
Master Contract

between the

Farmington Board of Education

and the

F.E.A., MEA/NEA

2021-2025

Farmington, Michigan

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AGREEMENT

This AGREEMENT, made and entered into June 23, 2021 between the BOARD of EDUCATION of the FARMINGTON PUBLIC SCHOOL DISTRICT, Oakland County, Michigan (hereinafter referred to as the "Board"), and the FARMINGTON EDUCATION ASSOCIATION (hereinafter referred to as the "Association"). This AGREEMENT was mutually extended by both parties on May 1, 2023.

WITNESSETH

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

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

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

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

ARTICLE I – RECOGNITION

- A. The Board recognizes the Farmington Education Association as the exclusive and sole bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all certified teaching personnel under contract, including: Summer School teachers, coordinators, music, art, occupational and physical therapists, nursing arts teachers, psychologists, school social workers, other special education teaching personnel, preschool developmental teacher, counselors, instructional leaders, but excluding: Substitute teachers, Adult Education teachers, the Superintendent, Assistant Superintendents, Business Manager, Directors, Principals, Administrative Interns, Administrative Assistants, and all other supervisory and executive personnel within the meaning of the Public Employment Relations Act.
- B. Teachers on leave, under contract, shall be governed by the provisions of this Agreement, unless otherwise specified in this Agreement.
- C. The Board agrees not to negotiate with any teachers' organization other than the Farmington Education Association for the duration of this Agreement.
- D.
 - 1. As a condition of the effectiveness of this article, the Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of Agreement.
 - 2. The Association further agrees to indemnify the Board for any cost or damages, including unemployment compensation, which may be assessed against the Board as the result of said suit or action, subject, however, to the following conditions:

- a. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
- b. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the article or the defense, which may be assessed against the Board by any court or tribunal.
- c. The Association shall notify the Board of the Association's attorney, and the Association's attorney shall consult with the Board's attorney as to all phases of the suit or action.
- d. The Association shall have the right to compromise or settle any claim made against the Board under this article.

E. Definitions:

1. The term "teacher", when used in this Agreement, shall refer to all employees represented by the Farmington Education Association in the bargaining unit as above defined.
2. The terms "Board" and "Association" shall include authorized officers, representatives, and agent.
3. Whenever the phrases "in the opinion of", "at the discretion of", "as determined by", "at the will of", or similar terms are used, it shall be understood to confer responsibility for the decision without precluding a grievance based on an arbitrary or capricious decision.
4. Positions not requiring a valid Michigan teaching certificate or authorization.

ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES

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

3. The Association shall continue to have the right to place materials relating to the official business of the Association in the teachers' mailboxes. The Association building representative shall have the responsibility for placing of such materials and the content thereof.
 4. All Association materials posted or placed in teachers' mailboxes shall be identified as to its source.
 5. Pupils shall not be involved in the delivering of Association communications. It is understood that the use of communication media shall not interfere with regular school business.
- C. It is the responsibility of the Association to honor written Board policies and written administrative regulations not in conflict with the provisions of this Agreement.
- D. 1. Association officials who are not employees of the District shall be permitted to visit school premises to transact official Association business, provided they first report to the Principal's office (or other Board representative in appropriate instances) upon entry, and secure permission from the Principal (or other Board representative). Permission shall not be withheld if the Association official's visit will not interfere with or disrupt school operations.
2. With advance notice, any Association member may leave their building at the conclusion of the student's day for Association meetings, provided that this leaving does not interfere with nor disrupt school operation.
- These meetings shall be the following:
- a. F.E.A. Representative Assembly.
 - b. Committees set up in cooperation with the Board or administration.
 - c. F.E.A. general or bargaining unit meetings, not to exceed five (5) in any year.
 - d. Any F.E.A. committee meeting, provided the teacher gives notice to the Principal prior to the committee meeting they are attending.
3. Association business may be conducted during working hours, provided it does not interfere with nor disrupt school operation. Such business should be reasonable in length and should not interrupt classes. School telephones may continue to be used for Association business, providing such use does not interfere with nor interrupt school business.
- E. The Association agrees that it shall continue to admit all teachers to its membership without discrimination by reason of race, color, religion, creed, sex, sexual orientation, national origin, handicap, marital status, height, weight, or age, and to represent equally all teachers without regard to membership or participation in or association with the activities of any other teacher organization.
- F. 1. The Board will make available to the Association all public information, including the following (which shall be sent to the Association when they become available):

- a. Agendas and minutes of all Board meetings.
 - b. Annual and monthly financial reports and audits.
 - c. Budgets and budget revisions.
 - d. Student membership and census data.
 - e. Projected data: Financial resources and school population.
 - f. Board Policies and By-laws.
2. The Board will make available to the Association, as soon as possible, and no later than the end of the second (2nd) week of school, the names of teachers in the bargaining unit and the building to which they are assigned. Changes throughout the year shall be made available to the Association at the end of each month.
- G. 1. The Board will give the Association and individual teachers a reasonable opportunity to express their views before the Board takes final action on the following matters:
- a. Proposed Referenda on Operating Millages.
 - b. Proposed Referenda on Bond Issues.
 - c. Proposed major revisions of education policy and curriculum.
2. The decision of the Board on the above will be final and non-grievable providing the procedure set forth in this provision has been followed.
- H. 1. The Board shall provide, at no cost to the Association, released time for Association business as approved by the Association President, provided that the notice for leave has been submitted to the Personnel Office in advance, with a copy sent to the building Principal.
2. When these days accumulate beyond thirty-five (35) in any school year, the Association will reimburse the District for the substitute's pay, if a substitute is provided. Once a year, six (6) delegates will be released to attend the MEA Representative Assembly, without charge to the Association or the individual. If the Association does not use all of its allocated Association Days by the end of the contract year, it will be permitted to carry over the unused portion, to be used in the next fiscal year.
- I. The Board shall notify the Association when a substitute has taught sixty (60) consecutive days in one (1) specific teaching position.
- J. The Association shall reimburse the District the full cost of the District's MPSERS contributions for the Association release time that is consistent with ORS rules or guidance. The parties agree that for the 2021-22, 2022-23, and 2023-24 school years the Association President will receive release from teaching duties for one-half (0.5 FTE) of the school day. The parties agree for the 2024-25 School Year only the Association President may be released from teaching duties up to and including full-time if they select to be released. The Association shall inform the District no later than March 31 of the release time request for the next school year. The Board will provide the appropriate salary and fringe benefits in Article VII.

ARTICLE III – EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. Individual teachers shall have the right to use school building facilities for meetings at all reasonable hours, in accordance with existing Board Policies. A permit to use the building shall be secured at least twenty-four (24) hours in advance in each instance.
- B. 1. The Board will continue to apply the provisions of the Agreement without regard to race, color, religion, creed, sex, sexual orientation, national origin, disability, marital status, height, weight, or age.
2. **Anti-Harassment**
An environment of mutual respect for the rights and dignity of others must prevail if the Farmington Schools are to fulfill their educational purposes. Staff and Board of Education Members are encouraged to form, hold, and express their own beliefs and opinions. However, a Staff or Board Member's exercise of free expression must not interfere with the acknowledged rights of students, staff, Board Members, and other personnel to be free from derogatory or other objectionable conduct of a physical or verbal nature, based upon religion, race, color, national origin, age, sex, height, weight, marital status, sexual orientation, or disability where such conduct has the purpose or effect of substantially interfering with said person's employment or education, or creating an intimidating, hostile or offensive employment or educational environment. Any such conduct shall be considered harassment. It is the Policy of the School District to provide students, staff, Board Members, and other personnel with an atmosphere which is free from any form of harassment. Harassment of any kind by a supervisor, Board Member, or employee of the School District will not be tolerated. Swift, appropriate, and firm disciplinary action will be taken against any school District employee or Board Member found to have violated this policy against harassment. Based upon the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination.
3. **Reporting Procedures – See Board Policy**
- C. It is the written responsibility of all teachers to honor written Board policies and written administrative regulations not in conflict with the provisions of this Agreement.
- D. 1. All teachers shall be required to report an impending absence no later than one (1) hour before the scheduled reporting time. A telephone number for the automated system, as well as directions for the use of the system, shall be provided to all teachers. Selection of a type of absence does not negate any other mandated requirements for authorization or pre-approval that may otherwise exist. It is the responsibility of the teacher to record the confirmation number for his/her absence.
2. In each school, the Principal and staff will develop a procedure so that the Principal will know, at the beginning of each school day, if a group of students is unsupervised.
3. It is the teacher's responsibility to have adequate, written, lesson plans available for the next school day. The written lesson plans will be prepared and easily accessible to building administration. These plans or alternative plans will be available for the

substitute teacher in the classroom. The Administration will continue to encourage long-range planning by the teacher. Teachers shall keep two (2) days of emergency lesson plans available at all times.

4. Teachers will update grades in the electronic format chosen by the District. Secondary teachers will update grades within a reasonable time period, but no greater than one week after an assessment is due.
 5. The District and Association agree that teachers will work collaboratively in order to develop common assessments and analyze student achievement data with the goal of improving student learning.
 6. If the length of the absence needs to be extended, and if the teacher wishes to retain the same substitute teacher, he/she should enter that preference into the electronic reporting system as soon as possible.
 7. The Board will attempt to provide substitutes for all teachers except: coordinators, counselors, special education itinerant personnel, and reading specialists. It is understood that a classroom position will be filled by a substitute teacher first.
- E. In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Farmington Public School District that employees shall provide evidence of state of health, that that they are able to attend to their assigned duties without undue absence during the ensuing year. Teachers recognize that they must comply with state health regulation.
- F.
1. In any situation (such as severe weather, etc.), when in the opinion of the Superintendent of Schools it is necessary to discontinue regular classes for pupils in the entire District, information will be provided through designated electronic communication as soon as possible. Teachers will not be required to report for the first six (6) incidences of District-wide closing. In the case there is a professional development activity planned for the day of a District-wide closure, this day may be held virtually. After six (6) District-wide closure days, bargaining unit members may have to report virtually, as determined by the Superintendent.
 2. In the event the Superintendent of Schools determines that an individual building is not accessible, or is unsuitable for occupancy because of heating-plant failure or health problems, students will be notified not to report through designated electronic communication. In the case of an individual building closing, teachers either will be notified where to report or not to report, and the Association will be advised of the Superintendent's decision as soon as possible.
- G. Teachers who are unable to attend school due to weather problems in their home area will be charged a personal business day if every attempt has been made to attend school. In the event a personal business day is not available for the teacher's use, the teacher may use a sick day. If neither a sick day nor a personal day are available, the teacher will be charged the cost of the substitute.
- H.
1. It is the responsibility of teachers to be properly certified and meet all of the

qualifications of the position for which they are employed.

2. It will be the responsibility of teachers to notify the District and Association as soon as possible of any change of name, address or telephone number following initial employment or while on a leave of absence.
- I. Any and all responsibilities related to the submission of state, county, and School Board reports will be accomplished apart from classroom instructional time.
- J. Factual information in possession of the Board which involves a teacher shall, upon the written request of the teacher, be made available to said teacher and the Association, if the teacher so requests.
- K. Failure to provide adequate notice consistent with Article VII.E. will result in the loss of part of the retirement benefit provided by the District.
- L. **Part-time Positions**
Any teacher who requested and was granted a shared-time position, and was subsequently assigned by the District to a part-time position, will retain all of the rights of a shared-time teacher as provided in Article X.C. 1.-3. The one exception will be that the teacher will qualify for medical coverage as a part-time teacher as provided in Article VII.B.2.d.

ARTICLE IV - BOARD RIGHTS AND RESPONSIBILITIES

- A.
 1. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of Michigan and of the United States, including the foregoing, but without limiting the generality of: the determination and administration of educational policy; the operation of the school; the management and control of school properties, facilities, grades and courses of instruction; and the selection, direction, transfer, promotion, discipline, or dismissal of the personnel.
 2. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, and the adoption of such rules, regulations, and policies, as it may deem necessary, shall be limited only by the terms of this Agreement.
- B. It is mutually agreed that the Board retains the right to establish and equitably enforce reasonable rules and regulations which relate to the professional duties of the teacher. Copies of these rules and regulations will be made available upon request to the Association.
- C. The Board and the Association agree that the atmosphere of academic freedom which has prevailed in the Farmington Public School District should be continued as a means of fostering good teaching and learning. Academic freedom will exist subject to the curriculum established by the Board of Education.
- D. The Board shall provide the Association with a copy of all job descriptions of members in the bargaining unit on or before September 15, or as they are prepared.

- E. The Board, in cooperation with the Association, will actively seek minority group personnel, thereby insuring multi-ethnic representation on the school staff.
- F. The board shall provide the association president notification of any incidents of threats of violence against a school, staff, and/or student population, or a school lockdown if the District believes such incident requires community notification.

ARTICLE V - WORKING AND TEACHING CONDITIONS

A. Working Conditions

- 1. a. The regular working day, including lunch period, shall be seven (7) hours and fifteen (15) minutes. Unless otherwise specified in this agreement, work time will be scheduled by the building principal for: classroom instruction of students, preparation and planning, conferences with parents and students, supervision of students, and staff meetings. This workday shall not require teachers to monitor student recess or student lunch unless mutually agreed upon with the teacher. When staff at the site propose that a change needs to occur in how that time is scheduled and the principal agrees, they will work collaboratively to address the issue. The Association President will be notified and provided the opportunity for input. No change will occur unless a majority of the staff that is affected is in agreement. In addition, any change implemented at an individual site will not conflict with any provision of this agreement nor will it be precedent setting for other sites. Furthermore, District-wide initiatives that are not in violation of this agreement will be implemented as approved by the Board of Education.
- b. The starting and ending times of teachers shall not be altered without giving the Association an effective voice in the decision.
- c. Unless otherwise specified, K-8 building(s) shall follow the working conditions of the elementary schools provided in this agreement.
- d. Parent-Teacher Conferences
 - 1) The following number of parent-teacher conferences will be required annually:

Kindergarten	-	Three or Five conference sessions
Grades 1-5	-	Three or Five conference sessions
Middle School	-	Three or Five conference sessions
High School	-	Three or Five conference sessions

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

- 2) It is understood that classroom teachers will be available to meet with the parents of all students enrolled in their classes during the allocated fall conference schedule. In the spring, the allocated conference schedule will be utilized by classroom teachers to meet with those parents with

whom the teacher determines it is necessary to meet, taking into account the academic, social and emotional needs of their individual students, and with those parents who request a conference. Teachers will provide conference schedules to their supervisors upon request. All teachers will be present during the allocated fall and spring conference schedules unless they are ill, experience a personal emergency, or alternative arrangements are made with the approval of their principal/supervisor.

e. Professional Development Hours

The District will offer, and all teachers will participate in, professional development opportunities as required in Section 380.1527 of the Michigan Revised School Code. This professional development may be a combination of district-wide, building level and teacher selected in-service. Teachers are responsible for documenting these hours using the state's system (MOECS). Teachers are encouraged to log professional development hours online as they complete them throughout the year. The District will consider providing opportunities for teachers to earn State Continuing Education Clock Hours (SCECH's) and/or District Provided Professional Development (DPPD).

- 1) The professional development hours required of part-time/shared time teachers will be prorated (ex: a half-time (.5) teachers will complete one half (1/2) the hours required of a full-time teacher).
- 2) Teachers who are hired after the beginning of the school year will complete the professional development hours offered by the District subsequent to their date of hire. Teachers who are not at work due to FMLA or extended sick leave will complete the professional development hours offered by the District subsequent to their return.
- 3) In the event that the state reduces the requirements for staff development days, teachers will be required to complete a maximum of twelve (12) hours of training per year, which will include the District in-service day (six hours) and six (6) additional hours.
- 4) Failure to comply with the above annual requirement may result in the docking of one hour's pay for each hour of building and teacher choice in-service that is not completed and/or disciplinary action.
- 5) All teachers will engage in six (6) hours of self-selected professional development aligned with Michigan Department of Education (MDE) guidelines outside their regular work day. Teachers are responsible for documenting these hours using the state's system (MOECS) not later than May 31st. Failure to comply with this requirement will result in the docking of one hour's pay for each hour of self-selected professional development that is not completed.
- 6) With respect to professional development for new teachers in their first three years of their career (in accordance with Section 1536 of the school

code), and the teachers in their first year in Farmington, to be better exposed to best practices in the District, it is expected that such teachers shall attend the summer probationary teacher orientation/teacher training session, and up to an additional eight (8) hours of professional development as determined by the District outside of the teacher workday without additional compensation. These hours shall be SCECH eligible from the District. The District will pay up to four (4) stipends of three-thousand dollars (\$3,000.00) per year to be paid to teacher leaders administering and implementing the program.

2. a. Any teacher who is assigned or volunteers to supervise student activities outside the teacher's regular work day shall be paid at a rate set forth in Appendix B. Such assignments shall include:
 - 1) Dances.
 - 2) Grade or class parties (that are scheduled beyond the regular work day of teachers).
 - 3) Athletic events or programs.
 - 4) Music and art programs.
 - 5) Dramatic productions.
 - 6) Student fairs.
 - 7) Club-sponsored events, excluding regular club meetings and trips.
 - 8) Test proctor (Saturday Testing Program).
 - 9) Commencement exercises (except senior class sponsor).
 - 10) Bus supervision after the teacher's regular workday.
 - 11) Emergencies as determined by the administration.
 - b. Such assignments shall be offered to the members of the bargaining unit first. Such assignments may be filled by persons outside the bargaining unit, if no teacher volunteers are available. The rate for such persons outside of the bargaining unit will be determined by the Board.
 - c. Payment for such activities shall not be funded from the student organization finances.
3. a. The teachers recognize that their responsibilities to their students and profession require the performance of duties that involve the expenditure of time beyond that of the regular working day. Among these responsibilities and duties are the following:
 - 1) Daily preparation for effective teaching.
 - 2) Correcting student written work, including examinations.
 - 3) Attending faculty meetings.
 - a) Building meetings, as necessary, for the efficient functioning of the educational program of the school.
 - b) System-wide meetings, when necessary, for the efficient functioning of the educational program of the District, including grade level and departmental meetings.

- c) In elementary schools, no more than ten (10) mandatory staff meetings per year may be held, except in an emergency. The building administrator may schedule additional meetings but must indicate with the notification that attendance is optional.
 - d) Teachers will, in addition to the 186 work days set forth in the calendar, participate in twenty (20) hours of PLT/PLC time, based on the recommendation of the PLT/PLC Steering Committee representing both the District and the Association.
 - 4) Annual Open House or Curriculum Night.
 - 5) Teachers will confer with parents at times other than formal reporting periods, preferably in accordance with their scheduled workday and during their conference period.
 - 6) The teacher occupying a split school assignment will be responsible for attending building meetings on an alternating basis and open house only at the school where the teacher completes the afternoon portion of their assignment.
 - b. Participation by teachers in activities of the school that are attended by the public; e.g., P.T.A. meeting, and student performances and activities, is desirable and shall be encouraged by the Association.
4. It is agreed that, upon reasonable request of a teacher in situations or for purposes which cannot be accomplished at any other time, the principal may permit a teacher to leave the building during the regular working day other than at times when the teacher is directly involved in the instruction of children, and providing the teacher's absence from the building in no way interferes with the normal operation of the school.
5. Lunch Period:
 - a. Elementary: Elementary teachers shall be provided with a duty-free, continuous lunch period of at least forty-five (45) minutes.
 - b. K-8: K-8 teachers, shall be provided with a duty-free continuous lunch period of at least forty-five (45) minutes.
 - c. Middle School and High School: Each middle school and high school teacher will have a duty-free, continuous lunch period of at least thirty (30) minutes.
 - d. Teachers in the building during the lunch period shall continue to respond to emergency situations as they may occur from time to time.
6. Conference and/or Preparation Periods:
 - a. Middle School and High School: Each middle school and high school teacher shall be scheduled with a conference and/or preparation period,

equivalent to a regular class period, each day, except that from time to time this period may be used for assembly programs.

- b. Elementary: Elementary teachers will have preparation time built into their schedule. Students shall not remain in a teacher's assigned classroom while a teacher is on their assigned preparation time, unless agreed to, asked, or required to do so by the teacher.
- c.
 - 1)
 - a.) The District will provide a minimum of two hundred (200) minutes per week for classroom teachers to conference and prepare.
 - b.) In the event the District fails to provide 200 minutes of planning time per week as set forth above due to the unavailability of a substitute(s), Teachers will be paid an hourly rate of \$30.75 computed to the nearest quarter (1/4) hour.
 - 2) The District will provide the two hundred (200) minutes per week set forth for classroom teachers in 1)a) above, for non-classroom teachers. Non classroom teachers will include, resource room, learning center/reading recovery, media specialists, art, music, physical education, foreign language, science, English Language, ASD, and EI, and SMI/SXI located at elementary schools. The District will schedule the above conference time in blocks of fifteen (15) minutes or more.
- 7. Total instructional time at all levels will be provided consistent with the requirements established in law. It is understood that the total hours required may vary during the length of the contract.
- 8. Due to the need for summer counselor services at the secondary level, one (1) counselor will be scheduled for up to fourteen (14) days at each high school and eight (8) days at each middle school. The building administration and the counselors will develop the summer schedule. The position will be filled on a voluntary basis by the counselors. If more than one (1) counselor is interested in the position, the days will be equally divided among all interested counselors. If an odd number results, the additional day(s) will be given to the counselor with highest seniority. With agreement of all involved counselors a variation other than an equal split of the schedule may be approved. If no counselor voluntarily applies for the days, each counselor will be assigned for up to two (2) days.

In lieu of days worked during the summer recess, counselors will be provided an equal number of compensatory days during the traditional calendar year following the summer recess. These days must be approved in advance by the building administrator.

B. Teaching Conditions:

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

- a. Storage space for teachers, closet space for teachers to store personal belongings, and storage space in classrooms for instructional materials.
 - b. Chalkboard/white board space in classroom.
 - c. Copies of texts used in courses teachers are to teach, for their use.
 - d. Dictionaries in classrooms where needed.
 - e. Attendance books, papers, pencils, and the like required in daily teaching, in reasonable quantity.
 - f. Keys to a locked personal storage space for each teacher.
 - g. Filing space.
 - h. Forms consistent with the Master Agreement.
2. The Board agrees to continue to work toward providing instructional space in school buildings for itinerant personnel. Such space will be scheduled and posted by the building principal, prior to special service personnel entering the building to meet with students.
 3. Faculty work areas shall continue to be made available to the staff which contain duplicating equipment, and supplies to aid teachers in preparation of instructional materials.
 4. Clerical personnel shall also continue to aid teachers as arranged between principal and staff.
 5. The Board will provide, in each school:
 - a. Lunchroom facilities for the staff.
 - b. A room to be used as a staff lounge, the room to be appropriately furnished and ventilated by a fan.
 - c. Staff restrooms which do not open directly on the staff lounge or work area.
 6. Private telephone facilities shall be made available to teachers for their reasonable use. No long-distance call will be charged to the District without the permission of the building principal or supervisor.
 7. The Board agrees to supply and maintain, and the teacher agrees to reasonably take care of, appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, current periodicals, standard tests, questionnaires, and similar materials in reasonable quantities. Likewise, the Board agrees to keep the schools properly equipped and maintained.
 8. Upon the request of the staff in each building, vending machines will be installed in the staff lounge. The proceeds shall be placed in an internal revolving account fund, separate in each building. The funds may be used at the discretion of the staff in each building.
 9. The Board shall make every effort to provide and maintain adequate off-street parking facilities at each building, and adequate access from the parking lot to the building.

10. Teachers will not be required to work under unsafe or hazardous conditions, as determined by the immediate supervisor. In an extreme emergency preventing determination by the supervisor, the teacher will make the decision, but will report such decision to the supervisor or the Superintendent's office as soon as possible.
11. Teachers shall not be required to drive school buses as part of their regular or special assignment.
12. a. Teachers will not be used as substitute teachers except in the following cases:
 - 1) Secondary teachers shall not be required to act as a substitute teacher unless volunteers are not available during their conference periods. They will be paid an hourly rate of \$29.50, computed to the nearest quarter (1/4) hour. It is further understood that secondary teachers who substitute a full class period will be paid for a minimum of one (1) clock hour. For substitute payment during block scheduling, refer to Appendix J.5. Such assignments will be rotated among teachers available during a particular conference period. The payment set forth in this section will also apply when a teacher is providing in-person supervision on her/his conference period for a course taught by a virtual or remote means, but the teacher does not have primary responsibility for lesson planning, instructional delivery, and grading for the course, and that assignment is not part of any teacher's normal or permanent assignment.
 - 2) a) An elementary classroom teacher will not be required to supervise two classes at the same time except in the case of an emergency of less than 15 minutes.
b) In the event a substitute teacher cannot be provided for an elementary classroom teacher, the class will be covered by either the administrator or a non-load-bearing teacher.
c) A non-load-bearing teacher will be paid according to above in the event they are called on to substitute for a classroom teacher.
13. a. The principal at each middle school and high school may post a position(s) to determine if any teacher (includes all FEA building staff) is willing to supervise the cafeteria during his/her lunch or conference period. However, the use of teachers will not preclude the use of paraprofessionals if needed by the administration.
b. The position(s) will be offered on a semester basis to the applicant(s) with the highest seniority. If there are no applicants for the position on a full-time basis, the position may be offered to the highest senior teachers on a shared-time basis.
c. If a teacher chooses to withdraw from the position prior to the end of the semester, the position will be offered to the next highest seniority teacher who applied for the position.

- d. Teachers who apply for and fill this position will be paid 95% of the BA minimum, paid to the nearest quarter hour.
 - e. If there are no volunteers from within the FEA staff assigned to that building, the principal may assign a guidance counselor(s) to supervise the lunchroom for up to one class period of time per counselor. Such counselors will also be paid according to d. above.
- C. A communicable disease review committee including a minimum of two (2) Association Representatives will meet as necessary to review Board policy and recent information on communicable diseases. Any recommended changes in Board policy will be forwarded to the Superintendent for action.
- D. The Board and Association recognize that teacher involvement and leadership is essential to improving student performance. Part of this involvement includes participation in site-based decision making, school improvement activities except as limited below:
- 1. Participation beyond the regular workday is voluntary.
 - 2. The Master Agreement may not be modified in whole or in part except by mutual agreement by the Association and the Board.

ARTICLE VI - CLASS SIZE

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

B. Elementary:

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

K - 3: 26 4 - 5: 27

2.
 - a. Maximum class sizes may be exceeded only by joint Association-Board agreement or payment by the Board to the teacher of an amount equal to one fourth (1/4) of the B.A. minimum salary divided by the maximum grade level size per trimester, or any portion thereof, for each student over the contractual elementary maximum; however, in the event that the maximum class size is exceeded by more than three students, then the payment to the teacher shall be an amount equal to one-third (1/3) of the B.A. minimum salary divided by the maximum grade level size per trimester, or any portion thereof, for each student over the contractual elementary maximum.
 - b. Maximum class sizes for special services elementary classes, including art, vocal music, world language, and physical education may be exceeded only by joint Association-Board agreement or payment by the Board to the teacher of an amount equal to nine dollars and 33 cents (\$9.33) times the number of days per week the class is taught, per trimester or portion thereof, for each student over the contractual elementary maximum; however, in the event that the maximum class size is exceeded by more than three students, then the payment to the teacher shall be an amount equal to fourteen dollars (\$14) times the number of days per week the class is taught, per trimester or portion thereof, for each student over the contractual elementary maximum.
 - c. If a special education student is mainstreamed or a general education student is placed by administration into a classroom for less than a full day, thus causing the class size to exceed the maximum class size listed in B. 1. above, the Board will pay the teacher an amount equal to sixty dollars (\$60.00) per trimester, or portion thereof, for each student over the contractual elementary maximum, for each hour or portion thereof that the student is in the class; however, in the event that the maximum class size is exceeded by more than three students, then the payment to the teacher shall be an amount equal to eighty dollars (\$80) per trimester, or portion thereof, for each student over the contractual maximum, for each hour or portion thereof that the student is in class.
3. The Board will be granted eight (8) full student days at the beginning of the fall trimester, and five (5) full student days at the beginning of the second and third trimesters to remedy any classroom which exceeds the elementary class size maximums.
4. Elementary teachers who are assigned to teach a combination class of two grade levels will be provided the opportunity for training preparation and planning during the summer. The training will be optional and will focus on topics such as, but not limited to, classroom management, and integration of curriculum. In addition, these teachers will be released for up to two days which are mutually agreeable to the building

administrator, for the purpose of preparation, visitation to other sites, or additional training.

C. Secondary:

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

Six Teaching Periods per Day Five Teaching Periods per Day

6 periods . . . 180 contacts	5 periods . . . 150 contacts
5 periods . . . 150 contacts	4 periods . . . 120 contacts
4 periods . . . 120 contacts	3 periods . . . 90 contacts
3 periods . . . 90 contacts	2 periods . . . 60 contacts
2 periods . . . 60 contacts	1 period . . . 30 contacts

- b. The maximum number of secondary contacts may be exceeded only by joint Association-Board agreement, or payment by the Board to the teacher, of an amount equal to one hundred dollars (\$100.00) per semester, or portion thereof, for each student over the secondary maximum student contact formulas.
2. Individual class sizes shall not exceed twenty-seven (27) at the 6th grade and twenty nine (29) at grades 7-12 excluding the following classes: band, physical education, orchestra, vocal music, and homeroom. Individual class size maximums at the secondary level may be exceeded only by joint Association-Board agreement, or payment by the Board to the teacher, of an amount equal to one hundred dollars (\$100) per semester, or any portion thereof, for each student over the contractual secondary individual class size maximum; however, in the event that the maximum class size is exceeded by more than five students, then the payment to the teacher shall be an amount equal to one hundred fifty (\$150) per semester, or any portion thereof, for each student over the contractual secondary individual class size maximum.
 3. The District will not make payment more than once for any individual student under the above formulas.
 4. a. High School Class Size Adjustment Dates: The Board will be granted fifteen (15) school days at the beginning of the first semester and ten (10) school days at the beginning of the second semester to remedy any classes which exceed either the maximum secondary student contact formula, or the individual secondary class size maximums.
 - b. Middle School Class Size Adjustment Dates: The Board will be granted fifteen (15) school days at the beginning of the first semester and ten (10) school days at the beginning of the second and semester to remedy any classes which exceed either class size maximums or the secondary student contact formula.

D. Guidance Counselors:

1. Middle School: Student-Counselor ratio will be no greater than 400:1.

2. Senior High: Student-Counselor ratio will be no greater than 350:1.
- E. The number of students assigned to work stations shall not exceed the number which the station is designed to serve.
- F. When it becomes necessary for a secondary teacher to have four or more preparations in a given semester, the principal will discuss the situation with the teacher to explore options. Considerations include, but are not limited to:
1. Alternative scheduling arrangements (preparation periods, lunch period, classes, semester/trimester adjustments, etc.)
 2. Class size adjustments.
Up to two (2) days of released time mutually agreed to with the building supervisor, for the purpose of preparation, visitation to other sites or additional training. Adding additional preparation days will be a last resort if other arrangements prove unsatisfactory.
 3. Meeting with team or department to explore alternatives.

ARTICLE VII - COMPENSATION

- A. Compensation:
1. The basic salaries of teachers covered by this Agreement are set forth in Appendix B, which is attached to, and incorporated in this Agreement. In addition, teachers who have acquired the National Board for Professional Teaching Standards Certification will receive an additional \$1,500 per year for each year the certificate is current.
 2. Eligibility for movement on steps/lanes is contingent upon being rated Effective or higher on the teachers most recent annual year-end performance evaluation.
 3.
 - a. The teacher's daily salary shall be determined by dividing their annual salary by the appropriate number of workdays in each year of the agreement.
 - b. The teacher's hourly salary shall be determined by dividing their daily salary by 7.25 at the high school and middle school level and 7.25 at the elementary level and K-8 STEAM.
 4. Teachers required to work beyond the regular work day as a result of an assignment in buildings with different starting and ending times will be compensated a pro rata share of the daily rate.
 5. Compensation for additional periods taught by secondary teachers shall be determined by dividing their annual salary by the number of teacher workdays listed on the calendars (Appendix C-1, C-2), and dividing that result by the number of periods they have been assigned per day and multiplying that result times the number of workdays they are assigned the additional period.
 6. If teachers' positions require them to work on a full-time basis prior to or after the

regular school calendar, except as provided above for secondary guidance counselors, they will be paid at the rate determined above. Any teacher on leave without pay will be deducted a daily rate determined in A.3. above.

7. Teachers required to drive their automobiles in the course of their work shall receive a car allowance of thirty-five cents (\$.35) a mile. When the IRS approved rate exceeds thirty-five (\$.35) a mile, the teacher shall receive the IRS approved rate.
8. In order to qualify for a change to the following salary levels, BA + 18, BA + 24, BA + 30, MA, MA + 10, MA + 20, MA + 30, Ed. Spec. and Doctorate (as shown in Appendix B), the following conditions must be met:
 - a. Only graduate or undergraduate hours earned at a university listed in the Michigan Department of Education Administrative Rules according as listed below will be counted toward a change in the above levels.
 - b. Semester hours credited other than graduate hours listed above must be approved in advance by the Executive Director of Human Resources.
 - c. In order to qualify for an appropriate level change, a teacher will provide to the Human Resources Office an official transcript showing semester hours/degree earned pursuant to this article or other documentation as approved by the District.
 - d. The district will provide compensation reflecting a level change on the salary schedule as follows: If the District receives the documentation as set forth above by September 1, payment reflecting the change (effective the first week day of the school year or the entire school year) will begin no later than the second pay in October. If the District receives the documentation by January 15, payment reflecting the change (effective the first day of the second semester or one-half (1/2) of the school year) will begin no later than the second pay in February.
 - e. Beginning with the 2021-2022 school year, hours for +Hours lanes (i.e., +10, +20, etc.) will only be credited for credit hours earned after the degree in question was conferred and are distinct from the degree in question.
9. a. The Board agrees to make payroll deductions at the request, and by the authorization of any employee for:
 - 1) Voluntary miscellaneous deductions authorized by the teachers and Association in writing and planned by agreement with the Personnel Office.
 - 2) Contributions for tax deferred annuities 403(b) plans and 457 plans. The 403(b) plan and 457 plan available through payroll deduction are not endorsed, guaranteed or recommended by the Board or Association. The decision to participate with any company is the employee's alone. The Board and Association shall be held harmless from any claim of liability associated with the availability or handling of

these contributions. (See Appendix I)

- 3) Financial Institution deposits and payments.
 - 4) Insurance premium payments (limited to those insurance programs available during the annual open enrollment period).
- b. In addition, deductions from pay shall be clearly identified and itemized, in writing, on the check itself or any attached notice.
 - c. Refunds for errors or over-deductions shall be made within four (4) weeks from the date the error or over-deduction is detected.
 - d. Regular salary payments will be issued bi-weekly via direct deposit in accordance with the payroll schedule and the direct deposit guidelines of the employee selected financial institution receiving such deposit. A pay stub reflecting the deposit will be issued to the employee either by hard copy or via online pay stub at the discretion of the District concurrently with the transfer of the direct deposit payment. The first payment at the beginning of the school year for less than 12 month employees will be issued the first payroll following the beginning of their work year.
10. Teachers may continue to elect the twenty-one (21) payroll date plan, or twenty six (26) payroll date plan. Changes in plan may be made prior to the first day of August for the successor school year.
 11. All teachers appointed to summer school positions will be compensated at the rate of \$35.00 per hour.
 12. All teachers appointed to drivers' education classroom and range positions will receive compensation at 95% of the B.A. minimum hourly rate. Teachers appointed to behind the wheel positions will be compensated at one dollar (\$1.00) per hour less than classroom and range positions.
 13. Instructional Leaders (formerly called Department Chairpersons at the secondary level) will be compensated at the rate of one-half of one percent (1/2%) of the B.A. minimum salary per full time member of the department, not to exceed fifteen (15) members, including the chairperson. An equivalent full time member of the department will be determined by dividing the total number of periods taught in that department, by the number of teaching hours assigned in the teacher's daily schedule. Such pay shall only be applicable to 6-12 and District-wide positions, as pay for elementary building instructional leaders are addressed in Article IX.A.3.
 14.
 - a. Part-time teachers who work half (1/2) time or less will be granted one-half (1/2) year experience on the salary schedule.
 - b. Part-time teachers who work more than half (1/2) time will be granted a full year of experience on the salary schedule.

15. If a teacher has been employed at least half the days plus one during the first half of the teacher work year, experience credit on the salary schedule will be given for that period. The same will hold true for the second half of the teacher work year.
16. Payment for teachers who are assigned to a two-building assignment and who travel between two (2) buildings during their conference or lunch periods:
 - a. A teacher who travels between two high schools or a high school and a middle school or a high school and an elementary school, will be paid one-twenty-fourth (1/24th) of his/her annual salary. It is understood that this amount will be paid to the teacher if he/she has less time than the total of a high school lunch and conference period (85 minutes total) to travel between two high schools or between a high school and a middle school, or between a high school and an elementary school.
 - b. A teacher who travels between two middle schools will be paid one-twenty-eighth (1/28th) of his/her annual salary if he/she has less time than the total of a middle school lunch and conference period (75 minutes total) to travel between the two middle schools.
 - c. An elementary classroom teacher traveling between two elementary schools will be paid one-twenty-eighth (1/28th) of his/her annual salary provided he/she has not received compensation under A.1.a. above.
 - d. A teacher who travels between a middle school and an elementary school will be paid one-twenty-eighth (1/28th) of his/her annual salary if he/she has less time than the total of an elementary lunch and conference period (85 minutes) to travel between the two schools.
 - e. All payments for travel set forth in this section presumes travel for the entire school year. If the travel described occurs only for a semester then the amount of payment will be divided in half, and pay will be 1/3 if travel is for a trimester.

B. Fringe Benefits: The Board shall provide the following level of benefits listed below.

1. Term Life:
 - a. 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).
 - b. The life insurance policy will include a 30 day conversion right upon termination of employment. Any employee may elect his/her right of conversion in order to keep his/her term life in force within thirty (30) days of their last day.
2. Medical:
 - a. The Association agrees to continue to participate in the District's Insurance

Advisory Committee comprised of representatives of all of the District's employees groups. The Insurance Advisory Committee will transmit recommendations of the District's health, dental and vision plans to the Parties. The adoption of changes to the District's health, dental and vision plans will be implemented following ratification by both the Association and District. It is expressly understood that the Insurance Advisory Committee shall have no bargaining authority.

- b. Effective July 1, 2016, employees will pay 20% of the cost of based on 20% of the actual premium for such coverage. Deductions for the premium amounts will be spread over at least nineteen (19) pays. Each employee will select one (1) of the four (4) following options in 1), 2), 3), 4) below:
- 1) HMO Plan. (Blue Care Network).
Annual deductible of \$500 single/\$1000 family in-network. Covers 80% of hospital stays. \$20 office visit co-pay, \$50 emergency room co-pay; other services payable at 80%. Must choose an in-network primary care doctor. Prescription co-pay is \$5 for generic, \$20 for preferred brand and \$30 for non-preferred name brand. The one-time co-pay for Mail Order is \$10 generic, \$40 for preferred brand and \$60 for non-preferred name brand for a three-month supply.
 - 2) PPO Plan. (Blue Cross/Blue Shield).
Annual deductible of \$750 single/\$1500 family in-network and \$1500 single/\$3000 family out-of-network. \$20 office visit and urgent care co-pay, \$50 ER co-pay; other services payable at 80%. Prescription co-pay is \$5 for generic, \$40 for preferred brand and \$80 for non-preferred name brand. The one-time co-pay for Mail Order is \$10 generic, \$80 for preferred brand and \$160 for non-preferred name brand for a three-month supply.
- c. Effective January 1, 2017, each full time employee may select one of the plans listed above or one of the additional options:
- 3) High Deductible HMO Plan. (Blue Care Network).

High deductible HMO plan with the option to add to a Health Savings Account at employee's expense. Annual deductible of \$1300 single/\$2600 family in-network. Covers 100% of covered services after deductible with exception of Prescription Drug Co-pays. Prescription co-pay is \$10 for generic, \$40 for preferred brand and \$40 for non-preferred name brand after deductible. The co-pay for Mail Order is \$20 generic, \$80 for preferred brand and \$80 for non-preferred name brand for a three-month supply after deductible. Must choose an in-network primary care doctor.
 - 4) High deductible PPO Plan (Blue Cross/Blue Shield).
High deductible PPO plan with the option to add to a Health Savings Account at employee's expense. Annual deductible of \$1300 single/\$2600 family in-network. Covers 100% of covered services after

deductible with exception of Prescription Drug Co-pays. Prescription co-pay is \$10 for generic, \$40 for preferred brand and \$40 for non-preferred name brand after deductible. The co-pay for Mail Order is \$20 generic, \$80 for preferred brand and \$80 for non-preferred name brand for a three-month supply after deductible. Out of network is also available with a \$2600 single/\$5200 family deductible and 80% coinsurance.

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: 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.

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

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

4. Long Term Disability

The District agrees to provide one hundred percent (100 %) of the cost of long term disability to a regular, full time contract teacher. Long term disability insurance shall mean income protection in conformance with the District's policy carrier for all eligible teachers in cases of sickness or disability to age sixty-five (65) for disability commencing prior to age sixty-one (61) and up to five (5) years, but not beyond age seventy (70) for disability commencing at or after age sixty-one (61). For disability commencing at age sixty-nine (69) or older, the maximum benefit period will be one year. Eligibility for benefits will begin after the expiration of one hundred twenty (120) calendar days or accumulated sick leave, whichever is greater, with a maximum monthly benefit of six thousand one hundred eleven dollars (\$6,111.00) based on sixty-six and two thirds percent (66 2/3%) of the teacher's regular contract salary computed on a monthly basis.

Benefits are payable upon approval of the LTD carrier. The policy will also contain a social security freeze, alcoholism/drug and mental/nervous waivers. The Board at its option may extend the waiting period to 365 days.

5. Following placement of an employee on Health Leave after the exhaustion of his/her personal leave bank; his/her health insurance coverage will remain in force for an additional nine (9) months unless the employee severs their relationship with the District.
6. DENTAL CARE:
 - a. For those members of the bargaining unit who are not covered by other dental insurance, the Board agrees to provide a plan composed of Class I – Preventative (office visits, cleaning, x-rays and fluoride): 100%, Class II – Restorative (crowns, fillings, root canals, periodontics, and oral surgery): 90%, class III – Major (bridges and dentures): 90%, Class IV – Orthodontic: 90% (\$2000.00 lifetime maximum to age 19). Class I, II and III benefits will have a \$2000.00 yearly maximum. This plan is a preferred provider organization (PPO) with no deductible when the employee utilizes the ADN, 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.
 - b. For those members of the bargaining unit who are covered by other dental insurance (including District - provided coverage), the Board agrees to provide a plan composed of Class I – Preventative (office visits, cleaning, x-rays and fluoride): 50%, Class II – Restorative (crowns, fillings, root canals, periodontics, and oral surgery): 50%, Class III – Major (bridges and dentures): 50%, Class IV – Orthodontic: 90% (\$2000.00 lifetime maximum to age 19). Class I, II and III benefits will have \$2000 yearly maximum. This plan is a preferred provider organization (PPO), with no deductible when the employee utilizes the ADN, Dentemax or Michigan Dental Plan Networks. Out-of-network services will be paid at the highest in-network rate among the three networks listed above; the employee will be responsible for any additional charges.
 - c. It is understood that the determination of the carrier or decision to self-insure is the right of the Board.

7. VISION

The District agrees to provide employees with benefits pursuant to the FPS self-funded vision program Summary Plan Description (SPD) in place as of the effective date of this agreement. It is understood that the determination of the carrier or decision to self-insure is the right of the Board.

8. Employee benefits according to B.1. through B.7. above will begin when applications have been completed and the enrollment policy of the carrier has been met. Benefits, according to B.1. through B.7. above, will terminate at the close of the month in which they terminate or retire or according to the policy of the carrier. If an employee is laid off from his/her employment at the end of the school year, his/her benefits will continue in full force until August 31st. Should layoffs occur at a time other than the end of a

school year, benefits will continue for two (2) additional months from the time of termination of employment. The District agrees to provide the benefits listed in B.1. through B.7. according to the underwriting rules and regulations as set forth by the carriers in the Master Contract held by the policy holder and applicable law.

C. Worker's Compensation Benefits

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

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

D. Longevity:

1. Longevity will be paid no later than in the last paycheck in December and will be based on the total years of service as an employee in Farmington, excluding time spent as a day-to-day substitute, a student helper, and/or a less than five (5) days a week noon supervisor. A year of service will be defined as follows: those individuals hired into the bargaining unit on or before January 15th shall be credited with a full year of service for purposes of determining longevity; all other years of service are defined as working one-half (1/2) of the scheduled work days of a month for seven (7) months in a contract year. Days of paid leave time will be considered as work time in computing the seven (7) months of service. The years of service do not have to be as a FEA member, but may be in other positions in the district. When entering the bargaining unit, the employee will be credited with the total years of service earned outside the bargaining unit. Because the payment will be made prospectively in December, it is assumed that the employee will complete the seven (7) months of service that year. In the event an

employee terminates their employment, other than through retirement, without completing the seven (7) months of service that year the district has the right to recoup the amount of the longevity payment.

2. The longevity amounts are as follows:

15 – 19 years	\$750.00
20 – 24 years	\$1,000.00
25 years or more	\$1,250.00

E. Retirement Benefit:

Upon retirement, teachers who have provided a minimum of five (5) years of service to the District and have a minimum of fifteen (15) unused days in their personal leave banks shall receive a one-time payment of thirty-five (\$35.00) for each unused leave day remaining in their bank up to a maximum of one hundred eighty (180) days. Those who have fewer than fifteen (15) unused days in their personal leave banks, shall receive a one-time payment of five hundred dollars (\$500.00). At the teachers' request, this retirement benefit shall be placed in his/her 403b account. Teachers who fail to notify the District of their intent to retire by April 1 for retirements at the end of the school year or three (3) months prior to retirement at any other time during the school year, will forfeit \$500 of the retirement benefit due. Teachers who retire during the school year must retire at the semester or trimester break and notify the District at least three (3) months in advance of their resignation/retirement date or he/she will forfeit their retirement benefit. A teacher retiring during the summer, must notify the District no later than August 15. A teacher who is retiring due to a documented health necessity will not forfeit their retirement benefit based on their retirement date under this section.

It is expressly understood that such payments shall not be made to persons who resign or otherwise terminate service, and who are not eligible for retirement benefits under MPSEB'S rules.

ARTICLE VIII - LEAVE POLICIES

A. Health Leave:

1. Health leaves, when recommended by a physician, shall be granted, for the remainder of a school year.
2. Three (3) extensions of a health leave will be granted upon the recommendation of a physician.
3. When employees are granted a leave of absence, they shall retain the following employment rights held by them before such leave was granted:
 - a. The same position on the salary schedule as held when the leave was granted. If a teacher has been employed at least half the working days plus one (1) during the first or second half of his/her work year, experience credit for the semester will be allowed.

- b. Unused sick leave, as held at the start of the leave.
 - c. Any leaves which are granted will accrue up to three years of seniority.
4. Employees on a leave of absence must give written notice to the Assistant Superintendent for Human Resources by March 1, of the year the leave expires, of their intention to return or extend their leave of absence. If a teacher's leave begins after March 1, notice must be given no later than June 15. The notice of intention to return or request an extension of their leave is the responsibility of the individual. In the event such notice is not received, the District has the discretion to interpret this as a resignation.
 5. The notice of intention to return to duty after a Health Leave shall be accompanied by a written statement from a physician, certifying the fitness of the employee to fulfill the essential functions of their duties.
 6. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified, according to Board Policy.
 7. Teachers will be placed on a health leave, and their position will be posted following their absence from work for a period of 80 work days or expiration of their sick bank, whichever is greater, unless extended by mutual agreement of the Board and the Association. A teacher may elect to be placed on a health leave and receive the sick days remaining in his/her sick bank for the remainder of a school year. If the teacher desires to return to work prior to the end of the leave and he/she has a release from his/her doctor and there is no vacant position available for which he/she is certified and qualified according to Board Policy, the District and the Association will meet to review suitable placement of the teacher.

B. Child Rearing Leave:

1. A Child Rearing Leave without pay or fringe benefits will be granted to an employee for a period of up to one (1) year. The employee requesting such leave shall notify the Personnel Office, in writing, of their intent at least thirty (30) days prior to the beginning date of such leave.
2. A Child Rearing Leave must terminate at the beginning of some school year.
3. Child Rearing Leaves will be granted to an employee following a Health Leave, disability, or with proper notice according to Article VIII.B.1.
4. Employees on a leave of absence must give written notice to the Assistant Superintendent for Human Resources and Legal Services by March 1, of their intent to return to the District, resign from the District, or request an extension pursuant to subparagraph 5. below. The notice of intention to return or extend their leave of absence is the responsibility of the individual. In the event such notice is not received by March 1, the District has the discretion to interpret this as a resignation. If a teacher's leave begins after March 1, notice must be given no later than June 15.
5. Upon notice by March 1 of the year the leave expires, a first (1st) and a second (2nd) extension of a child rearing leave will be granted annually. A third (3rd) extension will

be granted to a teacher whose initial child rearing leave was for a portion of a school year. Beginning with the 2008-09 school year, any extension will require that prior to returning to the District, the teacher provide written evidence of completing one of the following:

- 12 hours of District Provided Professional Development (DPPD)
- 1 university credit hour
- 2 State Continuing Education Clock Hours (SCECH)
- Other professional development activities approved by the District
- A District approved combination of any of the above

6. When employees are granted a leave of absence, they shall retain the following employment rights held by them before such leave was granted:

- a. The same position on the salary schedule as held when the leave was granted. If a teacher has been employed at least half the working days plus one (1) during the first or second half of his/her work year, experience credit for the semester will be allowed.
- b. Unused sick leave, as held at the start of the leave.
- c. Any leaves which are granted will accrue up to three years of seniority.

7. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified according to Board Policy.

8. Following a third extension, in order to re-qualify for a future child rearing leave of absence, the teacher must return to a position for a minimum of one (1) school year.

C. Adoption/Guardian Leave

1. Long Term

- a. An adoption/guardian leave will be granted to an employee upon placement of the child in the home by an adoption agency or officer of the court awarding custody of the child.
- b. The terms of this leave will be according to the terms of Article VIII.B.2., 4. 5., 6. and 7.

2. Short Term

- a. An unpaid leave of up to six (6) weeks will be granted to an employee upon placement of a child in the home by an adoption agency or officer of the court. An employee may use accumulated sick leave as provided in Article VIII.L.3.e.
- b. Upon return to active status, the ancillary staff will be returned to the position that he/she occupied prior to the leave and a teacher will be

retained to a position for which the teacher is certified and qualified or placed on layoff per Board Policy.

- c. During the leave, the Board will continue to provide the fringe benefits found in Article VII.

D. Elective Public Office:

1. The Board shall grant a leave of absence, without pay or fringe benefits, for up to one (1) year, but not less than one (1) trimester, to any teacher to campaign for elective office or to serve in such office.
2. A further extension of a leave of absence or a second (2nd) leave of absence shall be granted, if required by a single term of office being served.
3. When employees are granted a leave of absence, they shall retain the following employment rights held by them before such leave was granted:
 - a. The same position on the salary schedule as held when the leave was granted. If a teacher has been employed at least half the working days plus one (1) during the first or second half of his/her work year, experience credit for the semester will be allowed.
 - b. Unused sick leave, as held at the start of the leave.
 - c. Any leaves which are granted will accrue up to three years of seniority.
4. Employees on a leave of absence must give written notice to the Executive Director for Human Resources by March 1, of the year the leave expires, of their intention to return or extend their leave of absence. The notice of intention to return or request an extension of their leave is the responsibility of the individual. In the event such notice is not received, the District has the discretion to interpret this as a resignation. If a teacher's leave begins after March 1, notice must be given no later than June 15.
5. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified, according to Board Policy.

E. Military:

1. Employees covered by the salary schedule, who terminate employment in the school district to perform active service in the armed forces of the United States, are entitled to reemployment rights in the position they are vacating, or one of like status and pay scale, provided that employee serves only one (1) term, or until the state of emergency is ended, and provided also as follows:
 - a. The position vacated is other than temporary.
 - b. They are honorably discharged from the armed services.
 - c. They apply for reemployment within ninety (90) days after discharge or from hospitalization continuing after discharge, for a period of one (1) year.

- d. They are still qualified to perform the duties of the position.
 - e. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified according to Board Policy.
 - f. In the event of reemployment, the following provisions shall apply:
 - 1) Any leaves which are granted will accrue up to three (3) years of seniority.
 - 2) Increments shall be added as if the employee had been in the School district's employ during the time of such active service in the armed forces.
 - 3) Unused sick leave held at the start of the leave shall be restored.
2. Furthermore, all provisions of this policy shall be in accordance with Act 145, P.A. 1943, as amended, and governing military leaves of absences. If there is a difference between this agreement and the laws of the United States and/or Michigan, regarding military service, the federal or state law will prevail.

F. Professional Association Leave

- 1. An employee will be granted a leave of absence for the year(s) of his/her tenure of office as an officer of the M.E.A., N.E.A. or a Professional/Education Related Association.
- 2. Upon agreement between the teacher, professional association and the District, the Board may elect to continue the salary and agreed upon fringe benefits of a teacher with full or partial reimbursement of the costs by the professional association as agreed upon by the parties.
- 3. When employees are granted a leave of absence, they shall retain the following employment rights held by them before such leave was granted:
 - a. The same position on the salary schedule as held when the leave was granted. If a teacher has been employed at least half the working days plus one (1) during the first or second half of his/her work year, experience credit for the semester will be allowed.
 - b. Unused sick leave, as held at the start of the leave.
 - c. Any leaves which are granted will accrue up to three years of seniority.
- 4. Employees on a leave of absence must give written notice to the Executive Director for Human Resources by March 1, of the year the leave expires, of their intention to return or extend their leave of absence. The notice of intention to return or request an extension of their leave is the responsibility of the individual. In the event such notice is not received, the District has the discretion to interpret this as a resignation. . If a teacher's leave begins after March 1, notice must be given no later than June 15.
- 5. Reemployment will be conditioned by the availability of an opening for which

individuals are certified and qualified according to Board Policy.

G. Peace Corps and Vista:

1. Any teacher will be granted a leave, without pay or fringe benefits, for a period of one (1) year, for duty in the Peace Corps and/or Vista. Such service shall entitle the teacher to experience credit on the salary schedule.
2. A further extension of a leave of absence or a second (2nd) leave of absence may be granted at the will of the Board. All extensions requested during the term of this contract shall be granted, if required by the single term the teacher is serving.
3. When employees are granted a leave of absence, they shall retain the following employment rights held by them before such leave was granted:
 - a. The same position on the salary schedule as held when the leave was granted. If a teacher has been employed at least half the working days plus one (1) during the first or second half of his/her work year, experience credit for the semester will be allowed.
 - b. Unused sick leave, as held at the start of the leave.
 - c. Any leaves which are granted will accrue up to three (3) years of seniority.
4. Employees on a leave of absence must give written notice to the Assistant Superintendent for Human Resources by March 1, of the year the leave expires, of their intention to return or extend their leave of absence. The notice of intention to return or request an extension of their leave is the responsibility of the individual. In the event such notice is not received, the District has the discretion to interpret this as a resignation. If a teacher's leave begins after March 1, notice must be given no later than June 15.
5. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified, according to Board Policy.

H. Sabbatical Leave:

1. The Board may grant, to not more than one percent (1%) of the teachers in the unit, Sabbatical Leave, for professional improvement, not to exceed one (1) year.
2. Teachers on Sabbatical Leave shall receive fifty percent (50%) of the salary earned during the year immediately preceding the leave. (Teachers on Sabbatical Leaves of less than one (1) school year will continue to receive a pro rata stipend.) This stipend will be paid to the teachers on leave on a monthly basis, during the leave. The school district will continue fringe benefits for teachers during the Sabbatical period.
3. Before beginning the Sabbatical Leave, the teacher shall enter into a contract to return to active service in the Farmington Public School District, for a period of at least two (2) years after the expiration of such leave. A teacher who does not fulfill this agreement shall repay the full amount of the stipend received during the Sabbatical

Leave. However, said obligation shall be canceled in the event of intervening death or permanent disability of the teacher.

4. The Board of Education shall be responsible for granting all leaves. Approval of the Board will be contingent upon securing a certified teacher qualified to assume the applicant's duties while on leave. The Board will make an effort to find a certified teacher.
5. A teacher must have had at least seven (7) years of continuous service in the Farmington Public School District.
6. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified, according to Board Policy.
7. Employees on leave may be required to file periodic reports with the Superintendent. Providing all requirements of the Sabbatical Leave Policy have been satisfactorily fulfilled in the judgment of the Superintendent, accrual of seniority shall be granted, and the regular salary increment occurring during the Sabbatical period shall also be granted. Unused sick leave, held at the start of the leave, shall be restored upon return.
8. A letter requesting Sabbatical Leave, outlining the proposed program and its relation to professional improvement will be furnished to the Office of the Assistant Superintendent in charge of instruction before March 1. Transcripts and/or proof of pursuit and successful completion of the program submitted will be furnished upon return to the system.
9. If more applications are received than can be accepted, priority will be given to the teachers with the proposed program of the greatest value to the District.

I. Jury Duty:

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

J. Association Presidential Leave:

1. Upon Association request, the Board will grant an unlimited number of extensions of this leave.

When employees are granted a leave of absence, they shall retain the following employment rights held by them before such leave was granted:

- a. Accrual of seniority shall be granted.
- b. Increments shall be added as if the employee had been in the school district's employ during the time of such leave.
- c. Unused sick leave, held at the start of the leave, shall be restored.
- d. Upon return, teachers shall be restored to their seniority, status and pay and returned to a position for which they are certified and qualified unless subject to layoff per Board policy.

K. Personal Leave:

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

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

L. Illness, Disability, Death in Family:

1. a. All teachers, regularly employed for the school year, who are absent from duty due to personal illness, shall be entitled to use Sick Leave Days, in accordance with the terms of this article. Teachers will be credited with twelve (12) annual Sick Leave Days for that contract year. It is agreed that for teachers who work a partial year, any fractional days which are equal to or greater than .25 will be rounded to the nearest .5 day.
- b. Should teachers, without any accumulated sick leave, leave before completing the full contract year, and have used their days advanced, as outlined above, a deduction will be made on the basis of one (1) day credit per month of service completed. Regular part-time teachers (and not substitutes), and teachers employed by the District after the opening of school, shall receive a prorated portion of the appropriate leave above.

2. Each teacher shall be entitled to accumulate the unused portion of their Sick Leave, which shall be available for future use. Sick bank totals shall be reflected on the teacher's paystub.
3. Teachers may use their annual and cumulative Sick Leave for the following reasons:
 - a. Personal illness.
 - b. Illness in the immediate family. The Assistant Superintendent for Human Resources reserves the right to question the necessity of the leave.
 - c. Religious holidays.
 - d. Up to two weeks may be used for a death in the immediate family or up to one week for any other relative. Accommodation may be made for additional days for special circumstances as approved by the District.
 - e. Up to six weeks may be used for the adoption process. This time will not qualify for days provided under the Extended Illness Protection Plan.
4. Immediate family shall be interpreted as: husband, wife, life partner, son, daughter, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, son-in-law, daughter-in-law, corresponding step relatives, foster child living in the home, legal guardian, IRS dependent living in the home and the corresponding relative of the teacher's spouse/partner.
5. According to existing practice, all requests for such sick leave must be submitted to the District. Proof of illness, signed by a physician, may be required by the Human Resources Office at any time.
6. In the event of absence of a teacher for illness or disability in excess of five (5) consecutive days, the Board may, at its own expense, require an examination by an independent physician.
7. For the protection of children, the Board may require of the teacher, a health certificate from a physician, to be filed in the Personnel Office. Teachers who are not able to return to duty on Monday, following two (2) weeks of illness or injury, shall present a return to work clearance to the Personnel Office, upon return to work. This certificate shall be signed by a physician. In addition, they may be required to submit to an examination by a physician designated or agreed upon by the Executive Director for Human Resources, at the Board's expense. In addition, upon recommendation of the Assistant Superintendent for Human Resources, the Board - in strict confidence and for good and sufficient cause - may, at its own expense, require the teacher to submit to mental or physical examination to determine whether involuntary Sick Leave is warranted.
8. Employees of the District who are hired into another District position will carry their accumulated sick and personal leave day banks with them.

M. Personal Business Policy:

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

N. Extended Illness Protection

1. Teachers who have exhausted or anticipate exhausting their personal sick bank may contact the Human Resources Office to apply for Extended Illness Protection (EIP). A committee composed of two representatives named by the Board and two named by the Association will decide whether to lend sick days for an extended illness. While the request is being processed, the teacher's compensation and benefits will not be altered. If the committee decides not to grant the request, the appropriate adjustment in compensation will be made. All references to "days" shall refer to workdays in this section.
 - a. All decisions of the committee on whether to lend all or a portion of the additional sick days requested by the teacher require a majority committee vote. These decisions will be final and non-grievable.

- b. Upon application for EIP, the employee must provide a written doctor's certification to the Human Resource Department.
 - c. The teacher's personal sick bank must be exhausted prior to the use of borrowed days under EIP. At that point, there shall be a waiting period of five (5) consecutive workdays missed to qualify for EIP. Teachers who are hospitalized shall qualify for extended illness protection.
 - d. The reasons for borrowing days shall be due to personal illness.
2. The total borrowed days shall not exceed ninety (90) days at any given time.
 3. Teachers who borrow sick leave days from the District under the extended illness plan must refund the days in the subsequent years at a rate of five (5) days per year until the total number of days borrowed have been refunded. If a teacher has fewer than five (5) days to refund in a given year, the entire amount will be refunded.
 - a. During any school year, a teacher who misses a preparation period, for the purpose of covering another teacher's class, may elect to forego remuneration of extra duty pay in exchange for refunding days owed. The rate of refund shall be: every five (5) preparation periods missed shall be equivalent to one (1) day refunded.
 4. If a teacher leaves the District without fully repaying borrowed days, the value of the days will be taken from any terminal pay owed by the teacher, including but not limited to the teacher's final pay check. The value of the days to be paid back from terminal pay shall be the value at which they were borrowed.
 5. A teacher who does not return to work because of health reasons or death, will not be responsible for refunding days to the District that were granted by the committee. The obligation of a teacher who was laid off shall be held in abeyance until the teacher returns to active employment with the District.
- All employees who borrowed days prior to ratification of the 2021-2024 agreement shall be grandfathered into the pay back structure per the 2016-2019 master Agreement.
6. Teachers may apply to the EIP Committee to borrow days required associated with a previously approved EIP request.
 7. Teachers who have satisfied the waiting period for long term disability benefits shall not be able to participate in the program.
 8. The committee will have the prerogative to approve EIP requests not in accordance with the above should the request involve extraordinary circumstances.
- O. In case of absence for an extreme emergency not covered in this article, and upon special approval of the Superintendent of Schools, teachers may have deducted from their salary only the cost of the substitute rather than the deduction of the full salary.
 - P. A teacher will be granted up to a total of four (4) years of consecutive leaves in any

combination of the leaves listed in this article.

- Q. Time spent on a leave of absence will not accrue toward receiving tenure as an employee of the District.
- R. The representatives of the Farmington Public School District and Farmington Education with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA). In so doing, the parties agree that employees requesting leaves of absence, pursuant to the FMLA, who are found eligible therefore, will be required to exhaust certain paid leave entitlements for which they may otherwise be eligible under the terms and conditions of the Master Agreement during their FMLA leave time. While the parties understand and agree that the rights established by the FMLA will not diminish any employee benefit programs or plans or paid leave provisions dictated by terms of the Master Agreement, they also agree that any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.
- S. Religious Holiday

The school calendar now provides for holiday periods for the major Christian holidays. An employee, whose religious holiday fall on a regularly scheduled work day and observance or practice of which would require absence from work, may request the days to be deducted from sick leave. These days shall be deducted from the employee's accumulated leave unless the employee notifies the Human Resources Office by the preceding July 1 of his/her intention to make up the days during non-scheduled work time provided the employee's supervisor approves. The professional activity of the day(s) will be proposed by the employee, but must be approved by the employee's supervisor. Make-up days will be allowed to occur after the fact, only in the case of new employees hired July 1 or after, who did not have the opportunity to schedule make-up days prior to the absence for the holidays. Those wishing to do so will make arrangements with their supervisor to make up the time during non-scheduled work time.

ARTICLE IX – INSTRUCTIONAL LEADERS

- A. 1. High School
There shall be instructional leaders in each high school building in the following departments:
 - Language Arts
 - Mathematics
 - Science
 - Social Studies
 - Special Education (Resource Room, 1832, EI, ASD, DD)
 - World Language
- 2. Middle School
There shall be in each middle school instructional leaders in the following departments: (This will be applicable to the middle school portion of the K-8 school by connecting them for instructional leaders with the lowest enrollment middle school).
 - Language Arts

Mathematics
 Science
 Social Studies
 Special Education (Resource Room, 1832, EI, ASD, DD)

3. Elementary

There shall be three instructional leaders in each K-5 elementary building. (This will be applicable to the K-5 portion of the K-8 school, as well.) For buildings whose K-5 enrollment exceeds 500, one additional instructional leader will be added. (This also applies to the enrollment in K-5 in the K-8 school). The elementary instructional leaders will be paid a flat fee of \$1,000 each per school year. Instructional leader roles will be determined by the assistant superintendent and building principals and building staff.

4. District Wide

There shall be district wide instructional leaders in the following departments:

Art (3) (1 Elem, 1 MS, 1 HS)	Restorative Practices
Basic Categorical (1832, ASD, EI)	School Psychologists
Child Fid/ECSE	School Social Workers
Counseling (2) (1 MS, 1HS)	Special Educ. (ASD RR, Resource Room)
CTE (4)	Speech Therapists
English Learner (2)	SXI
Health/Physical Education (3) (1 Elm, 1 MS, 1 HS)	Teacher Consultants (TC)
Music (3) (1 Elem, 1 MS, 1 HS)	Visions
OT/PT	World Language (Middle School)
Resource Room (Elementary)	

B. The responsibilities of Instructional Leaders include:

1. Serving as a resource person to staff regarding current practices, trends, research, and professional development opportunities related to a given content area, professional group, or initiative, including supporting PLT/PLC work in the content area, professional group, or initiative.
2. Serving as a representative at the county and state levels: Attending meetings at Oakland Schools in the Leader's content area or initiative, as designated or approved by the Director of Special Education or the Assistant Superintendent of Instruction, or either of those person's designee. Where there are multiple Instructional Leaders for a content area, professional group, or initiative, the instructional leaders will formulate a plan regarding whom will serve as the District representative(s) at meetings, in conjunction with the Director of Special Education or the Assistant Superintendent of Instruction, or either of that person's designee.
3. Facilitating curriculum development, and review and selection of instructional materials.
4. Attending no more than three (3) total meetings per month at the district and/or county level outside the school day, and then communicating to and supporting colleagues in

the understanding and implementation of instructional initiatives and practices. The communication and support may be in person, or by other means, including electronic means. Selection of who will attend these meetings can proceed in the same manner as Article IX B.2. above.

5. In cooperation with district administration, provide leadership and facilitation for critical content area, professional best practices, or initiative-related work.
 - a) Provide leadership in curriculum development, professional best practices, and instructional methodologies.
 - b) Facilitate curriculum development and review of instructional material selection.
 - c) Provide leadership for the implementation of initiatives intended to support system-wide learning, growth, and continuous improvement.
 6. Communicating processes and procedures in the leader's area for use of instructional areas or locations, equipment, materials, labs, grading, assessments, budget, and performances.
 7. Providing leadership and support for the review of student achievement data or program implementation for the purpose of decision making regarding program implementation and instructional decision making. Communicating expectations outlined by the District as they relate to department, building, and Professional Learning Team/Community (PLT/PLC) work. Facilitating collaboration in curriculum, instructional, and initiative implementation across buildings and grade levels
 8. Meeting regularly (on a monthly basis) with administration and building instructional leaders to share information; gather input from building leaders and other stakeholders; examine data; and plan next steps in content area instruction and implementation of initiatives. Instructional leaders will not be required to remain at meetings that last longer than one (1) hour.
 9. Supporting building instructional leaders and new staff members to help new staff members successfully implement content area instruction and instructional initiatives.
- C. The teachers in each department shall nominate a minimum of two (2) teachers for each instructional leader position. The administration will appoint the instructional leader from the list of nominees provided by the teachers. These appointments shall be made annually.
- D. Notice of scheduled payments shall be posted no later than September 30 of each school year.

ARTICLE X - TEACHER EMPLOYMENT AND ASSIGNMENT

- A. The Board establishes, as a minimum requirement for initial employment of teachers, the possession of a Bachelor's degree and a Michigan elementary or secondary provisional certificate, or the equivalent. If it is necessary to deviate from this policy, the deviation will be in accord with the Michigan Department of Education regulations.

- B. 1. Teachers and administrators may only involve teacher paraprofessionals in:
- a. Performance of non-instructional duties, and
 - b. Assistance to them in instructionally-related activities. It is understood that such assistance shall be only under the direct supervision of teachers and the Board.
2. It is the teacher's responsibility (under administrative supervision) to make classroom education decisions, formulate lesson plans, select curriculum materials, formulate classroom objectives, and make any and all initial presentations of materials and concepts. A teacher may not delegate such responsibilities to a non-teacher.

C. Shared Teaching:

1. The district recognizes that the use of shared teaching positions can enhance the teaching and learning that occurs in the classroom. In order to assess the request for a shared time teaching position, the teachers applying for approval will provide a written proposal which addresses the value to the students and teachers by the proposed shared time position. The plan should identify the responsibilities of each teacher concerning scheduled events throughout the school year (open house, parent-teacher conference, and professional development). Where building meetings are concerned, the teachers will also outline who will have the responsibility for attending the meeting. That teacher will then share the content of the meeting with the other teacher. Examples of shared teaching are:
- a. Two teachers teaching in the same position for a combination of trimesters.
 - b. Two (2) teachers teaching at least (2) assigned classes per day. The teachers' working day for those sharing a position will be a pro rata portion of seven hours (7) hours and fifteen (15) minutes according to the percentage of the assignment shared at the middle or high school level.
 - c. Two (2) itinerant teachers working at least two (2) days per week.
 - d. Two (2) kindergarten teachers or elementary teachers in grades 1 through 5 working either a.m. or p.m. Teachers who share assignments on a daily basis will be expected to coordinate and plan daily lessons and activities, which may require additional time on the part of the teacher beyond their school day.
 - e. Other allocations of time may be approved by the Executive Director for Human Resources, provided the Association and the teachers involved agree on the allocation.
2. The decision to approve or deny a request to share a position rests solely with the Executive Director for Human Resources. Prior to a decision being rendered, a joint meeting will be scheduled with, at a minimum, the applicant teachers, the principal of the proposed building, and the Assistant Superintendent for Human Resources. If the request is denied, the Assistant Superintendent for Human Resources will share the reasons for the denial with the two teachers. If possible, applications for a shared

position should be made not less than thirty (30) calendar days prior to the start of the next trimester.

3. Salary, Sick Time Fringe and Medical Benefits
 - a. Salary, sick time, and fringe benefits are pro rate based on proportion of FTE.
 - b. All teachers granted shared time positions will receive a pro rata share of health insurance as set forth in Article VII.B.2.b. A total of one (1) full share of health insurance benefits will be available. One teacher may waive, in writing, their right to their pro rata share and their share may be added to the other shared time teacher. The decision to waive their share of health insurance will be binding for the balance of the school year. Each employee will receive a full share of the remaining benefits.
4. Both teachers participating in a shared teaching program must give notice to the Executive Director for Human Resources no later than March 1, of their desire to continue in a shared teaching position for the next school year. Lack of notice may be deemed an election not to continue in the shared teaching position. This notice is the responsibility of the individual teacher. In the event a teacher elects not to continue in a shared teaching position, or the District does not continue a shared teaching position for the next school year, the involved teachers will be subject to reassignment within the District to a position for which they are certified and qualified, unless subject to layoff per Board policy.

ARTICLE XI - REDUCTION OF PERSONNEL

- A.
 1. Seniority shall be defined as the total length of service as an employee of Farmington Public Schools in a bargaining unit position as defined in Article I.A., including all leaves of absence, with the exception of personal leaves granted under Article VIII.K. This length of service shall mean all total service with the employer in an FEA bargaining unit position, and not necessarily continuous, uninterrupted service. An individual's seniority date shall be the date of initial hire by the District into a bargaining unit position, as defined above, and shall only be adjusted because of an interruption of membership as defined in this paragraph or elsewhere within the Master Agreement
 2. In the event two (2) teachers have the same length of service in Farmington, the additional determining factors will be in rank order:
 - a. Total years of teaching service.
 - b. Highest earned degree.
 - c. Prior employment with FPS.
 - d. Last four (4) digits of Social Security number (lowest)
- B. In the event a member of the unit receives unemployment compensation benefits between two (2) school years, (i.e., summer break) and is recalled to employment prior to the beginning of the school year, the amount received after recall in unemployment benefits will be deducted from the teacher's salary for the successor year.

- C. 1. An administrator, having not previously been a member of the Farmington Education Association bargaining unit (hired by the District directly into an administrative position), who has received tenure status as a teacher from the District and is subsequently placed into an FEA bargaining unit position shall be placed on the seniority list with a seniority date equal to the date held by the probationary member with the same certification who they displace through the procedures defined in the Master Agreement, but not greater than the time served as an administrator with the Farmington Schools. If no such probationary member exists, the administrator will have zero seniority.
- 2. If the administrator being placed into an FEA bargaining unit position has not received tenure status as a teacher, he/she would also have zero seniority.
- 3. Any administrator, having previously been a member of the Farmington Education Association bargaining unit, who returns to a position within said bargaining unit, shall in addition to any seniority obtained in paragraph 1. above have their previous seniority time reinstated and their previous seniority date adjusted accordingly.
- D. Layoff and recall information can be found in Board policy, with the exception of ancillary staff, which should refer to Appendix D.

ARTICLE XII - TEACHER EVALUATION AND DISCIPLINE

- A. Association Representation:
Teachers interviewed in active investigations shall be advised of their right to have an Association representative present.
- B. Personnel Files:
Teachers shall have the right to request to view their personnel file on a yearly basis.
- C. Bullard-Plawewski Employee Right to Know Act: Teachers shall have the right to attach their comments to the administrator's written statement.

ARTICLE XIII - TEACHER PROTECTION

- A. 1. Any case of alleged assault and/or battery upon teachers, which had its inception in a school-centered problem, shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise teachers of their rights and obligations with respect to alleged assault and/or battery, and shall render other assistance it deems necessary to the teacher in connection with handling the incident by law enforcement and judicial authorities. Time lost by teachers other than for disability in connection with incidents described above will not be charged to teachers unless teachers are adjudged guilty, or judgment is rendered against them in connection with such alleged assault and/or battery upon them in a court of competent jurisdiction from which no appeal has been taken.
- 2. a. Any teacher allegation of assault and/or battery made against a student shall be promptly reported to the Board or its designated representative. The student will be suspended immediately by the administrator, pending a hearing with the

student, teacher, parent, and administrator to determine whether assault and/or battery occurred. The Board shall provide legal counsel to advise teachers of their rights and obligations with respect to the alleged assault and/or battery and shall render other assistance it deems necessary to the teacher in connection with handling the incident by law enforcement and judicial authorities.

- b. If the administration determines that alleged assault and/or battery occurred, they will recommend either extended suspension or expulsion of the student to the Executive Director of Safe Schools and Student Services, for a decision under the procedures under the Student Code of Conduct. In unusual circumstances involving a student seven years or younger or a Special Education student, the Director of Student Services may approach the Association for a deviation of the penalty or procedures outlined above; which will not be unreasonably denied.
- B. The Board will continue to accept its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and school.
 - C. Teachers will follow building discipline policies and the Student Code of Conduct for routine discipline problems. When it becomes necessary for a teacher to exclude a pupil who is interrupting the educational process, the teacher may send the student to the office. The student will not be returned to the classroom until the teacher has been notified, in a timely and appropriate manner, of the action taken by the administration.
 - D. Suspension of students from school may be imposed only by principals or their designated representative, except as otherwise provided in Section 1309 of the Michigan School Code-Revised.
 - E.
 1. In the event a student's grade is changed, it will be done in accordance with the procedures set forth in Appendix E.
 2. All meetings of the Grade Review Panel shall be held during the regularly scheduled school day. The administrator shall be responsible for securing substitute teachers for review panel members and the affected teachers.
 3. In the event a grade change is approved by the Grade Review Panel, the student's report card, which includes the teacher's name, shall carry the notation that the grade was changed by the Grade Review Panel.
 4. The Grade Review Panel will consist of three teachers appointed by the Farmington Education Association, one parent appointed by the District Parent Advisory Council, and the Assistant Superintendent for Instruction.
 - F. Complaints made by a parent, community member, pupil, or non-supervisory staff which are directed at the teacher's performance shall be promptly called to the teacher's attention. The immediate supervisor will refer the complainant to the teacher, where appropriate, in an attempt to try to resolve the issue.

- G. Under no circumstances shall teachers assume responsibility for storage or administration of medication unless the teacher is designated by the principal. Such designee shall be fully protected and insured by the Board from liability of such action.

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

H. Personnel Files

1. a. The personnel file will be kept in a central location under the supervision of the Assistant Superintendent for Human Resources.
- b. A teacher will continue to have the right to review his/her personnel file according to the provisions of P.A. 397 upon written request to the personnel office.
- c. Any third party other than designated Board representatives must have written permission from the teacher to review his/her file. Designated Board representatives are those who have a professional reason related to employment, to review the file. This section shall not apply if any of the following occur:
 - 1) The employee has specifically waived written notice as part of a written, signed employment application with another employer.
 - 2) The disclosure is ordered in a legal action or arbitration to a party in that legal action or arbitration.
 - 3) Information is requested by a government agency as a result of a claim or complaint by an employee.
2. The personnel file will contain all official records regarding the employment of a teacher by the District.
3. At the request of the teacher, letters of compliment will be added to the employee's personnel record.

I. The following provisions shall be applied to all requests for information regarding a bargaining unit member under the Freedom of Information Act (FOIA):

1. Once a FOIA request is received by the District, the involved bargaining unit member and the Association UniServ director and/or Association President shall be promptly notified and provided with a copy of the FOIA request.
2. If requested by the employee, and as soon as possible, the District will meet with the affected employee (and Association representatives if the employee requests such representation) to review the FOIA request and the document(s) requested,

provided schedules permit within FOIA timelines.

3. The District will attempt to honor all exemptions regarding production of documents as identified in FOIA, to the extent they apply.
4. Disciplinary reports, letters of reprimand and other records of disciplinary action which are more than four (4) years old will not be released, unless mandated by changes in applicable law.
5. Records relating to unsubstantiated complaints against an employee and/or investigatory record into an employee's conduct, where disciplinary action is not taken will be expunged and not released to third parties.
6. On any documents that are to be released under a FOIA request, all material deemed to be exempt must be redacted.

ARTICLE XIV – IN-SERVICE, CONFERENCES AND CONVENTIONS

A. The Board and the Association agree that it is desirable for teachers to have an opportunity to participate in quality professional development. Teams of teachers or individuals using this resource will have the expectation to consider the following work:

- What will the learning do for my professional growth?
- How will I implement this learning with students?
- How will I share this learning with my colleagues?

In an effort to make the most effective use of these resources, the focus and prioritization for expenditures from the fund will be for:

- Individuals and teams of teachers learning
- Individuals with critical instructional needs
- Other initiatives as agreed upon by the committee

B. The Board shall allocate monies equal to one-fifth of one percent of the B.A. minimum per employee covered by the recognition clause in Article I of this contract to fund the Professional Development and Conference Fund for the above-mentioned purposes. Money remaining in the Fund will not be carried over into succeeding contract years.

C. Conference Committee

A district wide conference committee will be established each year to oversee and coordinate the application of the conference fund allocations. The Professional Development and Conference committee will be made up to five (5) people; two (2) administrators and two (2) teachers by appointment from their respective leaders, with the FEA President or his/her designee as a fifth member. Decisions regarding the use of these funds will be made by the committee.

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

- 2. There shall be no loss of regular salary to teachers attending approved conferences. Teacher salaries, substitute salaries, and District/building-based professional development costs will not be deducted from this conference fund. For extraordinary circumstances the committee may use these funds as decided.
- 3. Principals may grant school business days in addition to those for which there is reimbursement.
- D. Payments for conferences, expenses, etc., will be paid prior to the event whenever possible. Upon return from a conference, the teacher will submit a report including request for reimbursement to the Assistant Superintendent, Instructional Services for review by the conference committee. Reimbursements will occur as soon as possible following the receipt of a completed expense report which must include documentation/receipts.
- E. Expenses calculated for conferences will include one-half (1/2) cost of a substitute teacher for the teacher attending the conference for any/all days necessary. If a teacher is attending a conference at the request of an Instructional Leader, Administrator, and/or from a request from the District, all incurred substitute costs shall be covered from the corresponding departmental budget.
- F. Annually, the committee will review expenditures from this fund.
- G. The expenses for a conference will not be deducted from this fund when a teacher has been required to attend a conference by an administrator or the District.

ARTICLE XV - SCHOOL CALENDAR

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

School Year	Student Days	Teacher Days
2021-2022	180	186
2022-2023	180	186
2023-2024	180	186

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

School Year	Student Days	Teacher Days
2021-2022	205	211
2022-2023	205	211
2023-2024	205	211

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

- A. The duty calendar as scheduled in Appendix C also includes three (3) days (18 hours) of professional development hours as set forth in Article V.A.1.d. Scheduled days of instruction

which are not held, due to notice provided under Article III.F.1. will be rescheduled by mutual agreement of the Board of Education and the Association to insure the minimum days and hours required by the state are met insuring full state aid. In the event the Association and the Board cannot agree on the rescheduling of days, the Board of Education will establish the makeup dates. Teachers will receive their regular pay for days which are canceled but will work on any rescheduled days with no additional compensation.

- B. Regulations governing teachers' workdays shall be as follows:
1. During the initial workday, as shown in Appendix C, no District wide level, building, departmental, or general meetings will be held which exceed two (2) hours. No building meetings shall be held on elementary card marking half (1/2) days, except in the case of an emergency.
 2. No more than one (1) short building meeting will be held during the teacher work days at the end of each trimester. Such meetings will be scheduled so as not to interrupt work more than necessary.
 3. Final Workday:
 - a. Building checkout procedures, as determined by the building principal, will be scheduled so that teachers may complete the procedures no later than 11:30 a.m. Teachers may leave the building as soon as their work is completed.
 - b. Teachers who anticipate being unable to complete the building checkout procedures by 11:30 a.m. of the final workday will be allowed to make arrangements with their building principal to complete the checkout procedures during the remainder of the workday, providing the teachers notify the building principal at least two (2) workdays in advance.
 - c. Report cards will be mailed unless a building staff agrees to another method of distribution proposed by the building principal.
 4. Middle and high school teachers will have until the end of the day, Tuesday, following the end of the first semester, to complete report cards.
- C. Teachers who are enrolled in and will be attending a university or college for summer study, requiring them to be absent the last week of school or any part thereof, shall receive the difference between the cost of the substitute and their regular salary, provided the teacher furnished the Board evidence that it is necessary to leave during this time period.
- D. The School Calendar is subject in all respects to the regulation of the State of Michigan, and in the event that any provision of this article or Appendix C shall at any time be officially determined to be contrary to the regulations of the State of Michigan, the Association and the Board will mutually agree on a provision that will meet the minimum requirements for full State Aid.
- E. On those half (1/2) days in the school calendar designated as "Teacher Records Day," teachers, with the consent of their supervisor, may perform their duties at a site other than their assigned worksite. Teachers must request permission from their principal/supervisor on an individual basis. If granted, it is understood that they are released to continue their work at an alternate

location.

ARTICLE XVI - ADDITIONAL TEACHING ASSIGNMENTS

A. Student Teaching Program:

1. A teacher must volunteer to participate in any student teaching program.
2. Unless there are no other volunteers available, no supervising teacher shall have more than one (1) student teacher in any one (1) class per year.
3. The Board shall assume all legal responsibilities for the supervising of the student teacher.
4. The student teacher will be interviewed by the principal and prospective supervising teacher; the student teacher will submit an autobiographical sketch, a summary of classes taken, and a statement of academic achievement, to the principal and supervising teacher. If, as a result of the interview, it is found that incompatibilities exist, the student teacher may be reassigned.

B. Summer School

1. When the 4th of July falls on a Monday, Wednesday or Friday, school shall be closed and the teachers shall receive compensation for that day at the regular daily rate. When the 4th of July falls on Sunday or Tuesday, school will be closed on Monday. When the 4th of July falls on Thursday or Saturday, school will be closed on Friday. Teachers shall receive compensation for those days at the regular daily rate.
2. It is the responsibility of all summer school teachers to honor written Board policies and written administrative regulations not in conflict with the terms of this agreement.
3. Summer school teachers shall be eligible for one (1) sick leave day during the summer school program. This day will be cumulative as long as the teacher remains with the summer school program, but will not be added or subtracted from the teacher's regular full time sick leave bank.
4. The following portions of this agreement shall not apply to Summer School: Article V.A., 1-6., B.5.a., B.8; Articles VII (except VII.A.11); VIII; IX; XII; XIII.F; XIV; XV; XVI.A., XIX; XX; and XXI.

ARTICLE XVII - GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of the agreement may be processed as a grievance as hereinafter provided.
- B. All time limits herein shall consist of school days. School days shall be defined as work days exclusive of vacation time or holidays. The tolling date for all responses/appeals of Grievances at each level will begin the day following receipt of the response/appeal. Time limits may be

extended upon good cause shown, or mutual consent of the parties. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive and failure to conform to them shall mean default by the party failing to conform. In the event of default by the Board, the remedy requested by the grievant shall be granted. In the event of default by the grievant, the grievant loses the right to process the grievance further. However, default will not mean acceptance of either party's last written position.

- C.
 - 1. Any teacher having a problem and/or grievance may discuss the matter with their principal/supervisor during non-teaching hours, with the object of resolving it informally. The Association building representative or Association officer may also be present, if requested. Any informal resolutions must be consistent with the master agreement and will not establish a precedent.
 - 2. The Association may discuss matters involving the implementation and interpretation of the contract with the Superintendent or his/her representative, with the object of resolving it informally.
- D. In the event the matter is a grievance and is not satisfactorily resolved, the following procedure shall be followed:
 - 1. Step One:
 - a. The grievance shall be reduced to writing within ten (10) school days after the occurrence of the alleged violation or ten (10) school days after the knowledge of the alleged violation, signed by the grievant or Association and filed with the appropriate supervisor who could remedy the alleged grievance.
 - b. Should a grievance be filed more than forty (40) school days after the occurrence of an alleged violation, the grievance will be considered untimely under Section B., above.
 - c. Within ten (10) school days after the receipt of the written grievance, the supervisor shall give an answer in writing, to the grievant and to the Association.
 - d. Only the Association may, at its option, process a grievance via an expedited grievance procedure. This will be accomplished by filing a grievance at Step Two according to the language of Step One of the grievance procedure, provided the grievance has been discussed by the grievant or Association with the principal or supervisor prior to filing at Step Two. In the event the Association is unable to contact the principal or supervisor during the ten (10) day period, the requirement of discussing with them prior to filing at Step Two will be waived.
 - 2. Step Two:

In the event the grievant is not satisfied with the disposition of the grievance at Step One, within ten (10) school days from the date of receipt of the supervisor's answer, the grievant may appeal the grievance to the Office of the Assistant Superintendent for Human Resources. Such appeal shall be in writing. Within ten (10) school days of receipt of the appeal from Step One of the grievance procedure, the Assistant

Superintendent for Human Resources, or a designee, shall present the Association or grievant with a written answer to the grievance. The Assistant Superintendent for Human Resources, or a designee, shall also have the option of holding a hearing on the grievance within the ten (10) school day period.

3. Step Three:

Within ten (10) school days after receiving the decision from the Assistant Superintendent for Human Resources in Step Two the grievant or the Association may appeal to the Superintendent of Schools, or a designated representative. The appeal will contain the grievance, Step Two decision and the reasons why the appeal is being made. The Superintendent or designee shall review the grievance and respond in writing within ten (10) school days after the date of receipt of the appeal.

4. Step Four:

If the alleged grievance is not settled at Step Three, only the Association may appeal the grievance to arbitration. The Association may appeal the matter to arbitration, provided written notice to appeal is given to the District within ten (10) school days from the date of receipt of the written answer at Step Three. If within ten (10) days of the Association's declared intent to appeal to arbitration the parties cannot agree as to an arbitrator, the arbitrator will be selected in accordance with the rules and regulations of the American Arbitration Association.

- E. The arbitration hearing will be conducted according to the rules of the American Arbitration Association. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator will be final and binding on both the Association and the Board.
- F. The grievant may request assistance from the Association for aid or representation.
- G. Any grievance occurring during the period between the termination date of this agreement and the effective date of a new agreement shall not be processed.
- H. No claim for reimbursement of back wages shall exceed the amount the grievant would otherwise have earned during the period of time the violation was in existence.
- I. All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel file of the participants.
- J. The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- K. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discussing and having it resolved informally with the employer, provided the Association be given the opportunity to be present at the hearing or meeting of such grievance and the final decision by the employer is not inconsistent with the terms of this agreement. An individual filing a grievance will have the right to proceed through Step Three of the grievance procedure.
- L. The following matters shall not be the basis of any grievance filed under the procedure outlined

in this article:

1. The termination of services of, or failure to re-employ, a probationary teacher.
 2. Any matter subject to the procedures specified in the Teachers' Tenure Act (Act 4 of Public Acts, Extra Sessions of 1937 of Michigan, as amended).
- M. Grievances arising under this article shall be processed during non-teaching hours. For the purpose of this article, non-teaching hours shall mean the time before school begins for pupils and after school ends for pupils and during a teacher's lunch period and conference period, as mutually agreed upon between the parties.
- N. Within three (3) weeks following the opening of school, the Association shall certify, in writing, the names and positions of Association officials and building representatives. After said period, the Board shall not recognize any Association official or representative until the names have been so certified. In addition, the District will be provided a list of Association representatives for a succeeding school year by April 1 of the current school year.
- O. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. During summer recess, school days shall be counted as five (5) school days per calendar week.
- P. The fees and expenses of the arbitrator shall be shared equally between the Board and the Association. Teachers called by the Association as witnesses will be granted leave with pay for the time required. The Association will be billed for the substitute cost. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of a witness called by the other. Administrators and teachers who have knowledge pertinent to the grievance shall, if possible, be made available as witnesses, upon five (5) school days advance notice by either party.

ARTICLE XVIII - SPECIAL EDUCATION

- A. Special education personnel, other than classroom teachers, will notify the Special Education Office of impending absence. The Special Education Office will notify the building(s) involved.
- B. The regular work day for special education classroom teachers shall be the same as for all other regular teachers in the District.
- C. Psychologists and school social workers shall be evaluated by the Director of Special Education.
- D. All other special education support personnel shall be evaluated by their designated special education supervisor.
- E. The maximum class size and consultant caseloads shall not exceed the maximum standards established by the Michigan Department of Education.

- F. A supervisor or director may call for a meeting of resource room teachers up to one half (1/2) day per month.
- G. The Board will prepare and publish and maintain a complete catalog of available special services for the use of the District instructional staff. This catalog will contain a listing and description of available services and will be posted in each building. The Board will also prepare and annually publish the assignments, by name and position, of special services personnel listed in the catalog and post such a list in each building by October 30.
- H. Severely Cognitively Impaired (SCI)/Severely Multiply Impaired (SXI)
1. The teachers assigned to the SCI/SXI program shall be paid for the number of days established in the SXI calendar. Their per diem rate shall be determined by dividing the appropriate column/step amount listed in the Appendix B 186-day salary schedules by 186. Their salaries, as listed in the Appendix B SCI/SXI salary schedules, are determined by multiplying their per diem by the number of days they are scheduled to work.
 2. Included in the SCI/SXI school year will be six (6) in-service half (1/2) days, and six (6) teacher half (1/2) workdays. The supervisor will schedule parent-teacher conferences.
 3. The teachers assigned to the SCI/SXI program shall be allowed the option of taking up to two (2) weeks off without compensation. This time off, if taken, shall be in addition to normal vacation time, and time off between the ending of one school year and the beginning of another, as established in the calendar for the SCI/SXI program. Such time off shall be taken during a single, consecutive block of time, as approved by the supervisor of the SCI/SXI program. Requests for vacation time during a coming school year will be given to the SCI/SXI director by May 1. The specific calendar dates will be submitted to the supervisor at least sixty (60) calendar days prior to the vacation period requested.
 4. If two (2) or more individuals, affected by this contract, request time off for the same period of time, the supervisor of the SCI/SXI program shall consider the requests in order of the individual's seniority. The request of the individual with the greatest seniority shall then be approved, and so on, in order of seniority, until all requests have been approved or rescheduled.
 5. Upon approval of the supervisor of the SCI/SXI program, all requests for time off beyond two (2) weeks as well as all requests made after the May 1 deadline may be granted.
 6. The teachers assigned to the SCI/SXI program shall be granted three (3) sick days and one (1) personal business day per year, in addition to those provided in Article VIII.M.
 7. a. The SCI/SXI calendar, running from July 1 to June 30, is subject in all respects to the regulations of the State of Michigan, and in the event that any provisions of this article or Appendix C shall at any time be officially determined to be contrary to the regulations of the State of Michigan, the Association and the

Board will mutually agree on provision that will meet the minimum requirements for full state aid.

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

ARTICLE XIX - STRIKES

During the term of this agreement, the Association will not authorize, sanction, or condone, nor will any member of the bargaining unit take part in, any strike, as defined in Michigan Public Act 379 of 1965.

ARTICLE XX - NEGOTIATION PROCEDURES

- A. 1. No later than May 1 of the school year in which this agreement expires, the Board agrees to negotiate with the Association over a successor agreement, in accordance with the procedures set forth herein, in a good faith effort to reach agreement concerning teacher salaries, hours, and other conditions of employment. Such negotiations shall include, but not be limited to, the subjects covered by this agreement. Any agreement so negotiated shall apply to all teachers in the bargaining unit, and shall be reduced to writing and signed by the Board and the Association.
- 2. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board agrees to make available to the Association, in response to reasonable, written requests, available information as provided in Article II.
- 3. If negotiations described in this Section A have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.
- B. 1. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to subjects of collective bargaining, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities.
- 2. Therefore, the Board and the Association, for the life of this agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically covered in or outside this agreement, even though such subject or matter may not have been with the knowledge of either or both of the parties at the time they negotiated or signed this agreement.
- C. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative.
- D. This agreement may not be modified in whole or in part by the parties, except by mutual, written agreement.

ARTICLE XXI - MISCELLANEOUS PROVISIONS

- A. In an effort to foster mutual respect and establish a model of collegial exchange and collaboration, the District and the Association agree to meet periodically for the purpose of discussing concerns, solving problems, and sharing information.
- B. Except as to prohibited subjects, individual contracts entered into between teachers and the Board shall be subject to, and consistent with, the terms and conditions of this agreement, covering the same school year as said individual contracts.
- C. Except as to prohibited subjects, this agreement shall supersede any policies, rules, regulations, or practices of the Board which shall be contrary to, or inconsistent with, its terms.
- D. This agreement is subject in all respects to the laws of the State of Michigan, and in the event

any provision of this agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for so doing, such provision shall be void and inoperative; however, all other provisions of this agreement shall continue in effect.

- E. Copies of this agreement shall be made available electronically for all staff and printed at the expense of the Board for each work site and District and Association leadership.

ARTICLE XXII - DURATION OF AGREEMENT

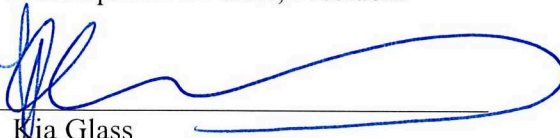
Upon ratification, this Agreement shall be in full force and effect to, and including, August 22, 2025 for all bargaining unit members including those members who have retired or taken a leave of absence. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above, unless an extension is mutually agreed to, in writing, by both parties.

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

FARMINGTON BOARD OF EDUCATION

By: 
Christopher DeYonke, President


By: 
Dr. Cheryl Blau, President

By: 
Kia Glass

By: 
Claudia Heinrich, Vice-President

By: 
Mamie Giller

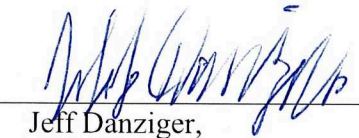
ADMINISTRATION:

By: 
Bryan Lambie

By: 
Dr. Chris Delgado,
Superintendent

By: 
Sean McGuckin

By: 
Bradley Paddock, Assistant Superintendent
Talent Development

By: 
Jeff Danziger,
Director, Human Resources

APPENDIX A

COMPENSATION 2021-2025

- A.
 - 1. 2021-2022: Teachers on steps shall move one (1) step as of the beginning of the school year.
 - 2. A two percent (2%) on schedule increase.
 - 3. Eligibility for movement on steps/lanes or receiving the off-schedule payment is contingent upon being rated Effective or higher on the teacher's most recent annual year-end performance evaluation.

- B.
 - 1. 2022-2023: Teachers on steps shall move one (1) step as of the beginning of the school year.
 - 2. A one and one-half percent (1.5%) on schedule increase.
 - 3. Eligibility for movement on steps/lanes is contingent upon being rated Effective or higher on the teacher's most recent annual year-end performance evaluation.

- C.
 - 1. 2023-2024: Remove current steps 0, 1, 1.5, 2, and 2.5.
 - 2. New 13-Step Scale (0-12), plus 2% was applied to the 2022-23 amounts for steps 0 – 10.5.
 - 3. Steps 11, 11.5 and 12 each increased by \$2,500.00 and then increased by 2%.
 - 4. Full step advancement to eligible employees. Eligibility for movement on steps/lanes is contingent upon being rated Effective or higher on the most recent annual year-end performance evaluation. Examples: Step 4 moves to Step 5 or Step 8.5 moves to 9.5

- D.
 - 1. 2024-2025: 2% on scale to all steps.
 - 2. Full step advancement to eligible employees. Eligibility for movement on steps/lanes is contingent upon being rated Effective or higher on the most recent annual year-end performance evaluation. Examples: Step 4 moves to Step 5 or Step 8.5 moves to 9.5

APPENDIX B

**FEA SALARY SCHEDULE (186 Days)
2021-2022**

Step	BA	BA+18	BA+24	BA+30	MA	MA+10	MA+20	MA+30	EDSP	DR
0	40911	43278	43452	43623	45640	45931	46222	46515	47388	47972
0.5	41188	43598	43773	43944	46008	46296	46586	46875	47743	48320
1	41464	43918	44094	44263	46375	46661	46950	47235	48097	48669
1.5	42193	44725	44899	45070	47260	47545	47834	48120	48981	49555
2	42922	45531	45704	45877	48143	48430	48717	49004	49866	50439
2.5	44246	47011	47183	47357	49777	50065	50351	50638	51500	52072
3	45569	48490	48661	48836	51410	51699	51985	52271	53133	53705
3.5	46898	49968	50140	50315	53038	53326	53613	53899	54761	55334
4	48226	51446	51618	51793	54666	54951	55240	55527	56389	56962
4.5	49552	52927	53099	53272	56301	56588	56875	57162	58023	58596
5	50878	54408	54579	54751	57935	58224	58509	58797	59657	60230
5.5	52210	55889	56060	56234	59567	59856	60142	60429	61290	61863
6	53541	57370	57541	57716	61199	61487	61774	62061	62923	63495
6.5	54867	58846	59017	59190	62823	63110	63398	63684	64546	65119
7	56193	60321	60492	60662	64446	64733	65021	65307	66167	66742
7.5	57519	61801	61972	62142	66080	66367	66655	66941	67801	68377
8	58844	63280	63451	63621	67713	68000	68288	68575	69435	70011
8.5	60172	64760	64931	65102	69344	69632	69920	70206	71066	71641
9	61500	66239	66410	66582	70975	71263	71551	71837	72697	73270
9.5	62648	67509	67680	67852	72366	72656	72943	73231	74095	74670
10	63797	68778	68951	69123	73756	74047	74337	74625	75492	76070
10.5	64946	70047	70221	70394	75147	75439	75729	76020	76890	77470
11	66095	71317	71492	71665	76538	76830	77122	77413	78287	78869
11.5	67244	72586	72762	72936	77929	78223	78515	78807	79684	80270
12	68392	73856	74033	74208	79319	79614	79908	80202	81082	81669
12.5	69541	75126	75303	75479	80711	81006	81300	81596	82479	83070
13	70689	76395	76572	76750	82101	82398	82692	82990	83877	84469
13.5	71839	77665	77843	78021	83492	83790	84086	84385	85274	85870
14	72987	78935	79113	79292	84882	85181	85478	85778	86671	87269
14.5	74136	80204	80384	80563	86274	86574	86871	87172	88069	88670
15	75284	81474	81654	81834	87664	87965	88264	88567	89466	90069

APPENDIX B

**SCI/SXI FEA SALARY SCHEDULE (211 Days)
2021-2022**

Step	BA	BA+18	BA+24	BA+30	MA	MA+10	MA+20	MA+30	EDSP	DR
0	46410	49094	49292	49487	51773	52105	52434	52768	53758	54418
0.5	46724	49458	49658	49849	52193	52518	52847	53177	54160	54815
1	47036	49821	50020	50213	52609	52933	53260	53584	54563	55211
1.5	47865	50736	50934	51128	53611	53937	54263	54586	55566	56215
2	48692	51651	51847	52042	54614	54939	55265	55591	56568	57218
2.5	50193	53330	53526	53721	56467	56795	57119	57444	58422	59071
3	51694	55008	55201	55400	58321	58648	58972	59298	60275	60925
3.5	53200	56684	56878	57076	60167	60494	60819	61144	62121	62771
4	54707	58361	58557	58753	62014	62338	62666	62990	63967	64618
4.5	56211	60040	60236	60432	63868	64194	64519	64845	65821	66470
5	57716	61721	61914	62110	65722	66049	66373	66699	67676	68326
5.5	59226	63401	63595	63791	67573	67899	68227	68552	69527	70179
6	60737	65080	65276	65474	69425	69751	70078	70402	71380	72029
6.5	62241	66755	66951	67145	71265	71593	71920	72243	73222	73872
7	63746	68429	68623	68816	73109	73433	73760	74086	75060	75713
7.5	65250	70108	70301	70495	74961	75288	75614	75938	76915	77568
8	66753	71785	71980	72172	76814	77140	77466	77791	78768	79420
8.5	68259	73463	73659	73853	78665	78992	79317	79643	80619	81270
9	69766	75142	75335	75531	80514	80841	81169	81493	82468	83118
9.5	71070	76582	76777	76973	82094	82421	82748	83073	84054	84706
10	72372	78022	78220	78414	83669	84000	84327	84655	85638	86295
10.5	73677	79463	79659	79855	85249	85578	85907	86237	87224	87883
11	74978	80903	81101	81297	86824	87158	87489	87818	88810	89471
11.5	76283	82344	82541	82739	88403	88737	89066	89400	90394	91059
12	77584	83783	83983	84184	89981	90315	90648	90982	91981	92646
12.5	78887	85223	85423	85623	91559	91895	92228	92564	93565	94234
13	80191	86662	86865	87065	93136	93472	93808	94146	95151	95823
13.5	81495	88105	88307	88507	94714	95052	95387	95726	96735	97411
14	82797	89545	89747	89949	96292	96630	96967	97307	98321	98999
14.5	84099	90984	91189	91391	97869	98210	98547	98889	99905	100587
15	85404	92424	92628	92833	99447	99789	100127	100471	101491	102175

APPENDIX B

**FEA SALARY SCHEDULE (186 Days)
2022-2023**

Step	BA	BA+18	BA+24	BA+30	MA	MA+10	MA+20	MA+30	EDSP	DR
0	41525	43927	44104	44278	46324	46620	46916	47213	48099	48691
0.5	41805	44252	44430	44603	46698	46990	47285	47578	48459	49045
1	42086	44577	44755	44927	47071	47361	47654	47944	48819	49399
1.5	42826	45396	45573	45746	47969	48258	48551	48841	49716	50298
2	43565	46214	46390	46565	48865	49156	49448	49739	50614	51196
2.5	44909	47716	47891	48067	50524	50816	51107	51397	52272	52853
3	46252	49217	49391	49568	52181	52474	52765	53055	53930	54511
3.5	47601	50717	50892	51069	53834	54125	54417	54707	55582	56164
4	48949	52217	52392	52569	55486	55776	56069	56360	57234	57816
4.5	50295	53721	53896	54071	57145	57436	57728	58019	58893	59475
5	51641	55224	55398	55572	58804	59097	59387	59679	60552	61133
5.5	52993	56727	56901	57077	60460	60753	61044	61335	62209	62791
6	54344	58230	58404	58581	62117	62409	62701	62992	63867	64447
6.5	55690	59729	59902	60077	63765	64057	64349	64639	65514	66096
7	57036	61226	61400	61572	65412	65704	65996	66286	67160	67743
7.5	58382	62728	62902	63075	67071	67363	67655	67945	68818	69402
8	59726	64229	64403	64576	68728	69020	69312	69603	70477	71061
8.5	61074	65731	65905	66078	70384	70677	70969	71259	72132	72715
9	62422	67232	67406	67580	72039	72332	72624	72914	73788	74369
9.5	63588	68521	68695	68870	73451	73745	74037	74329	75206	75790
10	64754	69809	69985	70160	74863	75158	75452	75745	76625	77211
10.5	65921	71098	71274	71450	76275	76571	76865	77160	78043	78632
11	67086	72387	72564	72740	77686	77983	78279	78574	79461	80053
11.5	68252	73675	73853	74030	79098	79396	79692	79989	80880	81474
12	69418	74964	75143	75321	80509	80808	81106	81405	82298	82894
12.5	70584	76253	76432	76611	81921	82221	82520	82820	83716	84316
13	71749	77541	77721	77901	83332	83634	83933	84235	85135	85736
13.5	72916	78830	79011	79191	84744	85047	85347	85650	86553	87158
14	74082	80119	80300	80481	86156	86459	86760	87065	87972	88578
14.5	75248	81407	81590	81771	87568	87872	88174	88480	89390	90000
15	76413	82696	82879	83061	88979	89284	89588	89895	90808	91420

APPENDIX B

**SCI/SXI FEA SALARY SCHEDULE (211 Days)
2022-2023**

Step	BA	BA+18	BA+24	BA+30	MA	MA+10	MA+20	MA+30	EDSP	DR
0	47106	49830	50031	50230	52550	52886	53221	53559	54564	55234
0.5	47425	50200	50403	50597	52976	53306	53640	53974	54972	55637
1	47742	50568	50770	50966	53398	53727	54059	54387	55381	56039
1.5	48582	51497	51698	51894	54415	54746	55077	55405	56399	57058
2	49422	52426	52624	52823	55433	55763	56094	56425	57417	58076
2.5	50946	54130	54328	54527	57314	57647	57976	58306	59298	59957
3	52469	55833	56029	56231	59195	59528	59857	60187	61179	61838
3.5	53998	57535	57731	57932	61069	61402	61731	62061	63053	63712
4	55527	59237	59436	59634	62944	63273	63606	63935	64927	65587
4.5	57054	60941	61140	61338	64826	65157	65487	65818	66808	67467
5	58581	62647	62843	63041	66707	67040	67369	67699	68691	69351
5.5	60115	64352	64549	64748	68587	68918	69250	69580	70570	71232
6	61648	66056	66255	66456	70467	70797	71129	71458	72450	73110
6.5	63175	67756	67955	68152	72334	72667	72999	73326	74320	74981
7	64702	69455	69652	69849	74205	74534	74867	75197	76186	76848
7.5	66229	71159	71356	71553	76085	76418	76748	77077	78069	78731
8	67754	72861	73060	73255	77966	78297	78628	78958	79950	80612
8.5	69283	74565	74764	74961	79845	80177	80507	80837	81828	82489
9	70812	76270	76465	76664	81721	82054	82386	82715	83705	84365
9.5	72136	77730	77929	78128	83325	83657	83989	84319	85315	85976
10	73458	79192	79393	79590	84924	85260	85592	85925	86923	87589
10.5	74782	80655	80854	81053	86527	86862	87196	87530	88533	89201
11	76103	82117	82318	82517	88127	88465	88802	89135	90143	90813
11.5	77427	83579	83780	83980	89729	90068	90402	90741	91750	92425
12	78748	85040	85242	85446	91331	91670	92008	92347	93360	94035
12.5	80070	86501	86704	86907	92933	93273	93612	93952	94968	95647
13	81394	87962	88168	88371	94533	94874	95216	95558	96578	97260
13.5	82717	89426	89631	89835	96135	96478	96818	97162	98186	98872
14	84039	90888	91093	91298	97736	98079	98422	98767	99796	100484
14.5	85360	92349	92557	92762	99337	99683	100026	100372	101403	102096
15	86685	93811	94018	94226	100939	101285	101629	101978	103013	103708

APPENDIX B

**FEA SALARY SCHEDULE (186 Days)
2023-2024**

STEP	BA	BA+18	BA+24	BA+30	MA	MA+10	MA+20	MA+30	ED SPEC	DR
0	47,178	50,201	50,379	50,560	53,225	53,523	53,820	54,116	55,009	55,601
1	49,928	53,262	53,440	53,621	56,596	56,891	57,190	57,487	58,380	58,972
2	52,674	56,328	56,506	56,683	59,980	60,279	60,575	60,873	61,763	62,356
3	55,431	59,396	59,572	59,754	63,359	63,657	63,955	64,252	65,144	65,736
4	58,177	62,451	62,627	62,803	66,721	67,018	67,316	67,613	68,503	69,098
5	60,922	65,514	65,691	65,867	70,104	70,400	70,698	70,996	71,887	72,482
6	63,671	68,578	68,754	68,933	73,481	73,779	74,076	74,373	75,263	75,856
7	66,049	71,206	71,385	71,564	76,359	76,661	76,960	77,259	78,156	78,755
8	68,428	73,835	74,014	74,196	79,240	79,542	79,845	80,145	81,050	81,653
9	70,806	76,463	76,645	76,827	82,119	82,424	82,728	83,033	83,944	84,552
10	73,184	79,092	79,276	79,459	85,000	85,307	85,612	85,920	86,838	87,451
11	78,114	84,270	84,456	84,641	90,428	90,738	91,045	91,356	92,280	92,900
12	80,491	86,900	87,087	87,273	93,309	93,620	93,930	94,244	95,174	95,798

**SCI/SXI FEA SALARY SCHEDULE (211 Days)
2023-2024**

STEP	BA	BA+18	BA+24	BA+30	MA	MA+10	MA+20	MA+30	ED SPEC	DR
0	53,519	56,948	57,150	57,356	60,379	60,717	61,054	61,390	62,403	63,074
1	56,639	60,421	60,623	60,828	64,203	64,538	64,877	65,214	66,227	66,898
2	59,754	63,899	64,101	64,302	68,042	68,381	68,717	69,055	70,064	70,737
3	62,881	67,379	67,579	67,785	71,875	72,213	72,551	72,888	73,900	74,571
4	65,996	70,845	71,045	71,244	75,689	76,026	76,364	76,701	77,710	78,385
5	69,110	74,320	74,520	74,720	79,527	79,862	80,200	80,538	81,549	82,224
6	72,229	77,795	77,995	78,198	83,357	83,696	84,032	84,369	85,379	86,052
7	74,927	80,777	80,980	81,183	86,622	86,965	87,304	87,643	88,661	89,340
8	77,625	83,759	83,962	84,169	89,891	90,233	90,577	90,917	91,944	92,628
9	80,323	86,740	86,947	87,153	93,157	93,502	93,847	94,193	95,227	95,917
10	83,021	89,723	89,931	90,139	96,425	96,773	97,119	97,468	98,510	99,205
11	88,613	95,597	95,808	96,017	102,582	102,934	103,282	103,635	104,683	105,387
12	91,310	98,580	98,792	99,003	105,851	106,203	106,555	106,911	107,966	108,674

Full-step advancement examples: step 4 moves to step 5, step 8.5 moves to 9.5.

For the employees who are on half steps, see the salary schedule here:

<https://www.farmington.k12.mi.us/transparency>

APPENDIX B

**FEA SALARY SCHEDULE (186 Days)
2024-2025**

STEP	BA	BA+18	BA+24	BA+30	MA	MA+10	MA+20	MA+30	ED SPEC	DR
0	48,122	51,205	51,387	51,571	54,290	54,593	54,896	55,198	56,109	56,713
1	50,927	54,327	54,509	54,693	57,728	58,029	58,334	58,637	59,548	60,151
2	53,727	57,455	57,636	57,817	61,180	61,485	61,787	62,090	62,998	63,603
3	56,540	60,584	60,763	60,949	64,626	64,930	65,234	65,537	66,447	67,051
4	59,341	63,700	63,880	64,059	68,055	68,358	68,662	68,965	69,873	70,480
5	62,140	66,824	67,005	67,184	71,506	71,808	72,112	72,416	73,325	73,932
6	64,944	69,950	70,129	70,312	74,951	75,255	75,558	75,860	76,768	77,373
7	67,370	72,630	72,813	72,995	77,886	78,194	78,499	78,804	79,719	80,330
8	69,797	75,312	75,494	75,680	80,825	81,133	81,442	81,748	82,671	83,286
9	72,222	77,992	78,178	78,364	83,761	84,072	84,383	84,694	85,623	86,243
10	74,648	80,674	80,862	81,048	86,700	87,013	87,324	87,638	88,575	89,200
11	79,676	85,955	86,145	86,334	92,237	92,553	92,866	93,183	94,126	94,758
12	82,101	88,638	88,829	89,018	95,175	95,492	95,809	96,129	97,077	97,714

**SCI/SXI FEA SALARY SCHEDULE (211 Days)
2024-2025**

STEP	BA	BA+18	BA+24	BA+30	MA	MA+10	MA+20	MA+30	ED SPEC	DR
0	54,589	58,087	58,293	58,503	61,587	61,931	62,275	62,618	63,651	64,335
1	57,772	61,629	61,835	62,045	65,487	65,829	66,175	66,518	67,552	68,236
2	60,949	65,177	65,383	65,588	69,403	69,749	70,091	70,436	71,465	72,152
3	64,139	68,727	68,931	69,141	73,313	73,657	74,002	74,346	75,378	76,062
4	67,316	72,262	72,466	72,669	77,203	77,547	77,891	78,235	79,264	79,953
5	70,492	75,806	76,010	76,214	81,118	81,459	81,804	82,149	83,180	83,868
6	73,674	79,351	79,555	79,762	85,024	85,370	85,713	86,056	87,087	87,773
7	76,426	82,393	82,600	82,807	88,354	88,704	89,050	89,396	90,434	91,127
8	79,178	85,434	85,641	85,852	91,689	92,038	92,389	92,735	93,783	94,481
9	81,929	88,475	88,686	88,896	95,020	95,372	95,724	96,077	97,132	97,835
10	84,681	91,517	91,730	91,942	98,354	98,708	99,061	99,417	100,480	101,189
11	90,385	97,509	97,724	97,937	104,634	104,993	105,348	105,708	106,777	107,495
12	93,136	100,552	100,768	100,983	107,968	108,327	108,686	109,049	110,125	110,847

Full-step advancement examples: step 4 moves to step 5, step 8.5 moves to 9.5.

For the employees who are on half steps, see the salary schedule here:

<https://www.farmington.k12.mi.us/transparency>

APPENDIX B-1

SPECIAL ASSIGNMENT

A. Non-seasonal Activities

- The formula used in the following table is as follows: #of points ÷ 3 = % of BA Step 0. That percentage will amount to the salary that represents yearly compensation for the specific activity. Example BPA = 37 points ÷ 3 = 12.33% of BA Step 0. The percentages and point values are as follows:

HIGH SCHOOL

CLUB/GROUP	POINT VALUE	PERCENTAGE
BPA	37	12.33
Class Advisor – Freshman, Sophomore, Junior	9	3.00
Class Advisor – Senior	20	6.66
Club*	4	1.33
Community Service Coordinator	4	1.33
CyberPatriot	23	7.66
Dance Company	31	10.33
DECA	40	13.33
Diversity Committee	13	4.33
FCCLA	26	8.66
FUPE++	17	5.66
HOSA	27	9.00
Interact/Humanitarian+++	5	1.66
Instrumental	30	10.00
Link Crew	20 per advisor to a maximum of 3 advisors, presuming no class time	6.66
MITES	20	6.66
Model UN++	9	3.00
Musical Aux Support#		
National Honor Society	11	3.66
“Paper”/School Newspaper		
-With class	4	1.33
-Without class	8	2.66
Poms++	19	6.33
Publication	6	2.00
Quiz Bowl	5	1.66
Robotics++	30	10.00
SADD	4	1.33
Science Olympiad++	5	1.66
Skills USA	19	6.33
Student Council	20	6.66
Vocal	24	8.00
Yearbook	15	5.00

2. Performing Arts

Director – play/musical, Director, Marching Band (HS)	HS	MS
Tier 1 (0-4)	3825	1700

HS Marching Band Asst. - 80%	3060	----
Tier 2 (5-9)	5175	2300
HS Marching Band Asst. - 80%	4140	----
Tier 3 (10+)	6700	3000
HS Marching band Asst. - 80%	5360	----

Cheer-Sideline	Varsity	JV/Frosh
Tier 1 (0-4)	2700	2375
Tier 2 (5-9)	3675	3250
Tier 3 (10+)	4750	4200

The stipends for Director and Sideline cheer will be provided to one individual per production and/or season

#Musical Auxiliary Support will be provided a total of \$8,000 per year at the High School Level to be distributed at the director's discretion for choreographer, art director, associate director, etc.

MIDDLE SCHOOL

CLUB/GROUP	POINT VALUE	PERCENTAGE
Club**	4	1.33
Equity Club	13	4.33
Instrumental	21	7.00
Musical Aux. Support#		
National Junior	8	2.66
Honor Society		
Robotics		
-year round	8	2.66
-Less than year-round	4	1.33
Student Council (non-class, including homeroom)	15	5.00
Vocal	20	6.66
WEB	20 per advisor to a maximum of 2 advisors, presuming no class time	6.66
Yearbook with class	10	3.33
Yearbook without class	17	5.66

Musical Auxiliary Support at the Middle School level will include a total of \$800 per year to be distributed at the director's discretion for choreographer, art director, associate director, etc.

ELEMENTARY

CLUB/GROUP	POINT VALUE	PERCENTAGE
Club**	4	1.33
Equity Club	13	4.33
Green Team	4	1.33
Instrumental	14	4.66
Safety Patrol A	8	2.66
Safety Patrol B (Schools over	8	2.66

50 safeties)		
Service Squad (Affective Focus – i.e., Student Lighthouse Team. Leader in Me, LOC)	8	2.66
Student Council	8	2.66
Vocal	14	4.66

*High School – Limit of 2

** Elementary and Middle School Clubs – Limit of 1

Preference for clubs will be given to those that support priority incentives for District and Building

+Up to 2 per year

++Unified District Clubs

SOUTH OAKLAND SKILLS CENTER

	<u>Point Value</u>	<u>%</u>
Special Olympics Head Per season	48	16

Assistant Coach (1) will be paid at 50% of the above percentage

B. Seasonal Activities

1. High School Seasonal Activities Scale

Football	Varsity	JV	Fresh	Lacrosse	Varsity	JV	Fresh
Tier 1 (0-4)	4,600	3,700	3,000	Tier 1 (0-4)	3,650	3,000	
Asst – 80%	3,700	2,950	2,400	Asst – 80%	2,900	2,400	
Tier 2 (5-9)	6,225	5,000	4,000	Tier 2 (5-9)	4,950	4,000	
Asst – 80%	5,000	4,000	3,200	Asst – 80%	3,950	3,200	
Tier 3 (10+)	8,000	6,475	5,200	Tier 3 (10+)	6,400	5,200	
Asst – 80%	6,400	5,200	4,150	Asst – 80%	5,100	4,150	
Basketball, Hockey, Wrestling	Varsity	JV	Fresh	Cheer - Comp, Cross Country	Varsity	JV	Fresh
Tier 1 (0-4)	4,550	3,825	3,575	Tier 1 (0-4)	3,475		
Asst – 80%	3,650	3,050	2,850	Asst – 80%	2,800		
Tier 2 (5-9)	6,175	5,175	4,825	Tier 2 (5-9)	4,700		
Asst – 80%	4,950	4,150	3,850	Asst – 80%	3,750		
Tier 3 (10+)	7,975	6,700	6,250	Tier 3 (10+)	6,100		
Asst – 80%	6,400	5,350	5,000	Asst – 80%	4,900		
Bowling, Track	Varsity	JV	Fresh	Tennis	Varsity	JV	Fresh
Tier 1 (0-4)	4,350			Tier 1 (0-4)	3,400	2,625	2,625
Asst – 80%	3,500			Asst – 80%	2,700	2,100	2,100
Tier 2 (5-9)	5,875			Tier 2 (5-9)	4,600	3,550	3,550
Asst – 80%	4,700			Asst – 80%	3,700	2,850	2,850
Tier 3 (10+)	7,600			Tier 3 (10+)	5,950	4,575	4,575
Asst – 80%	6,100			Asst – 80%	4,750	3,650	3,650

Swimming	Varsity	JV	Fresh	Diving	Varsity	JV	Fresh
Tier 1 (0-4)	4,175			Tier 1 (0-4)	3,350		
Asst – 80%	3,350			Asst – 80%	2,700		
Tier 2 (5-9)	5,650			Tier 2 (5-9)	4,550		
Asst – 80%	4,500			Asst – 80%	3,650		
Tier 3 (10+)	7,300			Tier 3 (10+)	5,875		
Asst – 80%	5,850			Asst – 80%	4,700		
Gymnastics	Varsity	JV	Fresh	Golf	Varsity	JV	Fresh
Tier 1 (0-4)	4,100			Tier 1 (0-4)	3,300	2,700	
Asst – 80%	3,300			Asst – 80%	2,650	2,150	
Tier 2 (5-9)	5,525			Tier 2 (5-9)	4,500	3,675	
Asst – 80%	4,400			Asst – 80%	3,600	2,950	
Tier 3 (10+)	7,150			Tier 3 (10+)	5,700	4,750	
Asst – 80%	5,700			Asst – 80%	4,550	3,800	
Volleyball	Varsity	JV	Fresh	Ski	Varsity	JV	Fresh
Tier 1 (0-4)	3,900	3,150	3,150	Tier 1 (0-4)	3,050		
Asst – 80%	3,100	2,500	2,500	Asst – 80%	2,450		
Tier 2 (5-9)	5,300	4,250	4,250	Tier 2 (5-9)	4,125		
Asst – 80%	4,250	3,400	3,400	Asst – 80%	3,300		
Tier 3 (10+)	6,850	5,500	5,500	Tier 3 (10+)	5,350		
Asst – 80%	5,500	4,400	4,400	Asst – 80%	4,300		
Baseball, Softball, Soccer	Varsity	JV	Fresh				
Tier 1 (0-4)	3,825	3,050					
Asst – 80%	3,050	2,450					
Tier 2 (5-9)	5,175	4,125					
Asst – 80%	4,150	3,300					
Tier 3 (10+)	6,700	5,350					
Asst – 80%	5,350	4,300					

2. Middle School Seasonal Activities Scale

Football		Cross County		Basketball	
Tier 1 (0-4)	2,625	Tier 1 (0-4)	2,275	Tier 1 (0-4)	2,875
Asst – 80%	2,100	Asst – 80%	1,800	Asst – 80%	2,300
Tier 2 (5-9)	3,550	Tier 2 (5-9)	3,075	Tier 2 (5-9)	3,900
Asst – 80%	2,850	Asst – 80%	2,450	Asst – 80%	3,100
Tier 3 (10+)	4,575	Tier 3 (10+)	3,975	Tier 3 (10+)	5,000
Asst – 80%	3,650	Asst – 80%	3,200	Asst – 80%	4,000
Volleyball, Wrestling		Track			
Tier 1 (0-4)	2,525	Tier 1 (0-4)	2,775		
Asst – 80%	2,000	Asst – 80%	2,200		
Tier 2 (5-9)	3,425	Tier 2 (5-9)	3,775		
Asst – 80%	2,750	Asst – 80%	3,000		
Tier 3 (10+)	4,400	Tier 3 (10+)	4,875		
Asst – 80%	3,500	Asst – 80%	3,900		

Tiers in the seasonal tables above are based on years of experience as a coach in the sport in question. In moving individuals to the scale above, anyone that has been paid at a higher amount for seasonal activities in the 2020-2021 school year will be held harmless and will receive the same level of pay unless/until he/she moves to a higher tier.

- C. In the event a teacher involved in B-1 activities elects not to complete the season or year, or the activity is terminated due to a lack of participants, he/she shall receive a pro rata portion of his/her B-1 salary. When a team becomes involved in M.H.S.A.A. sanctioned playoffs that exceed scheduled seasonal weeks in the matrix system, the pre-assigned coaching staff will receive an additional pro-rata weekly payment. Should the M.H.S.A.A. change the length of the season and/or number of contests, the above point values and percentages will be adjusted in accordance with the matrix.
- D. The additional salary paid for non-seasonal special assignments will be determined by applying the percentage factor to step 0 the Bachelor's Degree Salary Schedule.
- F. Vacancies in B-1 Seasonal
 - 1. a. Persons occupying B-1 Schedule positions will be employed on an annual basis by the District. Unless the District notified the person occupying a B-1 Schedule position within sixty (60) days following the conclusion of an activity that their services will be discontinued for the activity, they will continue in the activity. Likewise, a person will have the responsibility to notify the District sixty (60) days following the conclusion of the activity if they will not be continuing in the activity.
 - b. In the event a person does not notify the District within sixty (60) days following the conclusion of the activity that they will not be continuing in the activity, the position need not be posted and the District will fill the position as soon as possible.
 - c. Unit members who are unable to participate in their B-1 activity for an entire season due to illness, will be returned to their position the following season in the event they wish to do so.
 - d. Any person hired to replace a bargaining unit member who will be absent for the season due to illness will be doing so on an interim basis for one season only.
- 2. a. Seasonal vacancies created by proper resignation, dismissal, nonrenewal or newly created positions will be posted by building and activity.
- b. Posting of the vacancies for seasonal activities will require written application to the Director of Athletics, and the Director will respond with written acknowledgment of the application.
- 3. a. Vacancies in non-seasonal, non-instructional activities created by proper resignation, nonrenewal, or newly created positions will be posted within the building according to activity. In the event the vacancy cannot be filled within the building, the vacancy will be posted by the Personnel Office, district wide, by building and activity.
- b. Posting of the vacancies for non-seasonal, non-instructional activities will require written application to the appropriate person (building principal if posted with the building or Executive Director of Human Resources if posted district wide), and the appropriate person (as described above) will respond with written acknowledgment of the application.
- 4. The assignment of posted positions listed in this schedule will be offered to qualified bargaining unit members. Such posted vacancies may be filled by persons outside of the bargaining unit if no qualified member of the bargaining unit applies. As used herein, "qualified" means meeting the minimum qualifications set forth in the relevant initial job

posting.

5. a. In the event a teacher is notified that they have been dismissed or released from a B-1 position according to Appendix B-1, F.1.a., the teacher will be notified of nonrenewal in writing and written rationale will accompany said notice. The teacher and Association will be entitled to a hearing with the Assistant Superintendent for Human Resources (or equivalent position) within ten (10) school days of release from a B-1 schedule position.
- b. In the event the Association or person is not satisfied with the Assistant Superintendent for Human Resources' decision on dismissal or nonrenewal in a B-1 position, they can appeal the decision within ten (10) school days of the decision to the Superintendent. The Superintendent will hold a hearing and issue a final decision on the matter no later than fifteen (15) school days following the appeal.
- c. The Association will be notified immediately in the event of dismissal or position according to Appendix B-1, F.1.a. A teacher will have the right of Association representation at any hearing or appeal and will be advised of this right.
- d. Any documented evidence used during a hearing under the above paragraphs regarding a person's performance will have to have been shared with the person involved within one week of the date that the document was received by a Principal, Supervisor, or the Director of Athletics.

APPENDIX B-1 (continued)

G. 1. a. Other Extra Duties

Extra Duty Rate	\$27.00 for 2023-24
<i>(per hour computed to the quarter hour, or portion thereof)</i>	\$27.54 for 2024-25

Secondary Ticket Taker or Event Official <i>(double events will be paid at 1.5 times the single event rate)</i>	\$32.45 for 2023-24
	\$33.10 for 2024-25

Saturday Testing Program	\$26.54 for 2023-24
	\$27.07 for 2024-25

After School and Saturday Detention	\$26.54 for 2023-24
	\$27.07 for 2024-25

Outdoor Education	\$127.73 for 2023-24
	\$130.28 for 2024-25

b. Secondary Ticket Taker or Event Official

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

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

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

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

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

H. Other Special Assignments

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

- b. Reading Specialists
- c. Art Consultants
- d. Music Consultants

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

<u>Experience</u>	<u>Amount</u>
0	\$705
1	\$765
2	\$825
3	\$885
4	\$945
5	\$1,005
6	\$1,065
7	\$1,125
8	\$1,185
9	\$1,245
10	\$1,305

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

- a. School Social Workers
 - b. School Psychologists
 - c. School Nurses
 - d. Occupational Therapists
 - e. Physical Therapists
 - f. Speech therapists, for the period of the time they have achieved and maintained the certificate of clinical competency
2. Vocationally certified teachers and coordinators teaching students enrolled in an approved Vocational Education Program, will receive one (1) of the following:
- a. \$100 minimum stipend per year.
 - b. Teachers of a wage earning preparatory class, will receive two dollars (\$2.00) per vocationally reimbursed student, to a maximum of twenty-two (22) per class, not to exceed six (6) classes per trimester/semester.
 - c. Home Economics Teachers will receive one dollar and twenty cents (\$1.20) per vocationally reimbursed student, to a maximum of twenty-two (22) per class, not to exceed six (6) classes per trimester/semester.

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

- 3.
- a. Acting principals appointed by the District at elementary buildings, and Visions Unlimited will be compensated at 5% of the B.A. minimum salary annually. For programs that exceed the traditional school calendar, the acting principal will be paid on a pro rata basis for the additional days.
 - b. 1) In the event an administrator in the buildings identified above is absent more than ten (10) consecutive days, the Board appointed replacement, if from the bargaining unit, will be paid the difference of his/her daily rate and the beginning daily rate of an elementary principal.

- 2) The Board will release the bargaining unit member from his/her duties and provide a substitute.
4. High school athletic coordinators appointed by the District will be compensated at 15% of the BA minimum salary annually. In addition, the high school athletic coordinators will be released for one regular class period per day. It is understood by the parties that this position is not to be attached to any specific teaching schedule or curriculum.

APPENDIX C-1

Farmington Public Schools 2021-2022 School Calendar

August 23	Staff Meeting AM/Teacher Workday PM
August 24	No Students – All Day Building Professional Development Day
August 25	No Students – All Day District Professional Development
August 26	No Students – District Workday AM, Teacher Workday in Classrooms PM
August 27	Staff non-reporting day – Virtual PD
August 30	First Day of School – All K-12 Students AM only; District Workday PM
September 3	No Students or Staff
September 6	No Students or Staff – Labor Day Holiday
October 29	All K-12 Students AM; Professional Development for FEA Staff PM
November 2	No Students – Full Day Professional Development for Staff (Election Day)
November 11	Elementary Students AM; Elementary Parent Teacher Conferences PM and Evening
November 19	All K-5 Students AM; K-5 Teacher Records Day PM; K-8 STEAM Records/PD; End of First Trimester
November 24-26	No School – Thanksgiving Recess
November 29	School Reconvenes
December 20-31	No School – Winter Vacation
January 3	School Reconvenes
January 14	All K-12 Students AM; Professional Development for FEA Staff PM
January 17	No School – Martin Luther King, Jr. Day
January 21	Middle and High School Students AM; Middle and High School Teacher Records Day PM; End of Semester
February 21-25	No School – February Break
February 28	School Reconvenes
March 11	K-5 Students AM; K-5 Teacher Records Day – End of Second Trimester
March 28-April 1	No School – Spring Recess
April 4	School Reconvenes
April 15	No School – Good Friday
May 27	K-5 Students AM
May 30	No School – Memorial Day
June 15	Last Day of School – All Students AM; Teacher Records Day PM; End of Third Trimester/Second Semester
June 16	Teacher Workday

**For calendar purposes, K-8 STEAM will follow the elementary schedule.

Dates for Open Houses, Curriculum Nights, and other activities are yet to be determined, and will be posted on the District and individual school websites.

*In order to provide flexibility in meeting the needs of each building school community, buildings will be allowed to adjust in District workdays to provide for:

- Parent and student “meet and greet” time, which positively supports students’ transition back to school
- General transition activities for students to acclimate to a new year, new school or environment, or new peer and staff (this could include LINK, WEB, etc.)
- Teacher/Staff meetings to develop an understanding of students’ 504 plans and needs
- Teacher/Staff meetings to develop an understanding of students’ IEP plans and needs
- Administrative overview regarding safety procedures (arrival/dismissal, hallway and lunchroom monitoring, measures to monitor any necessary social distancing, etc.)

No meetings shall be held during August Teacher Workday times.

APPENDIX C-2

Farmington Public Schools 2022-2023 School Calendar

August 22	Staff Meeting AM/Teacher Workday PM
August 23	No Students – All Day Building Professional Development Day
August 24	No Students – All Day District Professional Development
August 25	No Students – District Workday AM, Teacher Workday in Classrooms PM
August 26	Staff non-reporting day – Virtual PD
August 29	First Day of School – All K-12 Students AM only; District Workday PM
September 2	No Students or Staff
September 5	No Students or Staff – Labor Day Holiday
October 28	All K-12 Students AM; Professional Development for FEA Staff PM
November 8	No Students – Full Day Professional Development for Staff (Election Day)
November 10	Elementary Students AM; Elementary Parent Teacher Conferences PM and Evening
November 18	All K-5 Students AM; K-5 Teacher Records Day PM; K-8 STEAM Records/PD; End of First Trimester
November 23-25	No School – Thanksgiving Recess
November 28	School Reconvenes
December 26-Jan 6	No School – Winter Vacation
January 9	School Reconvenes
January 13	All K-12 Students AM; Professional Development for FEA Staff PM
January 16	No School – Martin Luther King, Jr. Day
January 20	Middle and High School Students AM; Middle and High School Teacher Records Day PM; End of Semester
February 20-24	No School – February Break
February 27	School Reconvenes
March 10	K-5 Students AM; K-5 Teacher Records Day – End of Second Trimester
March 27-31	No School – Spring Recess
April 3	School Reconvenes
April 7	No School – Good Friday
May 26	K-5 Students AM
May 29	No School – Memorial Day
June 14	Last Day of School – All Students AM; Teacher Records Day PM; End of Third Trimester/Second Semester
June 15	Teacher Workday

**For calendar purposes, K-8 STEAM will follow the elementary schedule.

Dates for Open Houses, Curriculum Nights, and other activities are yet to be determined, and will be posted on the District and individual school websites.

*In order to provide flexibility in meeting the needs of each building school community, buildings will be allowed to adjust in District workdays to provide for:

- Parent and student “meet and greet” time, which positively supports students’ transition back to school
- General transition activities for students to acclimate to a new year, new school or environment, or new peer and staff (this could include LINK, WEB, etc.)
- Teacher/Staff meetings to develop an understanding of students’ 504 plans and needs
- Teacher/Staff meetings to develop an understanding of students’ IEP plans and needs
- Administrative overview regarding safety procedures (arrival/dismissal, hallway and lunchroom monitoring, measures to monitor any necessary social distancing, etc.)

No meetings shall be held during August Teacher Workday times.

APPENDIX C-3

Farmington Public Schools 2023-2024 School Calendar

August 21	Staff Meeting AM/Teacher Workday PM
August 22	No Students – All Day Building Professional Development Day
August 23	No Students – All Day District Professional Development
August 24	No Students – District Workday AM, Teacher Workday in Classrooms PM
August 25	Staff non-reporting day – Virtual PD
August 28	First Day of School – All K-12 Students AM only; District Workday PM
September 1	No Students or Staff
September 4	No Students or Staff – Labor Day Holiday
October 27	All K-12 Students AM; Professional Development for FEA Staff PM
November 7	No Students – Full Day Professional Development for Staff (Election Day)
November 9	Elementary Students AM; Elementary Parent Teacher Conferences PM and Evening
November 17	All K-5 Students AM; K-5 Teacher Records Day PM; K-8 STEAM Records/PD; End of First Trimester
November 22-24	No School – Thanksgiving Recess
November 27	School Reconvenes
December 25-Jan 5	No School – Winter Vacation
January 8	School Reconvenes
January 12	All K-12 Students AM; Professional Development for FEA Staff PM
January 15	No School – Martin Luther King, Jr. Day
January 19	Middle and High School Students AM; Middle and High School Teacher Records Day PM; End of Semester
February 19-23	No School – February Break
February 26	School Reconvenes
March 8	K-5 Students AM; K-5 Teacher Records Day – End of Second Trimester
March 25-29	No School – Spring Recess
April 1	School Reconvenes
May 24	K-5 Students AM
May 27	No School – Memorial Day
June 11	Last Day of School – All Students AM; Teacher Records Day PM; End of Third Trimester/Second Semester
June 12	Teacher Workday

**For calendar purposes, K-8 STEAM will follow the elementary schedule.

Dates for Open Houses, Curriculum Nights, and other activities are yet to be determined, and will be posted on the District and individual school websites.

*In order to provide flexibility in meeting the needs of each building school community, buildings will be allowed to adjust in District workdays to provide for:

- Parent and student “meet and greet” time, which positively supports students’ transition back to school
- General transition activities for students to acclimate to a new year, new school or environment, or new peer and staff (this could include LINK, WEB, etc.)
- Teacher/Staff meetings to develop an understanding of students’ 504 plans and needs
- Teacher/Staff meetings to develop an understanding of students’ IEP plans and needs
- Administrative overview regarding safety procedures (arrival/dismissal, hallway and lunchroom monitoring, measures to monitor any necessary social distancing, etc.)

No meetings shall be held during August Teacher Workday times.

APPENDIX C-4

Farmington Public Schools 2024-2025 School Calendar

School Year Calendar for 2024-2025 to be agreed upon.

Association and District to meet, with equal representatives, no later than November 2023 to agree on a 2024-2025 School Year calendar.

- 186 days and 211 days for teachers and SXI teachers, respectively.
- Student enrollment will need to calculate the hours/days to make sure that we are meeting the State requirement, consistent with Art. V.A.7. (“Total instructional time at all levels will be provided consistent with the requirements established by law.”)
- Consideration of alignment with Oakland County breaks as deemed appropriate by both sides (<https://www.oakland.k12.mi.us/about/calendar/common-calendar>)
- Calendar to mimic similar breaks, PD, and total work days as already agreed upon for 2023-2024.

APPENDIX D

ANCILLARY STAFF

WORKING AND TEACHING CONDITIONS

In the event teachers return from leave and no position exists for which they are qualified according to the provisions found in Article VIII, they will be offered a regular teaching contract as a substitute.

LEAVE POLICIES

Voluntary Layoff Leave:

- A. Voluntary Layoff Leave, without pay or fringe benefits, will be granted to eligible teachers for a period of up to one (1) year. An eligible teacher is any teacher not currently on layoff, and whose position may be filled by someone on the layoff list prior to the beginning of the next school year. He/she shall notify the Human Resources Office, in writing, of their intent to go on Voluntary Layoff prior to the beginning of the next school year. The leave will be granted prior to the beginning of the next school year.
- B. A Voluntary Layoff Leave must commence at the beginning of the following school year, and must terminate at the end of that school year, unless earlier termination is agreed to by the Human Resources Office and the teacher.
- C. When teachers are granted a Voluntary Layoff Leave, they shall retain the following employment rights held by them before such leave was granted.
 - 1. The same position on the salary schedule as held when the leave was granted. Starting with the 1970-71 school year, if a teacher has been employed at least half of the teacher work days plus one (1) during the first or second half of his/her work year, experience credit will be allowed.
 - 2. Unused sick leave, as held at the start of the leave.
 - 3. Effective with the beginning of the 1986-87 school year, any leaves which are granted will accrue up to three years of seniority.
- D. Reemployment will be conditioned by the availability of an opening for which individuals are certified and qualified. In the event no position exists for which they are certified according to these provisions, they will be offered a regular teaching contract as a substitute.
- E. Employees on a leave of absence must give written notice to the Executive Director of Human Resources by March 1, of the year the leave expires, of their intention to return or request an extension of their leave. The notice of intention to return or the request of an extension of their leave is the responsibility of the individual. In the event such notice is not received, the District has the discretion to interpret this as a resignation.
- F. Upon request by March 1, a first (1st), second (2nd), and third (3rd) extension of a Voluntary Layoff Leave will be granted to eligible teachers as defined above.

TEACHER EMPLOYMENT AND ASSIGNMENT

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

VACANCIES, PROMOTIONS, AND TRANSFERS

- A. Posting Procedures:
1.
 - a. An administrative vacancy that has not been filled by reassignment will be posted in every school building for a period of five (5) calendar days.
 - b. Such posting will list the qualifications for the posting.
 - c. Any qualified teacher may apply for such vacancy.
 - d. Unsuccessful candidates may request a constructive and comprehensive evaluation of their potential.
 - e. Decision of the Board under this provision shall be final.
 2. The District will post bargaining unit vacancies for a period of five (5) work days and fill them according to paragraph B.1. below.
- B. Vacancies and Voluntary Transfers:
1. Vacancies:
 - a. A vacancy shall be defined for the purposes of this agreement as:
 - 1) A newly established position;
 - 2) A position that becomes vacant between the opening day of school and April 1st

of any school year;

- 3) A position that becomes vacant from April 1st until the opening day of school.
- b.
- 1) Posted vacancies will either be filled immediately or will be considered to be filled as of the next semester for high school vacancies or the following year for all other vacancies.
 - 2) If the District determines that the position vacated is not needed, the employee who received the position when it was posted will be considered to have been filling the vacancy since the posting date for purposes of determining which teacher will be transferred from the building. If the employee receiving the vacancy is the least senior teacher he/she will then be considered to be an involuntary transfer and will have the rights afforded in this Appendix.
 - 3) Any new teacher hired or recalled into a temporary position for the remainder of a school year will have the rights of a teacher provided within.
 - 4) The succeeding vacancy created will not be posted if there is a teacher on recall who is qualified to fill the vacancy.
- c.
- In filling a vacancy, the Board will select the most senior applicant who is certified and qualified. In the event the most senior and qualified applicant is not placed in a posted position, the Association may appeal the decision directly to Step Three of the grievance procedure. The Superintendent's decision at Step Three of the grievance procedure may be appealed directly to Step Four of the grievance procedure. The District may elect to recall a teacher from the recall list to fill the open position that resulted from that filling.

2. Voluntary Transfers:

- a. A voluntary transfer will be defined as a transfer to an open position during the period from April 1st until opening day of school for teachers.
- b. Voluntary transfers may be granted to teachers by the Human Resources Office following the placement of involuntary transfers each school year, and during the recall process until the beginning of each school year.
- c. Beginning the first day of each school year for teachers, teachers desiring a voluntary transfer to a different building or position shall indicate, in writing to the Human Resources Office, their request to transfer with as many specifics as possible. Such requests will be kept on file until the beginning of each school year, and also will be kept confidential upon written request of the teacher.
- d. Members of the unit will be notified of positions available for voluntary transfer following the recall process at the conclusion of each school year, but no later than the first Friday in June. Staff will electronically receive postings of additional positions that become available during the summer and postings will be shared with the association office.
- e. Members of the bargaining unit will be contacted for their approval prior to placement in a requested voluntary transfer position.
- f. The decision of the Assistant Superintendent for Human Resources on the granting of a voluntary transfer shall be final.

C. Involuntary Transfers:

1. Since the frequent transfer of teachers from one school to another is disruptive of the educational

process and interferes with the optimum teacher performance, the parties agree that involuntary transfers of teachers are to be minimized and avoided wherever possible.

2. An involuntary transfer is defined as the transfer of any teacher from one school building to another without the approval of that affected teacher.
 3. a. Seniority shall be defined as the total length of service as an employee of Farmington Public Schools in a bargaining unit position, including all leaves of absence, with the exception of personal leaves. This length of service shall mean all total service with the employer in an FEA bargaining unit position, and not necessarily continuous, uninterrupted service. An individual's seniority date shall be the date of initial hire by the District into a bargaining unit position, as defined above, and shall only be adjusted because of an interruption of membership as defined in this paragraph or elsewhere within the Master Agreement.
 - b. In the event two (2) teachers have the same length of service in Farmington, the additional determining factors will be in rank order:
 - 1) Total years of teaching service.
 - 2) Highest earned degree.
 - 3) Prior employment with FPS
 - 4) Last four (4) digits of Social Security number (lowest).
 4. If involuntary transfers are found to be necessary, the teacher will be notified. Upon request of the teacher, a meeting will be held between the teacher, the Association, and the Superintendent's designee, at which time the teacher will be notified of the reasons for such transfer.
 5. By June 1st, a meeting will be held with all involuntarily transferred teachers, at which time:
 - a. Involuntarily transferred teachers will be given the opportunity to select vacancies from a list of all known openings provided to them and the Association prior to the meeting.
 - b. Five (5) days prior to this meeting, the District will provide lists to the affected teachers and the Association, showing vacancies and assignments.
 - c. Teachers who do not select a vacancy shall select a particular tentative assignment, provided the teacher in that position has less seniority than the transferring teacher. After an involuntarily transferred teacher selects an assignment, adjustments in the remaining tentative assignments may be made.
 - d. The selection of positions will be done in seniority order.
 - e. Any teacher involuntarily transferred by another teacher, shall have up to one (1) week to select another position.
 6. Following the involuntary transfer process and prior to the conclusion of the school year, teachers, if they agree, will be returned to any vacant position for which they are certified that occurs in the building at which they are assigned at the time of the involuntary transfer process. Following the conclusion of the school year, the teacher may be returned to their previous position by mutual agreement of the teacher, Association, and School District.
- D. Professional Transfer: In the best interest of the teacher(s), either the District or the Association may request either the transfer of a teacher to an existing vacancy before it is posted or the exchange of teachers in two positions. Prior to the transfer being made, consent must be given by the District and the Association and the teacher(s) involved. It is understood that said transfer may not in any way be construed as a disciplinary action. The resulting vacancy (if any) will then be posted, if the vacancy

occurs between the opening day of school and April 1. Decisions made as a result of this section are non-grievable.

E. Part-time Positions

1. Any teacher who accepts a part-time position at the District's request will be reassigned to a full-time position for the next school year at the conclusion of the involuntary transfer process, if requested by the teacher by March 1st of the current school year.
2. Any teacher who occupies a part-time position will have the right to request a transfer by March 1st of the current school year to a full-time position for the next school year. The transfer will be granted at the conclusion of the involuntary transfer process, if a full-time position is available. These teachers will be granted a full-time position prior to persons covered by 3. below.
3. Any teacher who is hired into a part-time position will have the right to request a transfer by March 1st of the current school year to a full-time position for the next school year. The transfer will be granted at the conclusion of the involuntary transfer process if a full-time position is available.

REDUCTION OF PERSONNEL

- A. No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof, unless said teacher shall have been notified of said layoff by April 30 of the previous school year. The official action of the Board of Education at a public meeting shall constitute such notice. Teachers hired after April 30, will not be covered under the provisions of the paragraph. Such teachers who have to be laid-off, shall receive notice of layoff prior to June 15, of the previous school year.
- B. Before official action on a reduction of teachers is taken by the Board of Education, the Assistant Superintendent for Human Resources will, two weeks prior to the Board meeting, review and discuss the contemplated reduction with Association Representatives. On or before April 1, the Association shall be presented a list of all members of the bargaining unit, in seniority order. A listing will also be provided of teacher building, location, and teaching assignment one (1) week prior to any involuntary transfers or recall of teachers.
- C. In cases requiring a reduction of the teacher work force, the order of reduction shall be in order of seniority.
- D. Teachers whose services are terminated because of a necessary reduction in personnel shall be recalled and appointed to the first (1st) vacant assignment in the school district, according to seniority, for which they are certified and qualified.
 1. Teachers currently employed in the positions below are considered qualified to hold the positions.
 - a. **Counselor with no teacher certification**
 - 1) Two years of teaching and/or school counseling experience in a school district or related educational setting, and
 - 2) Possession of a school guidance counselor endorsement (NT) or a current school counselor license.
 - b. **Career Development Coordinator**
Counseling certification (NT) or a Michigan Teaching Certificate plus completion of the coursework for career development facilitate or certification

- c. **Social and Emotional/Support Personnel**
Certificate/License as School Psychologist (SG) or School Social Worker (SD) or Guidance and Counseling (NT K-9 or K-12).

Training in Student Assistance, Conflict Resolution, and Collaborative consultation (training may be completed before or after selection for the position)

For persons hired from outside of the District, preference will be given for:

- 1) Two (2) years of experience in a school setting
- 2) Two (2) years of experience working with schools
- 3) Two (2) years of experience in the field

2. A teacher will have the right to refuse recall twice to a position in a given school year and still maintain his/her position on the recall list. If a teacher refuses recall to an assignment and maintains his/her position on the recall list, it is understood that he/she will no longer be eligible for unemployment compensation. Verbal non-acceptance of recall to the Human Resources Office will be acceptable, provided written confirmation of the refusal of recall is provided to the involved teacher and the Association.

- E. At the time of recall of any teacher, the Association and the Board agree that a teacher's eligibility for recall shall terminate if he/she:

1. Failed to accept a third recall.
2. Failed to respond within ten (10) days of their receipt of a written call-back notice sent by the Board.

- F. Teachers will remain on the recall list for a time equal to their seniority (length of service) but not less than three (3) years.

TEACHER EVALUATION AND DISCIPLINE

A. ***Discipline and Discharge***

1. No teacher shall be disciplined, demoted, dismissed, or suspended without pay, or reprimanded without reasonable or just cause. The action shall be appropriate to the offense, and uniformly administered. Reasonable and just cause shall include, among other causes:
 - a. Incompetence.
 - b. Insubordination.
 - c. Immorality.
 - d. Any violation of the terms of this agreement.
 - e. Lapse of certification.
2.
 - a. When ancillary teachers are notified of discharge by the Personnel Office, they will also be notified of their right to have a closed Board hearing on the merits of such action. The hearing may be held after official Board action of their dismissal, providing the hearing request is made within twenty (20) school days of official notification of discharge. If probationary teachers request a hearing, they will receive a written statement of the reasons their work performance was considered unsatisfactory ten (10) school days in advance of the hearing. The decision of the Board, regarding their reinstatement, will be final and non-grievable.
 - b. In positions where certification is not required, or tenure does not apply, the first four (4)

school years of employment shall be deemed to be probationary. An individual will be required to serve only one (1) probationary period in the District.

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

TEACHER PROTECTION

- A.
 - 1. Any case of alleged assault and/or battery upon teachers, which had its inception in a school-centered problem, shall be promptly reported to the Board or its designated representative. Then Board shall provide legal counsel to advise teachers of their rights and obligations with respect to alleged assault and/or battery, and shall render other assistance it deems necessary to the teacher in connection with handling the incident by law enforcement and judicial authorities. Time lost by teachers other than for disability in connection with incidents described above will not be charged to teacher unless teachers are adjudged guilty, or judgement is rendered against them in connection with such alleged assault and/or battery.
 - 2. Complaints made by a parent, community member, pupil, or non-supervisory staff which are directed at the teacher's performance shall be promptly called to the teacher's attention. The immediate supervisor will refer the complainant to the teacher, where appropriate, in an attempt to try to resolve the issue. Prior to the complaint or the supervisor's findings thereof being placed in the teacher's personnel file, the teacher's immediate supervisor shall first review it to determine whether the complaint is valid. If the complaint is found to be invalid, neither the complaint nor the supervisor's findings will be placed in the personnel file.
 - 3. If any complaints are received, which are anonymous to the teacher, the teacher shall be notified but no action will be taken on them and they will not be placed in the teacher's personnel file. No unsigned complaints or complaints that were signed with the signature blocked out or obliterated may be placed in the teacher's personnel file.
- B.
 - 1. Any document related to a teacher's work performance that is added to the teacher's personnel file will be clearly annotated at the bottom of each page "cc: Personnel File". The document will be initialed or signed by the teacher. A copy of the document will be sent to the teacher upon receipt in the Human Resources Office.
 - 2. The teacher will be entitled to attach a dissenting opinion and/or clarifying statement to the document. This opinion/ statement will be initialed or signed by the teacher and the administrator or the Assistant Superintendent for Human Resources. A copy of the document will be sent to the teacher upon receipt in the Human Resources Office.

APPENDIX E

GRADE CHANGE PROCEDURES

BUILDING LEVEL PROCEDURES: FIRST LEVEL

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

GRADE REVIEW PANEL PROCEDURES: SECOND LEVEL

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

APPENDIX F

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

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

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

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

Farmington Education Association, MEA-NEA

Farmington Public Schools

Date

Date

APPENDIX G

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

1. The purpose of the installation of cameras/monitors is to increase the safety and security in that building.
2. Prior to the installation of cameras/monitors in a building, the Association will be given an effective voice in the decision. The entire staff in the building will be notified prior to placement of cameras/monitors, unless the Association agrees that notification is not needed.
3. The cameras will not be hidden.

FEA, ESP, FMC, MEA-NEA

Farmington Public Schools

Date

Date

APPENDIX H

PERSONAL BUSINESS NOTIFICATION FORM

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

_____All Day

_____AM Only

_____PM Only

I understand that it is my responsibility to report this personal business day into the absence management system.

Signature

Date

APPENDIX I

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

RE: 403B PLANS

The parties hereby agree to amend Article VII. A. 9 a.2. 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 Education Association, MEA-NEA

Farmington Public Schools

Date

Date

APPENDIX J

MEMORANDUM OF UNDERSTANDING between the OUR LADY OF SORROWS and the FARMINGTON PUBLIC SCHOOLS

The parties agree to the following:

- Our Lady of Sorrows school day will resemble the elementary school schedule.
- Spring Break will follow Easter with no school on Good Friday. If FPS staff choose the Farmington schedule, a substitute will be arranged when the calendars are different. If they choose the Sorrows break, they will have three comp days or pay per diem.
- Extra duty rate will be paid for an extra monthly staff meeting.
- Activities outside of the school day will be compensated with B-1 matrix payment. Administration at Sorrows will identify those activities that will be offered.
- Curriculum Night and Open House will be attended per Our Lady of Sorrows.
- Staff will attend the FPS in-service during the first week for teachers.
- For compensation for the Sorrows Meet and Greet at the beginning of the year, staff will choose either extra duty or comp time. Comp time must be taken during non-instructional time (no substitutes).
- Conference Funds will be shared with the Warner Middle School.
- Teacher workdays at the end of tri-semesters, staff chooses ½ day sub or 3 hours of extra duty pay.
- In lieu of class size overages, staff will be paid with 3 days of comp time.
- School business days will be allocated by the following equation: 1.5 days per number of staff.

APPENDIX K

STUDENT RETENTION & RECRUITMENT

The parties agree to establish a joint committee composed of administrators, teachers, and others as agreed upon, to study and address ways to improve retention and recruitment of students to maintain and increase student enrollment. Such committee shall begin meeting within 45 days after ratification of the parties' agreement.

APPENDIX L
2016-2019 EIP LANGUAGE
(for reference purposes only)

N. Extended Illness Protection

1. Teachers who have exhausted or anticipate exhausting their personal sick bank may contact the Human Resources Office to apply for Extended Illness Protection (EIP). A committee composed of two representatives named by the Board and two named by the Association will decide whether to lend sick days for an extended illness. While the request is being processed, the teacher's compensation and benefits will not be altered. If the committee decides not to grant the request, the appropriate adjustment in compensation will be made. All references to "days" shall refer to workdays in this section.
 - a. All decisions of the committee on whether to lend all or a portion of the additional sick days requested by the teacher require a majority committee vote. These decisions will be final and non-grievable.
 - b. Upon application for EIP, the employee must provide a written doctor's certification to the committee.
 - c. The teacher's personal sick bank must be exhausted prior to the use of borrowed days under EIP. At that point, there shall be a waiting period of five (5) consecutive workdays missed to qualify for EIP. Teachers who are hospitalized for three (3) consecutive days shall qualify for extended illness protection.
 - d. The reasons for borrowing days shall be due to personal illness.
2. The total borrowed days shall not exceed ninety (90) days at any given time.
3. Teachers who borrow sick leave days from the District under the extended illness plan must refund the days in the subsequent years at a rate of no higher than five (5) days per year until the total number of days borrowed have been refunded.
4. A teacher who does not return to work because of health reasons or death, will not be responsible for refunding days to the District that were granted by the committee. The obligation of a teacher who was laid off shall be held in abeyance until the teacher returns to active employment with the District. A teacher who resigns for purposes other than retirement shall be responsible for refunding any borrowed days above the number in that teacher's sick leave bank at the time of resignation at the rate of forty dollars (\$40.00) per day. A teacher who resigns for the purpose of retirement shall be responsible for refunding any balance of borrowed days through deduction of Retirement Benefits funds (Article VII.E.) at the rate of thirty-five dollars (\$35.00) per day up to the maximum of the Retirement Benefit for which the teacher is eligible.

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