrated must concern the application or interpretation of this Agreement, either as to the meaning of its terms or as to the rights of either party under these terms or as to whether some action which has been taken is justified according to these terms.
 2. The party that chooses to submit any unsettled grievance to arbitration must notify the other party in writing within ten (10) school calendar work days of the conclusion of Section D of the grievance procedure except that either party may request in writing an extension of time to notify, but in no event shall such time limit be extended beyond fifteen (15) school calendar work days after the conclusion of Section D of the grievance procedure. Such notification shall identify the grievance and the issue and shall state what part or parts, of the contract is or are involved. Any grievance not submitted to arbitration within the time herein provided shall be deemed withdrawn.
 3. Within ten (10) school calendar work days after receipt of such written notice, provided for in paragraph two (2) above, the Board and the Association shall attempt to select a single arbitrator acceptable to both parties.
 4. If an agreement on the selection of an arbitrator cannot be reached within five (5) school calendar work days after such notice, then the party initiating the arbitration must file a Demand for Arbitration with the American Arbitration Association (AAA) no later than twenty-five (25) school calendar work days from the date of the answer to the grievance given at Section D of the grievance procedure.
 5. The arbitrator may interpret this agreement and apply it to the particular case submitted to him, but he shall however, have no authority to add to, subtract from or in any way modify the terms of this Agreement, nor shall he have any authority to limit or change any policies, practices or rules, except as they involve an application of this Agreement, nor shall he have any authority to formulate or add any new

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

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

The decision for removing a disciplinary letter from a file must be agreed upon by a majority of the committee. An appeal may be made at the Board level.

ARTICLE VIII - Sick Leave

A. Sick Leave

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

After the birth of a baby, a woman may not use sick leave days to extend medical leave beyond the return date specified by her doctor.

3. The Board of Education reserves the right to require a doctor's written statement as evidence of illness, after the third day or third occurrence of the same problem.
4. The Board shall furnish each teacher upon request with a written statement at the beginning of each school year as to their total sick leave credit.
5. Teachers who have accumulated one hundred twenty (120) sick days will be

paid forty-five dollars (\$45.00) annually in a lump sum in June for each unused sick day in excess of one hundred twenty (120) days.

6. If a teacher is in attendance all scheduled workdays, he/she will receive an additional two hundred fifty dollars (\$250) in incentive pay at the end of the year. Approved time away from work to attend conferences shall not adversely affect this provision.
7. Upon retirement or separation from the district, each bargaining unit member shall be paid forty-five (\$45.00) per day for all unused sick days.
8. Teachers shall not be charged sick, personal or professional days if school is closed.
9. After (15) fifteen years of service with Farwell Area Schools, a teacher may request payment for up to (40) forty days of accumulated sick pay to be reimbursed in a lump sum paid in June. The request has to be in writing by February 1st of said year.

B. Volunteer Sick Bank

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

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

of this agreement.

- b. Determination of the seriousness of the case by the Sick Bank Committee defined in Section 4 h of this Article.
- c. Proof of medical treatment/care or appointment is required stating the estimated length of leave time needed.

4. General Information:

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

ARTICLE IX - PERSONAL leave Days

- A. A teacher shall be granted three (3) days of personal leave per year without restrictions.
- B. Prior approval of the superintendent is required and requests for approval shall be submitted in writing not less than ten (10) school calendar work days prior to the date requested, except in cases of emergencies or school related activities.
 - 1. All requests for personal leave shall be made on a form provided by the Board.
 - 2. Leave days shall not be used for extensions of vacations or holidays or for participation in or support of any conduct prohibited by law, including withholding of services. On a day scheduled for professional development in the agreed upon school calendar (Appendix C), a personal leave day may be used only for personal business which cannot be conducted other than during normal work hours. The reason must be stated on the leave form.
 - 3. No more than three (3) teachers per building or six (6) from the system may be granted this leave per day.
 - 4. Teachers shall not lose these days if school is closed due to an Act of God.
 - 5. The Administration shall reply in writing to a written request for use of a personal leave day within seven (7) school calendar work days following receipt of the request, except in emergencies or school related activities when approval may be granted earlier to accommodate the emergency. If the reply is not received by the member within seven (7) school calendar days, it is understood that the personal leave day was approved.
 - 6. If unused at the end of the year, the personal leave days shall be added to accumulated sick leave.

ARTICLE X - Leaves of Absence

A. Teachers will be granted leave with pay:

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

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

B. Teachers will be granted leave without pay:

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

returning from leave may be requested by the Board to furnish evidence of a physical examination by a doctor of the Board's choice. The Board shall be obligated to pay the actual cost of the requested physical examination.

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

ARTICLE XI - Teacher Evaluation

- A. The primary purposes of evaluation will be:
1. To ascertain teacher effectiveness.
 2. To improve teacher performance and provide assistance to the individual teacher to correct or improve areas of concern which may be revealed by evaluation.
- B. The person primarily responsible for the evaluation will be the teacher's principal; however, other administrative personnel may be called upon to assist in the evaluation process if requested to do so by either the teacher or the respective building principal.
- C. Evaluation of teacher performance shall not be deemed valid or placed in a teacher's personnel file unless:
1. All teachers must be provided with a copy of the evaluation tool used for the evaluation procedure at least ten (10) school calendar workdays before the evaluation.
 2. The teacher is initially observed for the purpose of evaluation no sooner than four weeks after the start of the school year and no later than November 30th.
 3. The teacher is observed in the classroom or other instructional situation, on at least one occasion prior to the formulation of any evaluation conclusion. Each observation of a teacher shall be for the major portion of a class period or the presentation of a lesson. The teacher shall be notified of the Administration's intent to perform a formal observation for evaluation purposes at least three (3) teacher workdays in advance. The formal observation for evaluation purposes shall not occur on the workday immediately preceding or following a scheduled holiday break period. Normally, the observation would involve a minimum of thirty (30) minutes. The evaluator shall be on time as agreed with the teacher or an alternate observation shall be scheduled.
 4. Within five (5) school calendar days of each formal observation, the teacher and the evaluator shall meet to discuss the observation.

In the event the administrator's observation indicates a need for improvement or unsatisfactory performance in one or more areas, the teacher shall be given at least sixty (60) calendar days to improve before a final observation is performed. Within ten (10) days of observation, the teacher shall be provided in writing a plan containing specific strategies for improvement. Throughout the sixty (60) days the administrator shall conduct additional observations

noting progress and providing further direction for improvement.

5. The evaluator shall prepare a formal written evaluation report which shall include the criteria used in evaluation, the findings of the evaluator based on observation, interview, and related criteria. The written report shall be on the form set forth in this Agreement as Appendix D.
 6. A teacher shall be interviewed and a copy of the final written evaluation report shall be given to the teacher within ten (10) school calendar work days of the final observation. The teacher shall acknowledge in writing on a separate form receipt of such evaluation report. The teacher shall have five (5) school calendar work days after receipt of the report to object thereto in writing. Unless a written objection is filed within five (5) school calendar work days after receipt of the report, this shall mean that the teacher has no objection and agrees with the report. Any objection filed by a teacher shall be placed in the file and specify those portions of the written evaluation report under question, including objections to any criteria used. Objections to the criteria as shown on the evaluation form (Appendix D) are not subject to the grievance procedure. Failure to follow the evaluation procedure as set forth in this article is subject to the grievance procedure.
- D. Tenure teachers shall be formally evaluated at least once every three years. If the teacher receives a less than satisfactory year-end evaluation, he/she shall be provided with an individualized development plan developed by the principal in consultation with the teacher.
- E. Each probationary teacher will receive an annual written evaluation and an individualized development plan from the principal as required by the Michigan Teacher Tenure Act. The annual year-end evaluation shall be based on, but not limited to, a minimum of two (2) formal observations held at least sixty (60) days apart and shall include an assessment of the teacher's progress in meeting the goals of his/her individualized development plan. One (1) copy of the evaluation will be presented to the probationary teacher, and one (1) copy will be placed in the teacher's personnel file.

ARTICLE XII - Protection of Teachers

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

ARTICLE XIII - Teaching Conditions

- A. The workday of all teachers will begin at 8:00 A.M. and end at 3:30 P.M. Inclusive in the teacher's day shall be a minimum of thirty (30) minutes duty free lunch period.
1. For 2005-06 and 2006-07 the Elementary School teacher's instructional day shall begin at 8:15 a.m. and end at 3:15 p.m. Effective 2007-08 the Elementary School teacher's instructional day shall begin at 8:15 a.m. and end at 3:00 p.m. Elementary teachers will receive the equivalent of one (1) period of preparation time. This includes a minimum of 45 minutes preparation time during specials class and one (1) 15-minute recess per day. Elementary teachers will have one fifteen (15) minute duty-free period during student recess. The elementary teachers of special classes will coordinate recess duty with the paraprofessionals. Elementary teachers of special classes will receive a minimum of 45 minutes of prep time and a fifteen (15) minute duty free period.
 2. For 2005-06 and 2006-07 the Middle School and High School teacher's instruction time shall start at 8:15 a.m. and end at 3:15 p.m. Effective 2007-08 the Middle School and High School teacher's instruction time shall start at 8:15 a.m. and end at 3:00 p.m. The Middle School and High School teachers will be provided with one period per day of preparation time based on a six (6) hour day.
- B. Teachers in grades 7 through 12 shall not be required to teach any more than three (3) different instructional preparations in a particular semester. Exception to this provision may be made if the teacher gives his/her consent.
- C. A sufficient quantity and quality of teaching aids and materials will be available for all teachers for the entire year. All dollars paid by a college or university to Farwell Area Schools for supervising student teachers shall be given to the teacher(s) who provide such supervision to be used to purchase additional classroom supplies.
- D. The Association agrees that it is the professional responsibility of the teachers to attend those meetings called by their administrator. The meetings will be posted at least two (2) school calendar work days in advance except in emergencies. These meetings shall not exceed ten (10) per year.
- E. Supervision of students is the teacher's responsibility during the entire school day. Teachers will cooperate in good housekeeping practices in the halls, classrooms, and lounges.
- F. Special needs students
1. If a teacher will be providing instructional or other services to a medically fragile student, the teacher will be advised of the steps to be taken in the event an emergency arises related to the student's medical condition.

2. No teacher will be required to provide services of a medical nature to a medically fragile student without being offered Board paid training to provide the services, unless the services are necessitated by emergency.

3. On a case-by-case basis, the District will determine what training and other support should be provided to a teacher who will be providing instructional or other services to a medically fragile student.

4. No teacher shall be expected to perform routine, scheduled maintenance of an apparatus used by the student to sustain his/her body functions nor render routine scheduled care or maintenance of exceptional bodily functions (e.g., tracheotomy, diapering, use of the toilet, etc.) related to the student's impaired condition.

ARTICLE XIV – VACANCIES and Promotions

A. A vacancy shall be defined for purposes of this agreement as: A professional position within the bargaining unit presently unfilled because it was newly created, or by reason of the permanent separation (by resignation, death, discharge, etc.) of the teacher formerly in the position. A position shall also be deemed to be a vacancy after the teacher formerly in the position has been on sick leave for at least 120 school calendar work days.

1. Vacancies shall be posted on a designated bulletin board in each district building along with a copy of such posting to the Association. Positions as above described shall be posted within ten (10) school calendar work days of the vacancy and shall be posted at least ten (10) school calendar work days prior to being filled. Teachers may apply for such positions by submitting a written application to the superintendent or designee. Applicants must meet all state and federal mandates for certification and qualification. Selection will be by interview weighing such items as length of service at Farwell , teaching experiences, flexibility of certification, and overall competence as judged by evaluation reports. Tenure teachers would have preference over probationary teachers, and both tenure and probationary teachers would have precedence over new hires. The final decision will rest with the Board, and shall not be subject to the grievance procedure.

During a time when school is not in session, notice of vacancies shall be sent to the address of record or to the email address of all teachers who have submitted a written request by June 1 to the Superintendent. The written request shall state whether the notice of vacancy shall be sent by mail or email. Notices of vacancies shall also be posted on the school web site for ten calendar days.

2. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. Such vacancies may be filled on a temporary basis until the end of the school year.
3. The Association shall be notified by the Board within seven (7) school calendar work days of the filling of any teaching vacancy.
4. A vacancy need not be posted if the Board in its discretion determines the vacancy should instead be filled through the recall of a laid off teacher.

B. Transfers shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit. This would include grade level changes in the elementary, change of subject area in the Middle School, and department changes in the High School. Other transfers (except assignment changes for which notification was given by June first) will be governed by this section. Positions of half time or more

which are vacated due to the transfer of the teacher formerly in the position shall be posted.

1. Requests by a teacher for transfer to a different class, building or position shall be made in writing, and filed with the superintendent by April 15. The application shall set forth the reason for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such request shall be renewed by the member once each year to assure active consideration by the Board.
2. Whenever the Board determines that it is necessary to reduce the number of elementary classrooms or the number of secondary class offerings, the least senior certified teacher in the area (grade level for elementary and department for secondary) being reduced shall be displaced. A displaced teacher with sufficient seniority shall have the right to claim the position which is held by the least senior bargaining unit member and for which he/she is certified and qualified.
3. Looping: If a member wishes to loop (stay with same elementary class for two consecutive years), the member will maintain and build his/her grade level seniority in the initial grade when he/she agreed to loop.
4. A staffing review committee consisting of the Superintendent, the FEA President, an Association representative from each building and principals shall meet to review the curriculum guide offerings/positions available for the next school year. The committee shall meet as needed to review proposed staffing assignments and ensure compliance with the Master Agreement.

C. Assignment shall be defined as a specific schedule of classes within a subject area or a specific grade level for self-contained classrooms.

1. Teachers shall receive notice of their tentative assignments for the following school year by June 1.
2. Prior to June 1 of each year, teachers may advise their principal of assignment preferences.
3. Any change in assignment that is necessary after June 1 shall be communicated immediately to the affected teacher(s).

ARTICLE XV - PERSONNEL REDUCTION

- A. A teacher's services may be terminated with thirty (30) school calendar work days notice pursuant to a necessary reduction in personnel.
- B. In the event that a reduction of personnel, as heretofore defined, shall become necessary, the Board shall first retain those teachers who possess current teaching certificates, have the longest period of continuous service in the school district, and who are qualified to teach in those areas or disciplines to be preserved according to state and federal mandates.
1. In the event of lay-off, the Board will make every effort to insure that separated personnel may be placed in other teaching situations that may be under the Board's control.
 2. In the event of lay-off, the Board will institute a recall procedure which, when implemented, will insure teachers that will be recalled in the reverse order of lay-off. Recall will be initiated as soon as possible upon resolution of any financial crisis or other reasons which may have precipitated the necessary reduction in personnel.
- C. With the exception of teachers who are given notice of lay-off during the summer break period, if a teacher is given notice of layoff effective during the academic year at a time which does not coincide with the beginning or end of a semester, the teacher shall continue to receive insurance protection as outlined in this Agreement until the end of the semester in which the layoff notice is given if financial resources are available.
- D. Seniority shall be defined as length of service in the bargaining unit from the most recent date of hire. All seniority is lost when employment is severed by resignation, retirement, transfer to work outside the bargaining unit, discharge with just cause, or non-renewal of a probationary teacher. Date of Hire shall be defined as the earliest date the employee is/was required to report to work in a bargaining unit position.
1. Layoff and the taking of a Sabbatical or involuntary leave of absence as provided under this Agreement shall not constitute a break in service and seniority shall accumulate during such periods. The taking of a voluntary leave of absence shall not constitute a break in service; however, seniority shall not accumulate, but shall remain frozen during such periods.
 2. A seniority list consistent with this Agreement shall be prepared by the Board by December 15 of each year. The seniority list shall be in rank order of the teachers last date of hire as set forth in the preceding section. In the event more than one teacher has the same first day of work, the relative place of such teacher on the seniority list with respect to that date of hire will be determined by a drawing of lots participated in by all affected teachers. The notice of the drawing, including date, place, and time, will be provided in writing to the Association and all affected teachers two weeks before the

drawing. The drawing will be conducted openly and at the time and place that reasonably allows Association members to attend. The Association president or his/her designee shall draw for any person unable to be in attendance. All affected teachers will be notified in writing of the results of the drawing within one week.

3. A copy of the seniority list and all subsequent updates shall be provided to the Association by December 15 of each year. Errors, omissions, and/or deletions in or to the list will be noted and made as required to conform to this Agreement. The Seniority list shall contain the names of bargaining unit members only.
4. Schedule B assignments shall not be used to determine seniority.

ARTICLE XVI -CLASS SIZE

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

Developmental Kdg.	20
Kindergarten	23
Transition	20
First Grade	23
Second Grade	23
Third Grade	26
Fourth Grade	26
Split Grades (1-4) *	20
Fifth Grade	26
Sixth Grade	26
Split Grades (5-6)*	23
Seventh Grade	27
Eighth Grade	27
Ninth Grade	27
Tenth Grade	27
Eleventh Grade	27
Twelfth Grade	27
Physical Education	40 w/1 teacher/gym 50 w/2 teachers/gym
Industrial Arts	22
Vocational Shop	22
Homemaking	22
Keyboarding	31

Spec. Ed As Per State and Federal Regulations

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

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

- B. If for any reason the class size maximum, as defined by Article XVI, Section A., is exceeded, the District shall provide the effected teacher(s) with the following relief: The Board shall pay the K-6 teacher(s) who has an overload at the rate of \$6 day/student/day enrolled. In grades 7-12 (including all subject areas), the teacher(s) shall be paid \$1.20 /hour/day the student is enrolled. This additional compensation shall be paid in a lump sum at the end of each semester.
- C. Any new classes that are established and not included above shall have a class size mutually agreed upon by the Association and Board.
- D. Special Needs Student Inclusion.
In consideration for the unique adjustments to the regular education classroom required to accommodate special needs students, every effort will be made to maintain an equitable distribution of special needs students assigned to the regular education

classrooms.

ARTICLE XVII
Compensation for Teaching Personnel

- A. Teachers hired to perform teaching services longer than the regular school year will be paid their daily rate in direct proportion to the extra services to be performed.
- B. All members of the FEA will be reimbursed one-sixth (1/6) of their daily rate if a preparation period is not provided. Whenever a member agrees to substitute for another teacher during their preparation period, counselors and librarians included, the member shall be compensated at the rate of thirty dollars (\$30) per hour. Comparable time will be allowed to the Elementary Staff. The preparation period is designed for professional education activities.
- C. Teachers new to the Farwell System may be given credit for up to five (5) years of K-12 teaching experience, at the discretion of the Board. They will be allowed extra service up to an amount equal to step nine when they are placed on Tenure for the succeeding year.
- D. Longevity pay will be granted at the rate of 1% at the B.S. base for each year of service in the Farwell System beginning with the eleventh year.
- E. Teachers hired part time or job sharing will be given experience credit pro-rated according to the time taught. (One-half time will receive one-half step of experience credit or longevity.)
- F. Teachers, who with prior administrative authorization attend in-services, workshops, or other training sessions, will be reimbursed for all reasonable expenses.
- G. When an FEA member is scheduled to leave their classroom assignment early due to an extra curricular assignment, the district will provide qualified substitutes.
- H. Payroll Schedule: Teachers may elect to receive their salary under one of the following options:
 - 1. Contract year: Spread in equal installments over the contract year, generally August to August (26 pays), or
 - 2. School year: Spread in equal installments over the school year, generally August to June (21 pays), or
 - 3. Lump sum: Spread in equal installments as though over the contract year but with a lump sum in June for the balance (20 + 1 pay which is lump of last 6 pays).
- I. Educational Specialist
 - 1. Full-time teachers with ten (10) or more years of service in the Farwell Area Schools may elect to apply for the position of Educational Specialist. The Board shall create a total of eight (8) such positions. The eligible teacher may select this position for one, two or three years. At any one time no more than 8 (eight) employees may

participate in this plan.

2. Teachers must apply for the positions in writing to the Superintendent of Schools by October 1. The positions will be filled on the basis of seniority if there are more applicants than positions available. Teachers applying for these positions must have a minimum of ten (10) years in the Farwell Area School system and a working knowledge of the District's policies, practices and curriculum. As a condition of eligibility, the teacher shall, upon accepting assignment to the Educational Specialist position, submit his/her resignation from his/her employment with the Farwell Area Schools with an effective date for his/her termination at the completion date of his/her first assignment in the Educational Specialist position. Those serving in these positions shall be given an individual extracurricular contract setting forth the duties expected. The duties shall be assigned by the Superintendent and, unless otherwise arranged with and approved by the Superintendent, shall be related to school improvement and/or accreditation needs of the school district.
3. The Educational Specialist positions shall be compensated at a rate according to the provisions of Schedule B.

ARTICLE XVIII - Insurance Protection

- A. Upon receipt of written application, the Board agrees to provide the following insurance benefits:

Plan I Health insurance generally equivalent to the MESSA Super Care I Rev 2003 insurance with \$100/200 deductible (The district will reimburse all insured members \$50/100 each January), \$5-10 Rx, Preventive Care Rider and Hearing Care Rider.

Long Term Disability

66 2/3%

\$5,000 monthly maximum

90 calendar days modified fill

Freeze on offsets

Alcoholism/drug 2 years

Mental/nervous same as any other illness

Dental insurance generally equivalent to Delta

Dental – Class I at 80%, Class II at 80%, Class III at 80%, Class IV at 80%: Lifetime Maximum of \$2,000

Negotiated Life \$50,000 AD&D

Vision insurance generally equivalent to VSP-2 Silver

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

Plan II Dental insurance generally equivalent to Delta
Dental – Class I: 80 %, Class II: 80%, Class III: 80%, Class IV: 80%, \$2,000 maximum.

Vision insurance generally equivalent to VSP-3 Gold

Negotiated Life \$50,000 AD&D

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

Long Term Disability

66 2/3%

\$5,000 monthly maximum

90 calendar days modified fill

Freeze on offsets

Alcoholism/drug 2 years

Mental/nervous same as any other illness

Tax Sheltered Annuity - The single subscriber rate for the health insurance provided to teachers selecting Plan II

- B. Every eligible teacher may elect either Plan I or Plan II, but not both. If husband and wife are both employed as teachers, only one of them may make an election of Plan I.
- C. The insurance benefits set forth in this Article will be prorated for less than full-time teachers; i.e., if a teacher works one-half time, the Board shall be obligated to pay only one-half of the applicable premiums. The premiums for which the Board is not obligated may be deducted from the teacher's salary.
- D. It is the Board's obligation to pay the full twelve-month premium cost for insurance provided in this Article with the following teacher co-payments:

2005-2006 School Year – teachers will pay \$16 per month;
2006-2007 School Year – teachers will pay \$35 per month;
2007-2008 School Year – teachers will pay \$50 per month.

Insurance premiums in excess of the Board's obligation may be deducted from the teacher's salary in conjunction with a Section 125 Flex Spending Plan.

- E. An insurance review committee comprised of the superintendent of schools, the Board Personnel Committee and three members of the Association's negotiating committee shall be established. The insurance review committee shall select the insurance carriers which will be contracted to provide the insurance benefits of which Plan I and Plan II are comprised. The carrier is to be selected based upon which carrier will provide the designated insurance benefit at the lowest cost to the Board. Service and acceptability by the provider is to be included in the criteria.
- F. No teacher shall be eligible for the insurance benefits provided in this Article until the teacher has been enrolled for coverage by the insurance carrier(s).

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

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

**ARTICLE XIX
TERMINATION PAY AND RETIREMENT POLICY**

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

YEARS OF SERVICE	PERCENTAGE OF PRECEDING YEAR'S SALARY
30-31	55%
32-33	50%
34-35	45%
36-37	40%
38-39	35%

40 PLUS 0% (Refer to Section A)

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

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

**ARTICLE XX
PROFESSIONAL DEVELOPMENT-**

The professional development will be as follows:

- A. Five (5.0) equivalent days as defined in calendar. For the 2005-2006 school year those days are as follows:

August 22, 23 (2 days)
October 17(full day)
January 3 (1/2 day)
February 17(full day)
May 15 (1/2 day)

For the 2006-2007 school year those days are as follows:

September 5, 6, 7 (3 days)
October 16 (1 RESD day)*
February 19 (1 RESD day)*

For the 2007-2008 school year those days are as follows:

August 28, 29 (2 days)
October 15 (1 RESD day)*
February 18 (1 RESD day)*

** These dates are tentative based on the RESD calendar for professional development.*

- B. Additional nine (9) hours of professional development will be done by all teachers. For sessions outside the 8:00 A.M. - 3:30 P.M. school time, sessions will be scheduled from 1 to 2 hours. Staff members will be given ten (10) working days notice before each session.

**ARTICLE XXI
ESEA IMPLEMENTATION**

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

1. A teacher who passes the Michigan Teacher Certification Basic Skills Test and/or subject area test(s) in order to become "highly qualified" under ESEA shall be reimbursed for the test registration fee(s). This provision shall apply only to teachers who, in the second semester of the 2004-2005, are teaching in areas in which they are not highly qualified. Any teacher who voluntarily takes and passes the test at the request of an administrator shall be reimbursed for the test registration fee(s).

2. By October 1, 2005, the District will notify all bargaining unit members of their "highly qualified" status under the ESEA and the criteria under which they are qualified.

By October 15, 2005, bargaining unit members shall correct any inaccurate information provided in the District's September 1 notice.

Those bargaining unit members who have not attained "highly qualified" status by May 1, 2006 shall be treated as displaced under Article XIV for staffing purposes.

Any member failing to meet the "highly qualified" provisions of the esea becomes displaced and retains all of his seniority rights accorded in the Master Agreement.

3. Any bargaining unit member who is laid off due to his/her not meeting the requirements for "highly qualified" status under the ESEA shall have recall rights for four years. The bargaining unit member shall be recalled to the first available vacancy for which he/she is certified and qualified. However, the district will not involuntarily transfer any bargaining unit member into a position for which he/she is not highly qualified.

ARTICLE XXII MISCELLANEOUS

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

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

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

ARTICLE XXIII

Duration of Agreement

- A. This agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2008. Fringe benefits will be paid through September 30, 2008.

*FARWELL AREA SCHOOLS
BOARD OF EDUCATION*

*FARWELL EDUCATION
ASSOCIATION*

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

Dated this _____ day of _____, 2005

Association Negotiation Team 2005

Mike Chapo
Dee Smedley
Mary E. Lee
John Pakledinaz
Carolyn Bollinger
Amy Rohdy
Dave Sapp
Kathleen Tucker, MEA Uniserv

**Appendix A
Schedule A
Teacher Pay Scales**

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

The salary increase for 2005-06 shall be ½% over the 2004-05 salary schedule.

The salary increase for 2006-07 shall be 1.25% over the 2005-06 salary schedule.

The salary increase for 2007-08 shall be 2.0% over the 2006-07 salary schedule.

Eliminate Index 1.5775 and Step 10.5 from salary schedule beginning with the 2006-07 school year:

2005-2006						
INDEX	STEP	B.A./B.S.	B.A. +20 SEM HRS APPROVED PROGRAM OR PERMANENT CERTIFICATE			
			M.A. OR B.A. +36 SEM HRS +PERM OR PROFESSIONAL CERTIFICATE		M.A. + 20 SEM HRS OR B.A. + 55 SEM HRS + PERM OR PROFESSIONAL CERTIFICATE	
1.0000	0	31,646	32,776	34,470	35,599	
1.0550	1	33,387	34,579	36,366	37,557	
1.1100	2	35,127	36,381	38,262	39,515	
1.1650	3	36,868	38,184	40,158	41,473	
1.2200	4	38,608	39,987	42,053	43,431	
1.2750	5	40,349	41,789	43,949	45,389	
1.3300	6	42,089	43,592	45,845	47,347	
1.3850	7		45,395	47,741	49,305	
1.4400	8		47,197	49,637	51,263	
1.4950	9		49,000	51,533	53,221	
1.5500	10		50,803	53,429	55,178	
1.5775	10.5		51,704	54,376	56,157	
1.6050	11		52,605	55,324	57,136	

2006-2007

INDEX	STEP	B.A./B.S.	B.A. +20 SEM HRS APPROVED PROGRAM OR PERMANENT CERTIFICATE	M.A. OR B.A. +36 SEM HRS +PERM OR PROFESSIONAL CERTIFICATE	M.A. + 20 SEM HRS OR B.A. + 55 SEM HRS + PERM OR PROFESSIONAL CERTIFICATE
1.0000	0	32,042	33,185	34,901	36,719
1.0550	1	33,804	35,010	36,821	38,739
1.1100	2	35,567	36,835	38,740	40,758
1.1650	3	37,329	38,661	40,660	42,778
1.2200	4	39,091	40,486	42,579	44,797
1.2750	5	40,854	42,311	44,499	46,817
1.3300	6	42,616	44,136	46,418	48,836
1.3850	7		45,961	48,338	50,856
1.4400	8		47,786	50,257	52,875
1.4950	9		49,612	52,177	54,895
1.5500	10		51,437	54,097	56,914
1.6050	11		53,262	56,016	58,934

2007-2008

INDEX	STEP	B.A./B.S.	B.A. +20 SEM HRS APPROVED PROGRAM OR PERMANENT CERTIFICATE	M.A. OR B.A. +36 SEM HRS +PERM OR PROFESSIONAL CERTIFICATE	M.A. + 20 SEM HRS OR B.A. + 55 SEM HRS + PERM OR PROFESSIONAL CERTIFICATE
1.0000	0	32,682	33,849	35,599	37,453
1.0550	1	34,480	35,711	37,557	39,513
1.1100	2	36,277	37,572	39,515	41,573
1.1650	3	38,075	39,434	41,473	43,633
1.2200	4	39,872	41,296	43,431	45,693
1.2750	5	41,670	43,157	45,389	47,753
1.3300	6	43,467	45,019	47,347	49,812
1.3850	7		46,881	49,305	51,872
1.4400	8		48,743	51,263	53,932
1.4950	9		50,604	53,221	55,992
1.5500	10		52,466	55,178	58,052
1.6050	11		54,328	57,136	60,112

additional extra

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

Programs listed are not necessarily allowed every year. All extra-pay activities must have program content approval before amount of pay is approved. Deductions will be made from pay items when conducted between 8:15 A.M. and 3:30 P.M. on school days. Bargaining unit members shall be awarded Schedule B positions over non-bargaining unit members if the bargaining unit member is as qualified or more qualified than the non bargaining unit member.

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

Head Varsity Coaches will receive an additional ½% for each program for which they are responsible (Hiring, evaluating, and training coaches including observing practices and contests). Programs mean J.V., 9th, 8th, 7th grade. A Girl's varsity coach is not responsible for a boy's program and vice-versa.

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

In the event the Board of Education established approved summer recreation programs, a Varsity head coach would be paid \$10.00/hr. or an assistant coach would be paid \$9.00/hr. for supervising student activities. Only one coach would be paid per hour of supervision.

<u>Football</u>		<u>Basketball-Boys-Girls</u>	
Head Coach	10%	Head Coach	10%
J.V. Head Coach	8%	Asst. Coach-J.V	8%
Asst. Coaches (Max.3)	7%	9th Grade Coach	6%
9 th Grade Coach	7%	8th. Grade Coach (2 @)	3% ea.
9 th Grade Asst. Coach	6%	7th. Grade Coach (2 @)	3% ea.
<u>Wrestling</u>	10%		
<u>Track</u>		<u>Volleyball</u>	
Head Coach	7	Head Coach	6%
Asst. Coach	5%	Junior Varsity	4%
Jr. Girls	4%	9 th Grade	4%
Jr. High Boys	4%		

<u>Golf</u>		<u>Cheerleading</u>	
Head Coach	7%	Varsity	6%
		Junior V.	3%
		9 th Grade	2%
<u>Skiing</u>		8 th	2%
High School	6%	7 th	2%
Middle School	2%		
		National Honor Society	2%
<u>Yearbook</u>	6%	National Honor Soc. Asst.	1%
<u>Inst. Music-H.S.</u>	10%	<u>Pom-Pon</u>	2½%
Inst. Music- Jr. High	3%	<u>Dramatics-H.S.</u>	10%
<u>Softball Head Coach</u>	7%	<u>Cadet Teachers</u>	2%
Asst. Coach J.V.	5%		
		<u>Class Advisors</u>	
<u>Baseball</u>		Grade 7 & 8 (1 each)	\$100
Head Coach	7%	Grades 9 & 10 (2 each)	2%
Asst. Coach J.V.	5%	Grades 11 & 12 (2 each)	3%
<u>Noon Duty</u>		<u>Student Council HS</u>	3%
Noon Duty	2 Noon Duty	S.C. HS Assistant	1%
	Compensation days	S.C. MS (7-8 grades)	1%
	per semester/person		
		<u>Foreign Language Club HS</u>	2%
<u>Saturday Detention</u>	\$50/half day		
	\$70/day	<u>Vocal Music HS</u>	4%
Quiz Bowl	2%	RIF	2%
Academic Track	2%	Science Olympiad	2%
Odyssey of the Mind	2%	Summer School Teaching	\$50/hr.
Committee Stipends	½% of BA Base		
(Approved by Admin.)	per comm. Co-chair 1% of BA Base		
School newsletter	\$250		
Educational Specialist:			
First Year –	6.35% of BA Base		
Second Year –	6.35% of BA Base		
Third Year –	6.35% of BA Base		

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

Noon Duty Compensation days must be used during the same year in which they are earned, and may be used to extend a vacation and holiday and must follow the other guidelines for personal days.

APPENDIX C School Calendars 2005-2008

	2005-06	2006-07	2007-08
District Professional Dev. Days- No School For Students	August 22, 23	September 5, 6, 7	August 28, 29
<u>First Student Day</u>	<i>August 24</i>	<i>September 11</i>	<i>September 4</i>
Labor Day Vacation—No School	September 2 & 5	N/A	Aug 30-Sept 3
District Professional Dev. Days – No School For Students	October 17	October 16*	October 15* <i>Dec 3</i>
2 nd Marking Period Begins	October 24	November 6	November 5
<i>Parent Teacher Conf (1-8) – No School for Students</i>	<i>October 27</i>	<i>November 9</i>	<i>November 8</i>
Deer Day Vacation – No School	November 15	November 15	November 15 <i>Oct 16</i>
Thanksgiving – No School	November 24 & 25	November 23 & 24	November 22 & 23
End of 1 st Semester in 2005-06	December 21	(see below)	(see below)
Winter Vacation – No School	December 22-January 2	December 22-January 1	December 21-January 2
<i>Half Records/Half PD Day - No School For Students in 2005-06</i>	<i>January 3</i>	<i>(see below)</i>	<i>(see below)</i>
Classes Resume	January 4 **Also begins 3 rd Marking Period	January 2	January 3
End of First Semester for 2006-07 and 2007-08	(see above)	January 12	January 18
<i>Records Day (Half Day) – No School For Students in 2006-07 and 2007-08</i>	<i>(see above)</i>	<i>January 15</i>	<i>January 21</i>
3 rd Marking Period Begins for 2006-07 and 2007-08	(see above)	January 16	January 22
District Professional Dev. Days – No School For Students	February 17	February 19*	February 18*
4 th Marking Period Begins in 2005-06	March 6	(see below)	(see below)
Spring Vacation – No School	March 27-April 2	March 19-March 25	March 21-March 30
Classes Resume	April 3	March 26	March 31
4 th Marking Period Begins in 2006-07 and 2007-08	(see above)	March 26	March 31
Good Friday Vacation – No School	April 14	April 6	N/A
End of Second Semester – Last Day For Students in 2005-06 and 2006-07	May 12	May 25 (Half Day Students – Full Day For Staff – Records)	(see below) <i>May Mem Day 26</i>

*End of 2nd Semester
Last day for students
March 23
Last day
2 Records Day
June 5
June 6*

Half Records/Half PD Day in 2005-06	May 15	(see above)	(see below)
Memorial Day Vacation – No School	N/A	N/A	May 26
End of Second Semester – Last Day For Students in 2007-08	(see above)	(see above)	June 5
Half Records Day in 2007-08			June 6

**APPENDIX D
FARWELL AREA SCHOOLS
TEACHER EVALUATION FORM**

Teacher _____ Grade/Subject _____
 Evaluator _____ School _____ Date _____
 Probationary _____ Tenure _____

	Meets or Exceeds Acceptable Standards	Needs Improvement	Unsatis- factory	Not Observed	Indicators/ Comments
A. Knowledge of Subject Matter					
1. Demonstrates appropriate knowledge of subject matter in assigned teaching responsibility					
2. Responds knowledgeably to students' questions on subjects.					
3. Accesses current resources in areas of teaching responsibility					
B. Teaching Methodology					
1. Develops and maintains a stimulating and productive learning environment.					
2. Recognizes individual differences among students in terms of social and academic development.					
3. Provides instruction that is appropriate according to the designated curriculum of the school district.					

4. Clearly present objectives in lesson presentations.					
5. Implements methods for assessing, evaluating and adjusting teaching methods according to the capabilities and readiness of students.					

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Meets or Exceeds
Acceptable
Standards

Needs
Improvement

Unsatis-
factory

Not
Observed

Indicators/
Comments

6. Utilizes learning materials that are relevant to the objectives and goals of the curriculum/lesson.					
7. Evaluates instructional effectiveness in terms of student learning.					
8. Develops and maintains a physical classroom environment that is conducive to learning.					
9. Develops, implements and maintains methods of instruction that serve to optimize the quality of learning in the classroom:					
a. Communicates daily lesson objectives and goals clearly to students.					
b. Focuses student attention.					
c. Utilizes effective time management in organizing the classroom for learning.					
d. Implements effective pacing in presenting daily learning activities to students.					
e. Sets tasks at the correct level of difficulty for students.					
f. Utilizes effective methods in obtaining learning feedback from students on a daily basis.					

g. Monitors student comprehension and adjust methods before introducing new materials.					
h. Provides feedback to students.					

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Meets or Exceeds
Acceptable
Standards

Needs
Improvement

Unsatis-
factory

Not
Observed

Indicators/
Comments

i. Sets appropriate achievement expectations for all students in the classroom.					
j. Focuses on developing and implementing teaching methods that enhance critical and reflective thinking in students.					
k. Considers individual differences in students when making instructional decisions and when implementing the daily lesson.					
l. Utilizes a variety of instructional techniques and learning activities.					
m. Involves students in the learning process.					
10. Generates learning motivation and enthusiasm in students.					
C. Student Management					
1. Assumes responsibility for overall discipline					
2. Enforces school and classroom rules.					
3. Handles student discipline problems effectively.					
4. Uses consistent and fair treatment with students.					

5. Utilizes a reasonable variety of techniques and methods for remedying unacceptable student behaviors.					
6. Provides a positive and controlled learning environment.					

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Meets or Exceeds
Acceptable
Standards

Needs
Improvement

Unsatis-
factory

Not
Observed

Indicators/
Comments

D. Rapport with Parents, Students and Staff					
1. Gains confidence and respect of pupils					
2. Maintains confidentiality about pupils and their families.					
3. Promotes positive self-image in students.					
4. Works understandingly and cooperatively with parents.					
5. Communicates effectively with parents.					
6. Encourages parent involvement and contact.					
7. Cooperates with colleagues.					
8. Accepts share of responsibility.					
9. Demonstrates self-control.					
E. Professional Involvement					
1. Seeks suggestions from administration and colleagues.					
2. Keeps aware of current educational developments.					

3. Willing to experiment with new methods.					
4. Participates in inservice meetings and other growth opportunities.					

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Meets or Exceeds
Acceptable
Standards

Needs
Improvement

Unsatis-
factory

Not
Observed

Indicators/
Comments

F. Personal/Professional Characteristics					
1. Meets the physical and psychological demands of the teacher assignment.					
2. Completes task efficiently and on time.					
3. Maintains accurate records.					
4. Complies with building and District rules, regulations, directives and policies.					
5. Profits from constructive criticism.					
6. Attempts to improve teaching effectiveness.					
7. Demonstrates proficiencies in oral/written communication.					

G. OVERALL EFFECTIVENESS

Comments by Principal: _____

Comments by Teacher: _____

—
H. GOAL STATEMENT

—
Indicators

Resources Necessary (Assistance) _____

—

Time Line _____

—

Progress Toward Goal Statement _____

—

Where a teacher has received a rating on any evaluation criterion of "needs improvement" or "unsatisfactory" the rating shall be substantiated with specific examples. A goal statement shall be completed for each deficiency by the Principal in consultation with the affected teacher.

Overall Performance of this Teacher is: _____ Meets or Exceeds Acceptable Standards
_____ Needs Improvement _____ Unsatisfactory

Signatures

Principal

Date

Teacher

Date

The teacher's signature is to indicate that he/she has reviewed and received the completed evaluation. The signature shall not be interpreted to indicate agreement with the content of the evaluation.

APPENDIX E
SICK DAY DONATION FORM

Farwell Education Association Copy:

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

Please Check
Appropriate Line

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

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

Signature of Applicant

Date

You are Responsible to Send Administration Copy to the Business Office

Administration Copy:

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

Please Check
Appropriate Line

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

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

Signature of Applicant

Date

**APPENDIX F
GRIEVANCE FORM**

**Farwell Education Association
Farwell Board of Education**

Step I A. Presentation to Principal-

Date: _____

B. Date of Occurrence: _____

C. Statement of Grievance:

D. Relief Sought:

Grievant's Signature

Date

E. Disposition by Principal:

Signature

Date

F. Disposition of Grievant:

Signature

Date

Step 2 A. Date filed with Superintendent: _____

B. Disposition by Superintendent:

Signature

Date

APPENDIX F: PAGE 2

(Step 2) C. Disposition of Grievant:

Signature

Date

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

B. Disposition by Board of Education:

Signature

Date

C. Disposition of Association:

Signature

Date

Step 4 A. Date submitted to arbitration: _____

B. Disposition by arbitrator:

Signature

Date
