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**Master Contract**

*between the*

**Farmington Board of Education**

*and the*

**F.E.A., MEA/NEA**

**2025-2027**

**Farmington, Michigan**

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## **AGREEMENT**

This AGREEMENT, made and entered into July 16, 2025, 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").

## **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 the Association President will receive release from teaching duties for anywhere from one-half (0.5 FTE) up to full-time of the school day, at the Association's discretion. The Association shall inform the District no later than March 31 of the release time request for the next school year. Additionally, a full-release president responsibilities shall include, but not limited to: assistance with new teacher onboarding, new teacher induction days, new teacher monthly meetings, and the teacher mentoring program. In the event the Association elects less than full-time release, teaching duties will be a non-load bearing student roster without daily classroom teaching responsibilities benefiting both the Association and District. Placement consideration(s) will be mutually decided between the Assistant Superintendent of Human Resources and the Association President for the following school year and no later than the first week in May. The Board will provide the appropriate salary and fringe benefits in Article VII.
- K. Bargaining unit employees covered by the terms of this Agreement may voluntarily join the Farmington Education Association.
  - 1. Within thirty (30) days of the beginning of employment, the bargaining unit employee may sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments to the Association. Such authorization shall be voluntary. Written notice of revocation shall be effective to cancel all deductions which are scheduled more than thirty (30) days after the date the written notice is received by both the Board and Association. (see Appendix M-1).
  - 2. Pursuant to such authorization, deduction on membership dues shall be made from nineteen (19) consecutive pays beginning with the second pay in September of each year, and the Board agrees to remit to the Association all monies deducted, within two (2) weeks of each payroll deduction, accompanied by a list of bargaining unit employees from whom the deductions have been made. The amount of the deduction shall be determined by the Association each year.

### **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 website link 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.
  - M. **Seniority**
    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., including all leaves of absence, with the exception of personal leaves granted under Article VIII.L. 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 herein.
    2. In the event two (2) or more teachers have the same length of service in Farmington, the additional determining factor will be in rank order:
      - a. Total years of teaching service
      - b. Highest degree earned
      - c. Prior employment with FPS
      - d. Last four (4) digits of Social Security number (lowest)

#### **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 ensuring 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. The Board shall make every reasonable attempt to notify the association president of any incidence of violence against any teacher(s) on the day the incidence occurs, or the day the Board first becomes aware of the issue.

## 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:

Young 5's – High School: Two (2) sessions in the Fall and one (1) session in the Spring.

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

A joint committee, of equal numbers from each of the parties, shall convene upon ratification of this agreement to establish recommendations for District-wide processes, procedures, and expectations for conference sessions.
    - 2) It is understood that classroom teachers will make every reasonable attempt 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 as covered under this agreement will be present and shall participate in 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. The District shall be responsible for documenting these hours using the state's system (MOECS). The District will provide the required Professional Development hours 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) As a condition of employment, all bargaining unit employees will engage in a maximum of six (6) hours of required annual compliance modules, delivered in an asynchronous format (i.e. GCN's, or similar), outside their regular workday, due no later than October 30 of each year. Modules will be available the first reporting day for teachers. Teachers are responsible for meeting the completion requirements as part of the district

validating attendance/participation. The District will upload those hours to the state's system (MOECS) no later than May 31st. These hours shall be incorporated into the calendar as agreed upon in Appendix C when total teacher workdays are 185 or greater.

- 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 New Staff Induction Professional Development. The New Staff Induction Professional Development shall be:
  - a. SCECH eligible with new bargaining unit employees having the opportunity to earn up to eighteen (18) SCECH hours in their first year.
  - b. The first full day of New Staff Induction shall provide time for teacher training on District software and hardware technology, student information systems, and curriculum to best prepare employees for the first student day. The day shall also include time for FEA President Introduction.
  - c. No Special Education personnel shall be pulled from the first full day of New Staff Induction for separate professional development.
  - d. The Association shall be provided the lunchtime and an additional thirty (30) minutes for all employees participating on the second, four (4) hour training day of the New Staff Induction, and up to an optional 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.
  - e. 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, unless Association President elects full-time release. If the Association President is full-time release the teacher leaders administering and assisting with the program shall receive one-thousand dollars (\$1,000.00).

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 185 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) Parent Orientation.

There shall be one (1) parent orientation evening in the Fall for all levels, K - 12. All teachers are required to attend and participate, and the event shall not exceed two (2) hours.

- 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.
    - e. No teacher's lunch period shall begin earlier than 10:15 A.M. and end no later than 1:30 P.M.
  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 two hundred (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 thirty-two dollars (\$32.00), 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 SCI/SXI located at elementary schools. The District will schedule the above conference time in blocks of twenty (20) minutes or more.
- d. Middle and High School: In the event a core or elective teacher is required to attend, and the scheduled meeting cannot be rescheduled, core and elective teachers who are asked to attend an Individualized Educational Program meeting on their regularly scheduled conference/preparation period shall be paid the loss of planning time rate computed to the nearest 1/4 hour.
- 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, counselors will be scheduled for up to ten (10) additional days at each comprehensive high school and five (5) additional days at both Farmington Central High School and each middle school. The counselor at the Virtual School shall be paid three (3) additional days. 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.

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. No teacher shall be assigned to use the cafeteria as a classroom location, during a regularly scheduled and occupied lunch period, including but not limited to core classes, electives/specials, and/or homeroom/advisory periods. Security cameras located in the cafeteria will not be used to monitor teacher performance. The Association shall be consulted during the staffing process if the cafeteria needs to be used as a regularly scheduled classroom location.
  
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. In the event there is no private telephone available, the teacher shall be allowed to use administrative office space to conduct work calls as determined by the building principal. No long-distance call will be charged to the District without the permission of the building principal or supervisor. No teacher shall be required to use their cellular

personal devices for any work-related responsibilities, unless agreed to by the teacher.

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 thirty-two dollars (\$32.00), 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.
  - d) The District shall attempt to implement a) – c) above, prior to the canceling of specials.
  
- 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.
  
- 14.
  - a. The District shall conduct regular classroom safety audits to ensure that all classrooms are equipped with functional communication devices, capable of contacting the main office during emergencies, as well as operational audio equipment and speakers to facilitate the dissemination of morning announcements and/or emergency announcements.
  - b. No later than the end of the 2026-2027 school year, the District shall make every reasonable attempt to install working call buttons in each student-occupied classroom. These call buttons shall provide direct communication access to the main office or designated personnel in the event of an emergency.
  - c. Faulty equipment issues shall be reported to the direct supervisor and the District shall make every reasonable attempt to address equipment issues within ten (10) working days of notification. Any delay beyond this period shall be communicated to the affected staff along with a timeline for resolution.
  
- 15. Unless agreed to by the teacher, secondary teachers shall not be assigned to deliver more than one (1) course in any given class hour.

- 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.
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:  
Young 5's: 19    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 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. No elementary class shall exceed an overage of more than four (4) students without a joint Association-Board agreement.
  - 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 fourteen dollars (\$14.00) 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 eighty dollars

(\$80.00) 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.

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 fifty dollars (\$150.00) 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, and vocal music. 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 fifty dollars (\$150.00) per semester, or any portion thereof, for each student over the contractual secondary individual class size maximum. No secondary class, excluding the exempted classes listed above, shall exceed an overage of more than five (5) students without a joint Association-Board agreement.
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. Payments for overages shall be paid no later than the second pay period following the expiration of the adjustment dates.
  - 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. Payments for overages shall be paid no later than the second pay period following the expiration of the adjustment dates.
5. Farmington Online K-6 shall not exceed thirty-five (35); 7-12 shall not exceed forty (40). Farmington Online Virtual Student Mentoring shall not exceed sixty (60) students per section.

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.

G. Special Education

1. The District will make every attempt to provide Special Education support staff as outlined in the Michigan Administrative Rules for Special Education (MARSE) OR as defined by the Intermediate School District (ISD) plan or waivers. In the event that additional support staff is required based on case load, program, or individual student needs, administration will work with the teacher(s) impacted to develop a solution in a

timely manner with employee input.

2. Special Education caseload size shall be based upon the severity and multiplicity of the disabilities and the extent of the service defined in the collective individualized education programs of the students to be served, allowing time for the following:
  - i. Diagnostics.
  - ii. Report writing.
  - iii. Consulting with parents and teachers.
  - iv. Individualized education program team meetings.
  - v. Travel.
- a. Speech and Language Pathologist caseloads shall be based on factors identified in G.1. should not exceed fifty-five (55) students. In the event the caseload exceeds fifty-five (55) students, the affected speech and language pathologist will receive additional compensation in the amount of one-hundred dollars (\$100.00) for each additional student in each semester. In no event shall the caseload of a Speech and Language Pathologist exceed the caseload limits prescribed by State Regulations, State waivers, or ISD waivers.
- b. Social Worker caseloads shall be based on factors identified in G.1. should not exceed fifty-five (55) students. In the event the caseload exceeds fifty-five (55) students, the affected Social Worker will receive additional compensation in the amount of one-hundred dollars (\$100.00) for each additional student in each semester.
- c. Special Education Elementary Resource Room student caseloads shall not exceed nineteen (19) students. In the event the caseload exceeds nineteen (19) students, the affected teacher shall receive additional compensation in the amount of two-hundred dollars (\$200.00) for each additional student in each semester. In no event shall the caseload of Special Education elementary resource room teacher exceed the caseload limits prescribed by State Regulations, State waivers, or ISD waivers.
- d. Special Education Secondary Resource Room student caseloads shall not exceed twenty-one (21) students. In the event the caseload exceeds twenty-one (21) students, the affected teacher shall receive additional compensation in the amount of two-hundred dollars (\$200.00) for each additional student in each semester. In no event shall the caseload of Special Education secondary resource room teacher exceed the caseload limits prescribed by State Regulations, State waivers, or ISD waivers.
- e. Teachers assigned to teach elementary programs for students with Autism Spectrum Disorder (ASD) shall have a maximum caseload of six (6) students. In the event the caseload exceeds six (6) students, the teacher shall receive an additional forty dollars (\$40.00) per student per week. In no event shall the teacher caseload exceed the caseload limits prescribed by State Regulations, State waivers, or ISD waivers.

- f. Teachers assigned to teach secondary programs for students with Autism Spectrum Disorder (ASD) shall have a maximum caseload of seven (7) students. In the event the caseload exceeds seven (7) students, the teacher shall receive an additional forty dollars (\$40.00) per student per week. In no event shall the teacher caseload exceed the caseload limits prescribed by State Regulations, State waivers, or ISD waivers.
- g. Teachers assigned to teach programs for students with Emotional Impairment (EI) shall have a maximum caseload of twelve (12) students. In the event the caseload exceeds twelve (12) students, the teacher shall receive an additional forty dollars (\$40.00) per student per week. In no event shall the teacher caseload exceed the caseload limits prescribed by State Regulations, State waivers, or ISD waivers.
- h. Teachers assigned to teach programs for students with Moderate Cognitive Impairment (MoCI) shall have a maximum caseload of fifteen (15) students. In the event the caseload exceeds fifteen (15) students, the teacher shall receive an additional forty dollars (\$40.00) per student per week. In no event shall the teacher caseload exceed the caseload limits prescribed by State Regulations, State waivers, or ISD waivers.
- i. Teachers assigned to teach programs for students with Severe Multiple Impairments (SXI) shall have a maximum caseload of twelve (12) students. In the event the caseload exceeds twelve (12) students, the teacher shall receive an additional forty (\$40.00) per student per week. In no event shall the teacher caseload exceed the caseload limits prescribed by State Regulations, State waivers, or ISD waivers.
- j. Occupational Therapist (OT) student caseloads shall be based on factors identified in G.1. should not exceed fifty-five (55) students. In the event the caseload exceeds fifty-five (55) the affected Therapist will receive additional compensation in the amount of one-hundred dollars (\$100.00) for each additional student in each semester.
- k. Physical Therapist (PT) student caseloads shall be based on factors identified in G.1. should not exceed fifty-five (55) students. In the event the caseload exceeds fifty-five (55) the affected Therapist will receive additional compensation in the amount of one hundred dollars (\$100.00) for each additional student in each semester
- l. Adaptive Physical Education (APE) teacher caseloads shall not exceed fifty-five (55) students. In the event the caseload exceeds fifty-five (55) students, the affected Adaptive PE teacher will receive additional compensation in the amount of one-hundred dollars (\$100.00) for each additional student in each semester.
- m. The Special Education teacher and the general education teacher who are assigned to teach a co-taught class shall split the overage payment of one-hundred fifty dollars (\$150.00) per pupil for any student overage above the contractual maximum.

## 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 Developing on the teacher's 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.
4. Teachers required to work beyond the regular workday 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 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 the second pay period falling within the school calendar following the receipt of the documentation as set forth in the Article. If the District receives the documentation after the second to the last pay date within the school calendar, payment reflecting the change will begin on the first pay of the next school year.
  - e. 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.
  - f. In recognition of the additional clinical and/or credit hours required for their roles, newly hired Speech and Language Pathologists, Social Workers, and Psychologists shall be placed on the MA+30 salary lane upon hire. All current, eligible (Master's degree that requires sixty (60) credit hours beyond a bachelor's degree) bargaining unit members holding such positions shall be placed, at a minimum, on the MA+30 salary lane effective with the first pay period of the 2025-2026 school year.
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).
  - 5) Association Dues.
- b. In addition, deductions from pay shall be clearly identified and

itemized, in writing, on the electronic pay stub.

- 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 via online pay stub. 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. Payments for work, including extra work, shall be clearly identified and itemized.

- 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 forty dollars (\$40.00) 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. The District shall make every reasonable attempt to ensure that teachers who travel shall travel during either their conference period or lunch and shall be paid as follows:

- 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 only if the combined total of their prep period, lunch, and travel time during the school day is less than eighty-five (85) minutes.
- b. A teacher who travels between two middle schools will be paid one-twenty-eighth (1/28th) of his/her annual salary if the combined total of their prep period, lunch, and travel time during the school day is less than seventy-five (75) minutes.
- 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 the combined total of their prep period, lunch, and travel time during the school day is less than eighty-five (85) minutes.
- 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. 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 \$1,000 single/\$2,000 family in-network. Covers 80% of hospital stays. \$20 office visit co-pay, \$150 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 \$1,000 single/\$2,000 family in-network and \$1500 single/\$3000 family out-of-network. \$20 office visit and urgent care co- pay, \$150 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:
- 1) 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 \$1,650 single/\$3,300 family in-network. Covers 90% of covered services after deductible with exception of Prescription Drug Co-pays. Co-insurance maximum of \$1,000/\$2,000. 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. Deductibles subjected annually to IRS-mandated change to maintain qualified status.
  - 2) 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 \$1,650 single/\$3,300 family in-network. Covers 90% of covered services after deductible with exception of Prescription Drug

Co-pays. Co-insurance maximum of \$2,000/\$4,000. 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 \$3,300 single/\$6,600 family deductible and 80% coinsurance. Deductibles subjected annually to IRS-mandated change to maintain qualified status.

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

- d. 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.
  - e. 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 anyone (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	\$1,000.00
20 – 24 years	\$1,250.00
25 years or more	\$1,500.00

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 MPSE'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 workdays 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. Re-employment 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 re-employment 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. Re-employment 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 re-employment, 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.
9. A bargaining unit employee may wish to extend their maternity leave to match any additional FMLA time available and shall have the option to use her available sick bank for any additional days beyond the six (6) weeks.

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. 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. **Comprehensive High School**

There shall be instructional leaders in each high school building in the following departments:

- Career Technical Education
- Counseling
- Fine Arts
- Language Arts
- Mathematics
- Performing Arts
- Physical Education/Health
- Science
- Social Studies
- Special Education (Resource Room, 1832, EI, ASD, DD)
- World Language

2. **Middle School and Farmington STEAM Academy**

There shall be in each middle school one (1) instructional leader in each of the following grade levels (6-8) and one (1) for the special education department schoolwide:

- 6<sup>th</sup> Grade
- 7<sup>th</sup> Grade
- 8<sup>th</sup> Grade
- 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 five hundred (500), one (1) 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 one-thousand dollars (\$1,000.00) each per school year. Instructional leader roles will be determined by the building principals and building staff. Positions shall not be split unless mutually agreed upon by the participating teachers.

4. **District Wide**

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

- |  |                                       |
|--|---------------------------------------|
| Art (2) (1 Elem, 1 MS)                       | Restorative Practices                 |
| Basic Categorical (1832, ASD, EI)            | School Psychologists                  |
| Child Find/ECSE                              | School Social Workers                 |
| Counseling (1 MS)                            | Special Educ. (ASD RR, Resource Room) |
| English Learner (2)                          | Speech Therapists                     |
| Farmington Central High School               | SXI (1 Elem, 1 MS, 1 HS)              |
| Health/Physical Education (2) (1 Elem, 1 MS) | Teacher Consultants (TC)              |
| Music (2) (1 Elem, 1 MS)                     | Technology (1 MS)                     |

B. The responsibilities of the Elementary and Secondary Instructional Leaders include:

1. Elementary Instructional Leaders:

- a. Inform and participate in building-level school improvement processes.
- b. Engage in PLC conversations within their building.
- c. Represent the elementary perspective at the building and district level.
- d. Provide feedback on professional development needs of their grade band.
- e. Review district and building data related to content area.
- f. Make connections to district strategic planning and improvement work with their building work.
- g. Attend monthly district and building level IL meetings plus one additional building meeting per month (as needed).

2. Secondary Instructional Leaders:

- a. Oversee budgets purchasing for the department for HS and grade level for MS.
- b. Inform and participate in building level school improvement processes.
- c. Facilitate monthly department meetings for HS and grade level meetings for MS.
- d. Engage in PLC conversations occurring within their building.
- e. Represent their department for HS and grade level for MS's perspective at the building and district level on educational initiatives.
- f. Orient new members and student teachers to the department for HS and grade level for MS.
- g. Review district and building data related to content area(s) across grade level for MS and department for HS.
- h. Provide feedback on professional development needs of their department for HS and grade level for MS.
- i. Have awareness of district strategic planning and improvement work and make connections with department for HS grade level for MS.
- j. Collaborate with district level coordinators or representatives on resource adoptions or other work related to their subject area.
- k. Promote communication within the department, building and district.
- l. Offer feedback in the development of the master schedule for the department for HS and grade level for MS.
- m. Participate in the development and the curriculum in their department for HS and grade level for MS.
- n. Oversee distribution of and inventory of department instructional materials and equipment.

- o. Attend monthly district and building level IL meetings plus one additional meeting per month with district representatives (as needed).
- C. **Yearly Selection of Instructional Leaders**  
By no later than the final week of May, building leaders shall distribute the Instructional Services IL Application Form (Appendix N) to their staff to solicit interest in serving as instructional leaders. Staff members will have two weeks to submit their responses. Building administration will work with teachers to determine the instructional leaders for their respective buildings. Decisions regarding building-level instructional leaders shall be communicated to staff no later than the first day of the school year. District-Wide Instructional Leaders (ILs) shall be selected by the Director of Curriculum, Instruction, and Assessment, with input from building leaders.
- D. Notice of scheduled payments shall be posted no later than September 30 of each school year.

**ARTICLE X - TEACHER EMPLOYMENT AND ASSIGNMENT:  
POSTING PROCEDURES, VACANCIES, and TRANSFERS**

- 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.
- D. Posting Procedures:
1.
    - a. An administrative vacancy that has not been filled by reassignment will be communicated and posted, via email, for a period of five (5) workdays.
    - b. Such posting will list the qualifications for the posting.
    - c. Any qualified teacher may apply for such vacancy.
    - d. Decision of the Board under this provision shall be final
  2. The District will post bargaining until vacancies for a period of five (5) workdays.
- E. Vacancy:

1. A teacher vacancy does not exist unless determined by the Board.
2. A teacher vacancy may be created by the following, subject to approval by the superintendent:
  - a. Transfer of an internal teaching candidate to a vacant position;
  - b. A leave of absence is extended beyond sixty (60) school days;
  - c. An unplanned resignation or departure occurs which will require a substitute for sixty (60) or more school days;
  - d. The addition of a new classroom section.
3. The superintendent may close any vacancy at their sole discretion at any time.
4. Selection Process to Fill a Vacancy:
  - a. The superintendent shall endeavor to select the most qualified candidate for a vacancy.
  - b. Internal candidates with proper certifications shall be given an in-person interview with the stakeholder team for a vacancy for which they apply. In the event an external candidate is chosen to fill a vacancy, the superintendent, or designee, shall provide the rationale for such decision in writing to the internal candidates who were interviewed for the vacancy.
5. The decision of the superintendent, or designee, in filling vacancies shall be final.

F. Transfers

1. A “transfer” shall be defined as either a voluntary or involuntary change in order to fill a vacancy in:
  - a. building assignment;
  - b. at the elementary level, a change from lower elementary (pre-k to 2) to upper elementary (3-5) or vice-versa;
  - c. at the secondary level, a change in the majority of subject area matters taught;
  - d. a change from a non-classroom assignment such as a guidance counselor, itinerant personnel, to a classroom assignment, or vice-versa, or;
  - e. a special education assignment such as a move from a learning disability classroom to an emotionally impaired classroom, etc., in order to fill a vacancy.

Once buildings fill vacancies with internal candidates, any remaining openings shall be posted through the district’s hiring and recruiting system.

2. Voluntary Transfers:

- a. A voluntary transfer will be defined as a transfer to an open position.
- b. Teachers who wish to transfer may be subject to an interview. The principal at the location transfer must approve the transfer.
- c. 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.
- d. 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 will be kept confidential upon written request of the teacher.
- e. Teachers receiving an overall rating of Needing Support on their most recent end-of-year evaluation or currently on a plan of assistance or Individualized Development Plan will receive minimal consideration for a voluntary internal transfer.
- f. Voluntary transfers shall be considered for certified, qualified, or licensed bargaining unit employees prior to considering external applicants.
- g. The decision of the Assistant Superintendent for Human Resources on the granting of a voluntary transfer shall be final.

3. Involuntary Transfers:

- a. Since the frequent transfer of teachers is disruptive to 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.
- b. An involuntary transfer is defined as a transfer without the approval of that affected teacher.
- c. Building staff or department staff may volunteer to be the involuntary transferee.
- d. If involuntary transfers between buildings are found to be necessary, and all other factors are considered equal, the least senior teacher shall be transferred, and the teacher will be notified. Upon the 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.

- e. Involuntary transfers may be implemented for reasons that are not arbitrary and capricious.
- f. If the bargaining unit member believes there is a legitimate objection to the transfer, a conference shall be held with the Superintendent, or designee, concerning the objection.
- g. In the event those who are involuntarily transferred arise from either re-districting, or a building closure, the District shall meet with the Association to discuss and develop a process for placement for those impacted by the building changes.

## ARTICLE XI – STAFFING REDUCTION & RECALL PROCESS

### A. Staffing Reductions

1. A staffing reduction is the decision to eliminate curricular sections or positions that will result in a reduction in the hours worked (FTE) of one or more teachers. The Board shall meet with the Association to discuss any necessary staffing reductions.
2. The District has the sole authority to determine and conduct a staffing reduction.
3. The District shall reduce staff starting with the teachers with the lowest OVERALL Effectiveness Rating as prescribed by Section 1249 of the Revised School Code, MCL.380.1249 and proceeding toward the teachers with the highest Effectiveness Rating unless such reduction will result in a classroom section not having a certified teacher.
4. Staffing reductions shall use the following criteria in ranked order:
  - a. Certification
  - b. Overall evaluation rating of needs support
  - c. Overall evaluation rating of developing
  - d. Overall evaluation of effective; among this group of teachers, staffing reductions shall be based upon the following considerations, to be considered holistically:
    1. District seniority.
    2. Relevant special training, including completion of relevant training other than professional development or continued education that is required by the District or by state law, including the integration of that training into instruction in a meaningful way.
    3. The teacher's length of service in a grade level or subject area. The School District will only consider a teacher's continuous and current length of service in a grade level or subject area.

### B. Recall Process

1. A recall is when teachers who have been placed on layoff are needed to return to work at the School District.
2. The right to recall expires three (3) years after the layoff becomes effective. Only teachers on layoff that are qualified for a vacancy are eligible for recall.
3. The right to recall is different based on the teacher's most recent evaluation rating.
  - a. Effective: Teacher will be offered the opportunity to return to a vacancy for which they are qualified, based upon the criteria in section 4 above.

- b. Developing: Teacher will be offered the opportunity to interview for a vacancy for which they are qualified.
- e.—Needing Support: Teacher will be notified of a vacancy for which they are qualified and the teacher will be offered the opportunity to submit application materials for consideration by the Superintendent or designee.

**ARTICLE XII - TEACHER EVALUATION**

Article Recognition: Both parties recognize the importance and value of developing consistent teacher observation and evaluation procedures for both probationary and tenured staff. The following statements and procedures will apply and be implemented during the 25-26 and 26-27 School Years.

- A. Anything contained within this Article notwithstanding, all evaluations of teachers shall be conducted pursuant to current state law.
- B. Evaluation of a teacher in relation to their assignment is a continuous process and shall be conducted by a qualified evaluator (s) as designated by the Superintendent (“Evaluator(s)”). Each Observation by the Evaluator(s) shall be made in person.
- C. Prior to the commencement of the evaluation process, those Evaluator(s) who will have responsibility for evaluating teachers shall hold a conference with the teachers to be evaluated for the purposes of reviewing the evaluation process and procedures during the August or September staff meeting. Teachers shall be notified no later than September 30 of each year (or within two weeks for an employee hired after the start of the school year) who the administrator(s) will be that conducts their year-end evaluation.
- D. Nothing contained herein shall preclude the District or evaluator(s) from placing a teacher on an IDP at any time that an issue or concern arises regarding the performance of a teacher occurs.

1. Evaluation Tool

The District will continue to use the Marzano Teacher Evaluation Model. The negotiated Performance Evaluation system shall be available on the District website and all forms shall be included in an Appendix of the next successor Collective Bargaining Agreement.

2. Rating Categories

Beginning July 1, 2024, the performance evaluation system shall include the rating of teachers as effective, developing, and needing support. Probationary Teachers and any Tenured Teacher at risk of receiving an evaluation lower than “Effective” shall be assigned a year-end performance evaluation rating (Year-End Evaluation”) prior to June 1, and all other teachers shall receive their Year-End Evaluation prior to the last student day. Unless the parties agree otherwise, the score ranges used in 2023-2024 will continue to be used:

Scoring Range	Rating in Category
2.85 - 4.00	Effective
2.00 - 2.84	Developing
0 - 1.99	Needing Support

3. Objective Criteria for Ratings

- a. Individual performance shall be the majority factor in making the decision, and shall consist of, but is not limited to, all of the following:
    - i. Evidence of student growth. Twenty percent (20%) of the year end evaluation must be based on student growth and assessment data or student learning objectives metrics as defined by MCL 380.1249(6)(a)
    - ii. The teacher's demonstrated pedagogical skills, including at least a special determination concerning the teacher's knowledge of his or her subject area and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom, and consistent preparation to maximize instructional time.
    - iii. The teacher's management of the classroom, manner and efficacy of disciplining pupils, rapport with parents and other teachers, and ability to withstand the strain of teaching.
    - iv. The teacher's attendance and disciplinary record, if any.
  - b. Relevant special training. This factor shall be based on completion of relevant training other than the professional development or continuing education that is required by the employer or by state law, and integration of that training into instruction in a meaningful way.
4. Forms and Criteria
- a. Pre-observation forms will be created by a joint Steering Committee made up of members of the Association and the District. The Association President will select Association members for this committee.
  - b. All forms and criteria shall be included in an Appendix of the next successor Collective Bargaining Agreement.
  - c. Each teacher will have the opportunity to utilize a lesson plan form of their choosing. A joint Steering Committee made up of members of the Association and the District will develop samples that teachers may choose from.
5. Midyear Review (IDP)
- The evaluator will provide a mid-year progress report for every teacher who is probationary or has received a rating of needing support or developing on the most recent year-end evaluation. The Evaluator may provide a mid-year progress report for every teacher who is in the second year of probation or has received a rating of needing support or developing on the most recent year-end evaluation. This mid-year progress report shall supplement and not replace the annual year-end evaluation. The mid-year report shall:

- a. Be based, at least in part, on student achievement;
- b. Be aligned with the teacher's individualized development plan;
- c. Include specific performance goals and any recommended training for the remainder of the school year, as well as a written improvement plan developed in consultation with the teacher that incorporates goals and training;
- d. Shall occur no later than Mid-Winter recess.

A mentor shall be assigned to each teacher required to receive midyear progress reports.

6. End of Year Self Reflection Forms

- a. In addition to the criteria measuring effectiveness, the Year-End Evaluation for a probationary teacher shall include an assessment of the teacher's progress in meeting the goals of their IDP.
- b. In addition to the criteria measuring effectiveness, the Year-End Evaluation for a tenure teacher on an IDP will be based on multiple classroom observations (observations must be at least 15 minutes in duration and one observation may be unscheduled) and shall include an assessment of the teacher's progress in meeting the goals of their IDP.

7. Schedule of Evaluation (every year, every other year, every third year)

- a. The performance of all probationary teachers and teachers on an individualized development plan ("IDP") shall receive a year-end evaluation.
- b. A tenured teacher rated effective or highly effective on their 3 most recent consecutive year-end evaluations may receive a year-end evaluation triennially. A tenured teacher who is not rated effective shall return to year-end evaluations
  - i. Note: Must decide how this starts to ensure the numbers are balanced for future years in each building
  - ii. Note: All Teachers, including those who are in a non-evaluation year, will be required to submit a professional goal.
- c. An evaluation and feedback concerning the evaluation must be provided, in writing, to the teacher being evaluated. However, if a written evaluation is not provided, the teacher is deemed effective.
- d. A teacher must not be assigned an evaluation rating and must be designated as unevaluated for a school year if any of the following apply to the teacher:
  - i. The teacher worked less than 60 days in that school year.

- ii. The teacher's evaluation results were vacated through the grievance procedure.
    - iii. There are extenuating circumstances and the teacher and the school District, intermediate school District, or public-school academy agree to designate the teacher as unevaluated because of the extenuating circumstances.
  - e. If a teacher receives an unevaluated, the teacher's rating from the school year immediately before that designation must be used for consecutive purposes under this section.
  - f. For guidance on what occurs in various years of the cycle for tenured teachers rated Effective or higher in their three most recent consecutive years, see document entitled "Three-Year Observation and Evaluation Cycle."
8. Number of Observations  
There must be no less than two (2) classroom observations of a teacher in each school year that the teacher is evaluated. One observation may be unscheduled.
9. Duration of Observations  
A classroom observation must be not less than 15 minutes but does not have to be for an entire class period.
10. Observation Feedback
- a. Teacher evaluations prepared by the Evaluator(s) shall not be limited to the observations of the classroom visitations/observations but may also include all aspects of the teacher as a professional staff member. Any observation of a teacher that is used in an evaluation shall be documented and provided to the teacher at the final conference. Evaluators will provide feedback in writing after the observations within seven (7) school days of the observation and should provide positive feedback as well as preliminary suggestions for improvement.
  - b. An observation shall include a review of the teacher's lesson plan, the state curriculum standard being used in the lesson, and pupil engagement in the lesson.
  - c. Lesson plans communicating objective(s), connection to standard(s) and other aspects of any lesson prior to being observed or following an observation, if requested, must be submitted to the Evaluator(s) within one day of the request following an observation, or one day prior to being observed.
11. Student Growth and Assessment Data
- a. Student growth and assessment data or student learning objective metrics shall account for 20% of the year-end evaluation determination.

- b. Local building data and assessments should be the primary growth measures unless state law mandates otherwise. Student learning objectives, and any standardized assessment data may be requested by administration or teacher to be used as growth measures.

12. Goal Setting Forms

- a. Goal Setting forms will be created by a joint Steering Committee made up of members of the Association and the District. The Association President will select Association members for this committee.
- b. All forms shall be included in an Appendix of the next successor Collective Bargaining Agreement.
- c. Goals will be created by the teacher and approved by the evaluator. A teacher may choose to use a goal created by their Professional Learning Team (PLT) if approved by the evaluator.

13. Rater Reliability Training

By not later than the first full school day in September and every 3 years thereafter, each individual who conducts an evaluation under this section shall complete a rater reliability training provided by the school District which includes at least all of the following:

- a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance.
- b. Clear expectations for what evaluators should look for when assessing teacher performance, including identifying key behaviors and practices that are associated with effective teaching.
- c. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.
- d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.

Ongoing support for evaluators, including feedback and coaching to help the evaluators improve their skills and ensure they are consistently applying the evaluation criteria.

14. Appeal and Grievance

If a tenured teacher is rated as needing support, the tenured teacher may request a review of the evaluation and the rating by the school District superintendent or intermediate superintendent, as applicable. The request for a review must be submitted in writing within thirty (30) calendar days after the teacher is informed of the rating. Upon receipt of the request, the school District superintendent or intermediate superintendent, as applicable, shall review the evaluation and rating and may make any modifications as appropriate

based on the school District superintendent's or intermediate superintendent's review. A written response regarding the school District superintendent's or intermediate superintendent's findings must be provided to the teacher who requested the review by not later than 30 calendar days after receipt of the request for a review and before making any modifications under this section.

If the written response from the school District superintendent's or intermediate superintendent's review does not resolve the matter, the teacher or collective bargaining representative may request mediation as provided for in 1947 PA 336, 423.201 to 423.217. The request for mediation must be submitted in writing within 30 calendar days after the teacher receives the written response from the school District superintendent or intermediate superintendent. Within fifteen (15) days of receipt of the request, the school District superintendent or intermediate superintendent must provide a written response to the teacher or collective bargaining representative stating that the mediation will be scheduled as appropriate.

15. Teacher Evaluation Steering Committee

The Teacher Evaluation Steering Committee, including representatives of the Association and District, shall continue to meet to discuss items of mutual interest and benefit in the implementation of teacher evaluation, and communication of the same to staff. The Association President shall select the teachers that will participate in the Teacher Evaluation Steering Committee.

16. MOU on Mentoring

Staff selected to serve as a mentor are subject to the stipend and expectations set forth in the MOU already agreed to by the parties.

## ARTICLE XIII – DISCIPLINE & DISCHARGE

### A. Discipline and Discharge

1. No teacher shall be disciplined, demoted, dismissed, or suspended without pay, or reprimanded without reasonable or just cause; except as follows:
  - a. Discipline that involves the discharge or demotion of a tenured teacher shall be addressed under the provisions and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq.;
  - b. The discipline or discharge of a probationary teacher, or any other non-teaching bargaining unit member during their first two years of employment, shall be subject to a process/standard that is not arbitrary or capricious;
  - c. And non-renewal of a probationary teacher's and probationary non-teaching bargaining unit member's employment shall be at the discretion of the board.
2. 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. Any violation of the terms of this agreement or Board policy
  - d. Lapse of certification

### B. Association Representation

1. A bargaining unit employee shall be asked whether they desire to have an Association representative present in any case where an allegation has been made against the employee by a parent, student, or colleague that is the subject of the meeting or if the administration suspects the bargaining unit employee may have committed some offense.
2. The Association representative shall be informed of the subject matter of any meeting that a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the bargaining unit employee in advance of such a required meeting.
3. The bargaining unit employee shall be entitled to the specific representative of their choice but if that person is not immediately available the meeting will not be unreasonably delayed.
4. When a request for such representation is made, no action shall be taken with respect to the bargaining unit employee until such representative of the Association is present.

### C. Miscellaneous Protections

1. Neither the mentor nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.

D. Personnel File

1. A bargaining unit employee will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee originating after initial employment and to have a representative of the Association accompany him/her in such review. Other examinations of a bargaining unit employee's file shall be limited to qualified administrative personnel, except as otherwise provided by law.
2. No material of a negative nature originating after original employment will be placed in the employee's personnel file unless they have had an opportunity to review the material. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the employee is asked to sign material placed in their file, such signature shall be understood to indicate their awareness of the material, but in no instance shall signature be interpreted to mean agreement with the content of the material.
3. Bullard-Plawecki Employee Right to Know Act: Teachers shall have the right to attach their comments to the administrator's written statement.

## ARTICLE XIV - 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.
3. Whenever a teacher is injured on District property, the District shall make a reasonable attempt to permanently preserve any and all video evidence of the incident(s). Videos shall be made available to the employee and the Association upon request.
- 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 XV – 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 XVI - SCHOOL CALENDAR**

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

<b>School Year</b>	<b>Student Days</b>	<b>Teacher Days</b>
2025-2026	180	185
2026-2027	180	185

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

<b>School Year</b>	<b>Student Days</b>	<b>Teacher Days</b>
2025-2026	205	210
2026-2027	205	210

\*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 XVII - 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.
5. If a college or university sends the District money for mentor teachers, then the teacher(s) who agree to support a student intern shall receive said stipend. This money shall be paid to the teacher no later than two (2) pay periods after the District receives the funding.

### **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; XV; XVI.A., XIX; XX; and XXI.

## ARTICLE XVIII - 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 XIX - 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 or a Supervisor 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 185-day salary schedules by 185. 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 XX - 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 XXI - 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 XXII - MISCELLANEOUS PROVISIONS

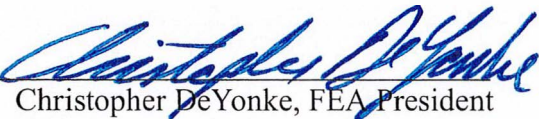
- A. In an effort to foster mutual respect and establish a model of collegial exchange and collaboration, the District and the Association agree to meet periodically for the purpose of discussing concerns, solving problems, and sharing information.
- B. Except as to prohibited subjects, individual contracts 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.
- F. The Association and District agree to meet, with equal representation, for further discussion and possible recommendations in the following areas for future MOU's:
  - 1. Work Based Learning (WBL) Practices: Conditions, and revision of the Memorandum of Understanding (MOU) language and compensation.
  - 2. Development of Therapy Dog Program: Initiatives and conditions.
  - 3. Reimagining K-12 innovative practices; schedule implications with committee Recommendations.


It is understood the MOU's shall be written with the intent the positions are negotiated on behalf of bargaining unit employees and not individuals outside of the FEA. In addition, the Association President shall select the representatives for the Association to sit on these committees.

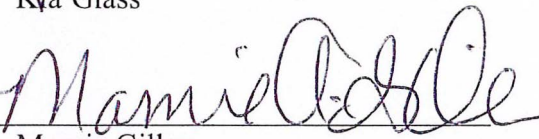
ARTICLE XXIII - DURATION OF AGREEMENT


Upon ratification, this Agreement shall be in full force and effect to, and including, August 20, 2027, 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:

By:   
Christopher DeYonke, FEA President

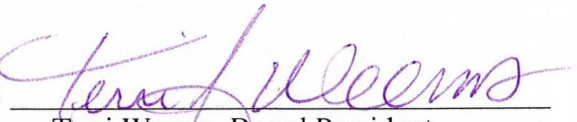
By:   
Ryan Glass

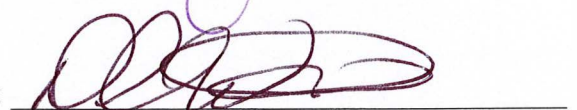
By:   
Mamie Giller

By:   
Bryan Lambie

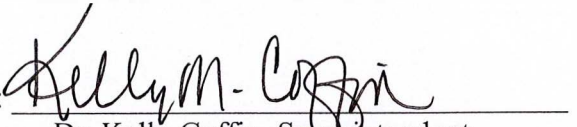
By:   
Sean McGuckin

FARMINGTON BOARD OF EDUCATION:

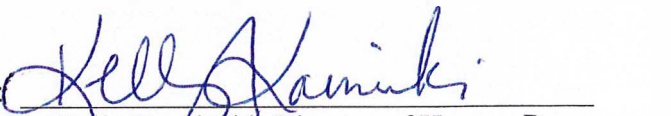
By:   
Terri Weems, Board President

By:   
Donald Walker, Jr, Board Vice President

FARMINGTON ADMINISTRATION:

By:   
Dr. Kelly Coffin, Superintendent

By:   
Bradley Paddock, Assistant Superintendent of Talent Development

By:   
Kelly Kaminski, Director of Human Resources

**APPENDIX A**

**COMPENSATION 2025-2027**

- A. 2025-2026:
1. Teachers eligible for steps shall move one (1) step as of the beginning of the school year.
  2. A three percent (3%) on-schedule increase.
  3. Eligibility for movement on steps/lanes is contingent upon being rated Effective or Developing on the teacher's most recent annual year-end performance evaluation.
- B. 2026-2027:
1. Teachers eligible for steps shall move one (1) step as of the beginning of the school year.
  2. A three percent (3%) on-schedule increase.
  3. Eligibility for movement on steps/lanes is contingent upon being rated Effective or Developing on the teacher's most recent annual year-end performance evaluation.

**APPENDIX B**

**FEA SALARY SCHEDULE (185 Days)  
2025-2026**

STEP	BA	BA+18	BA+24	BA+30	MA	MA+10	MA+20	MA+30	ED SPEC	DR
	(B1)	(B2)	(B3)	(B4)	(M1)	(M2)	(M3)	(M4)	(E1)	(D1)
0	49,566	52,741	52,929	53,118	55,919	56,231	56,543	56,854	57,792	58,414
0.5	51,011	54,349	54,536	54,726	57,689	58,000	58,313	58,626	59,564	60,185
1	52,455	55,957	56,144	56,334	59,460	59,770	60,084	60,396	61,334	61,956
1.5	53,897	57,568	57,755	57,943	61,238	61,550	61,863	62,175	63,111	63,733
2	55,339	59,179	59,365	59,552	63,015	63,330	63,641	63,953	64,888	65,511
2.5	56,788	60,791	60,976	61,164	64,790	65,104	65,416	65,728	66,665	67,287
3	58,236	62,402	62,586	62,777	66,565	66,878	67,191	67,503	68,440	69,063
3.5	59,679	64,006	64,192	64,379	68,331	68,643	68,956	69,269	70,205	70,829
4	61,121	65,611	65,796	65,981	70,097	70,409	70,722	71,034	71,969	72,594
4.5	62,563	67,220	67,406	67,591	71,874	72,185	72,499	72,812	73,747	74,372
5	64,004	68,829	69,015	69,200	73,651	73,962	74,275	74,588	75,525	76,150
5.5	65,448	70,439	70,624	70,810	75,426	75,738	76,050	76,362	77,298	77,923
6	66,892	72,049	72,233	72,421	77,200	77,513	77,825	78,136	79,071	79,694
6.5	68,142	73,429	73,615	73,804	78,712	79,027	79,340	79,652	80,591	81,218
7	69,391	74,809	74,997	75,185	80,223	80,540	80,854	81,168	82,111	82,740
7.5	70,642	76,190	76,379	76,568	81,737	82,054	82,370	82,684	83,631	84,262
8	71,891	77,571	77,759	77,950	83,250	83,567	83,885	84,200	85,151	85,785
8.5	73,140	78,952	79,141	79,333	84,762	85,081	85,400	85,718	86,671	87,308
9	74,389	80,332	80,523	80,715	86,274	86,594	86,914	87,235	88,192	88,830
9.5	75,638	81,713	81,906	82,097	87,788	88,109	88,430	88,751	89,712	90,354
10	76,887	83,094	83,288	83,479	89,301	89,623	89,944	90,267	91,232	91,876
10.5	79,477	85,814	86,009	86,202	92,153	92,476	92,798	93,123	94,092	94,738
11	82,066	88,534	88,729	88,924	95,004	95,330	95,652	95,978	96,950	97,601
11.5	83,316	89,916	90,112	90,306	96,517	96,844	97,168	97,496	98,470	99,123
12	84,564	91,297	91,494	91,689	98,030	98,357	98,683	99,013	99,989	100,645

**APPENDIX B**

**SCI/SXI FEA SALARY SCHEDULE (210 Days)  
2025-2026**

STEP	BA	BA+18	BA+24	BA+30	MA	MA+10	MA+20	MA+30	ED SPEC	DR
	(B1)	(B2)	(B3)	(B4)	(M1)	(M2)	(M3)	(M4)	(E1)	(D1)
0	56,264	59,868	60,082	60,296	63,476	63,830	64,184	64,537	65,602	66,308
0.5	57,904	61,693	61,906	62,121	65,485	65,838	66,193	66,548	67,613	68,318
1	59,544	63,519	63,731	63,947	67,495	67,847	68,203	68,558	69,622	70,328
1.5	61,180	65,347	65,560	65,773	69,513	69,868	70,223	70,577	71,640	72,346
2	62,817	67,176	67,387	67,600	71,531	71,888	72,241	72,595	73,657	74,364
2.5	64,462	69,006	69,216	69,429	73,545	73,902	74,256	74,610	75,674	76,380
3	66,106	70,835	71,044	71,260	75,560	75,916	76,271	76,625	77,689	78,396
3.5	67,744	72,655	72,867	73,079	77,565	77,919	78,274	78,630	79,692	80,400
4	69,381	74,477	74,687	74,897	79,570	79,924	80,279	80,663	81,695	82,404
4.5	71,017	76,304	76,515	76,725	81,587	81,940	82,296	82,651	83,713	84,422
5	72,653	78,130	78,341	78,551	83,604	83,957	84,312	84,667	85,731	86,441
5.5	74,292	79,958	80,168	80,379	85,619	85,973	86,327	86,681	87,744	88,453
6	75,931	81,785	81,994	82,208	87,632	87,988	88,342	88,695	89,756	90,463
6.5	77,350	83,352	83,563	83,778	89,349	89,706	90,062	90,416	91,482	92,193
7	78,768	84,918	85,132	85,345	91,064	91,424	91,780	92,137	93,207	93,921
7.5	80,188	86,486	86,700	86,915	92,783	93,142	93,501	93,858	94,932	95,649
8	81,606	88,054	88,267	88,484	94,500	94,860	95,221	95,578	96,658	97,378
8.5	83,024	89,621	89,836	90,054	96,216	96,578	96,941	97,302	98,383	99,106
9	84,442	91,188	91,404	91,622	97,933	98,296	98,659	99,024	110,110	100,834
9.5	85,859	92,755	92,974	93,191	99,651	100,016	100,380	100,744	101,835	102,564
10	87,277	94,323	94,543	94,760	101,369	101,734	102,099	102,465	103,561	104,292
10.5	90,217	97,410	97,632	97,851	104,606	104,973	105,338	105,707	106,807	107,540
11	93,156	100,498	100,719	100,941	107,842	108,212	108,578	108,948	110,051	110,790
11.5	94,575	102,067	102,289	102,510	109,560	109,931	110,299	110,671	111,777	112,518
12	95,992	103,634	103,858	104,079	111,277	111,648	112,019	112,393	113,501	114,246

**APPENDIX B**

**FEA SALARY SCHEDULE (185 Days)  
2026-2027**

STEP	BA	BA+18	BA+24	BA+30	MA	MA+10	MA+20	MA+30	ED SPEC	DR
	(B1)	(B2)	(B3)	(B4)	(M1)	(M2)	(M3)	(M4)	(E1)	(D1)
0	51,053	54,323	54,517	54,712	57,597	57,918	58,239	58,560	59,526	60,166
0.5	52,541	55,979	56,172	56,368	59,420	59,740	60,062	60,385	61,351	61,991
1	54,029	57,636	57,828	58,024	61,244	61,563	61,887	62,208	63,174	63,815
1.5	55,514	59,295	59,488	59,681	63,075	63,397	63,719	64,040	65,004	65,645
2	56,999	60,954	61,146	61,339	64,905	65,230	65,550	65,872	66,835	67,476
2.5	58,492	62,615	62,805	62,999	66,734	67,057	67,378	67,700	68,665	69,306
3	59,983	64,274	64,464	64,660	68,562	68,884	69,207	69,528	70,493	71,135
3.5	61,469	65,926	66,118	66,310	70,381	70,702	71,025	71,347	72,311	72,954
4	62,955	67,579	67,770	67,960	72,200	72,521	72,844	73,165	74,128	74,722
4.5	64,440	69,237	69,428	69,619	74,030	74,351	74,674	74,996	75,959	76,603
5	65,924	70,894	71,085	71,276	75,861	76,181	76,503	76,826	77,791	78,435
5.5	67,411	72,552	72,743	72,934	77,689	78,010	78,332	78,653	79,617	80,261
6	68,899	74,210	74,400	74,594	79,516	79,838	80,160	80,480	81,443	82,085
6.5	70,186	75,632	75,823	76,018	81,073	81,398	81,720	82,042	83,009	83,655
7	71,473	77,053	77,247	77,441	82,630	82,956	83,280	83,603	84,574	85,222
7.5	72,761	78,476	78,670	78,865	84,189	84,516	84,841	85,165	86,140	86,790
8	74,048	79,898	80,092	80,289	85,748	86,074	86,402	86,726	87,706	88,359
8.5	75,334	81,321	81,515	81,713	87,305	87,633	87,962	88,290	89,271	89,927
9	76,621	82,742	82,939	83,136	88,862	89,192	89,521	89,852	90,838	91,945
9.5	77,907	84,164	84,363	84,560	90,422	90,752	91,083	91,414	92,403	93,065
10	79,194	85,587	85,787	85,983	91,980	92,312	92,642	92,975	93,969	94,632
10.5	81,861	88,388	88,589	88,788	94,918	95,250	95,582	95,917	96,915	97,580
11	84,528	91,190	91,391	91,592	97,854	98,190	98,522	98,857	99,859	100,529
11.5	85,815	92,613	92,815	93,015	99,413	99,749	100,083	100,421	101,424	102,097
12	87,101	94,036	94,239	94,440	100,971	101,308	101,643	101,983	102,989	103,664

**APPENDIX B**

**SCI/SXI FEA SALARY SCHEDULE (210 Days)  
2026-2027**

STEP	BA	BA+18	BA+24	BA+30	MA	MA+10	MA+20	MA+30	ED SPEC	DR
	(B1)	(B2)	(B3)	(B4)	(M1)	(M2)	(M3)	(M4)	(E1)	(D1)
0	57,952	61,664	61,884	62,106	65,380	65,745	66,109	66,474	67,570	68,297
0.5	59,641	63,544	63,763	63,985	67,450	67,813	68,178	68,545	69,642	70,368
1	61,330	65,425	65,643	65,865	69,520	69,882	70,250	70,614	71,711	72,439
1.5	63,016	67,308	67,527	67,746	71,599	71,964	72,330	72,694	73,788	74,516
2	64,702	69,191	69,409	69,628	73,676	74,045	74,408	74,774	75,867	76,594
2.5	66,396	71,076	71,292	71,512	75,752	76,119	76,483	76,849	77,944	78,672
3	68,089	72,960	73,175	73,398	77,827	78,193	78,559	78,924	80,019	80,748
3.5	69,776	74,835	75,053	75,271	79,892	80,256	80,623	80,988	82,083	82,813
4	71,462	76,711	76,928	77,144	81,957	82,321	82,688	83,052	84,145	84,876
4.5	73,148	78,593	78,810	79,027	84,034	84,398	84,765	85,131	86,224	86,955
5	74,833	80,474	80,691	80,908	86,112	86,476	86,841	87,208	88,303	89,034
5.5	76,521	82,356	82,573	82,790	88,188	88,552	88,917	89,282	90,376	91,107
6	78,210	84,238	84,454	84,674	90,261	90,627	90,992	91,356	92,449	93,178
6.5	79,671	85,853	86,069	86,291	92,029	92,398	92,763	93,129	94,226	94,960
7	81,132	87,466	87,686	87,906	93,796	94,166	94,534	94,901	96,003	96,738
7.5	82,594	89,081	89,301	89,522	95,566	95,937	96,306	96,674	97,781	98,518
8	84,054	90,695	90,915	91,139	97,336	97,706	98,078	98,446	99,558	100,299
8.5	85,514	92,310	92,531	92,755	99,103	99,475	99,849	100,221	101,335	102,079
9	86,975	93,923	94,147	94,371	100,870	101,245	101,618	101,994	103,113	103,859
9.5	88,435	95,538	95,763	95,987	102,641	103,016	103,392	103,767	104,890	105,641
10	89,896	97,153	97,380	97,602	104,410	104,787	105,161	105,539	106,668	107,420
10.5	92,923	100,332	100,560	100,786	107,745	108,122	108,498	108,879	110,012	110,766
11	95,951	103,513	103,741	103,969	111,078	111,459	111,836	112,216	113,353	114,114
11.5	97,412	105,128	105,358	105,585	112,847	113,229	113,608	113,991	115,130	115,894
12	98,871	106,744	106,974	107,202	114,616	114,998	115,379	115,764	116,906	117,673

## APPENDIX B-1

### SPECIAL ASSIGNMENT

#### A. Non-seasonal Activities

1. 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 Club*	20	6.66
Community Service	4	1.33
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

### 2025-2026:

Director – play/musical, Director, Marching Band (HS) Tier 1 (0-4)	HS  3902	MS  1734
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HS Marching Band Asst. - 80% Tier 2 (5-9)	3121 5279	---- 2346
HS Marching Band Asst. - 80% Tier 3 (10+)	4223 6834	---- 3060
HS Marching band Asst. - 80%	5467	----

Cheer-Sideline	Varsity	JV/Frosh
Tier 1 (0-4)	2754	2423
Tier 2 (5-9)	3749	3315
Tier 3 (10+)	4845	4284

### 2026-2027:

Director – play/musical, Director, Marching Band (HS) Tier 1 (0-4)	HS  3980	MS  1769
--	----------------	----------------

HS Marching Band Asst. - 80% Tier 2 (5-9)	3183 5385	---- 2393
HS Marching Band Asst. - 80% Tier 3 (10+)	4307 6971	---- 3121
HS Marching band Asst. - 80%	5576	----

Cheer-Sideline	Varsity	JV/Frosh
Tier 1 (0-4)	2809	2471
Tier 2 (5-9)	3824	3381
Tier 3 (10+)	4942	4370

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 Honor Society	8	2.66
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 50 safeties)	8	2.66
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 Three (3)

Preference for clubs will be given to those that support priority incentives for District and Building per the discretion of the building principal.

+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

##### 2025-2026

	Varsity	JV	Fresh		Varsity	JV	Fresh
<b>Football</b>				<b>Lacrosse/Field Hockey</b>			
Tier 1 (0-4)	4692	3774	3060	Tier 1 (0-4)	3723	3060	
Asst – 80%	3754	3019	2448	Asst – 80%	2978	2448	
Tier 2 (5-9)	6350	5100	4080	Tier 2 (5-9)	5049	4080	
Asst – 80%	5080	4080	3264	Asst – 80%	4039	3264	
Tier 3 (10+)	8160	6605	5304	Tier 3 (10+)	6528	5304	
Asst – 80%	6528	5284	4243	Asst – 80%	5222	4243	
<b>Basketball, Hockey, Wrestling</b>				<b>Cheer - Comp, Cross Country</b>			
Tier 1 (0-4)	4641	3902	3647	Tier 1 (0-4)	3545		
Asst – 80%	3713	3122	2918	Asst – 80%	2836		
Tier 2 (5-9)	6299	5279	4922	Tier 2 (5-9)	4794		
Asst – 80%	5039	4223	3938	Asst – 80%	3835		
Tier 3 (10+)	8135	6834	6375	Tier 3 (10+)	6222		
Asst – 80%	6508	5467	5100	Asst – 80%	4978		
<b>Bowling, Track</b>				<b>Tennis</b>			
Tier 1 (0-4)	4437			Tier 1 (0-4)	3468	2678	2678
Asst – 80%	3550			Asst – 80%	2774	2142	2142
Tier 2 (5-9)	5993			Tier 2 (5-9)	4692	3621	3621
Asst – 80%	4794			Asst – 80%	3754	2897	2897
Tier 3 (10+)	7752			Tier 3 (10+)	6069	4667	4667
Asst – 80%	6202			Asst – 80%	4855	3734	3734
<b>Swimming</b>				<b>Diving</b>			
Tier 1 (0-4)	4259			Tier 1 (0-4)	3417		
Asst – 80%	3407			Asst – 80%	2734		
Tier 2 (5-9)	5763			Tier 2 (5-9)	4641		
Asst – 80%	4610			Asst – 80%	3713		
Tier 3 (10+)	7446			Tier 3 (10+)	5993		
Asst – 80%	5957			Asst – 80%	4794		
<b>Gymnastics</b>				<b>Golf</b>			
Tier 1 (0-4)	4182			Tier 1 (0-4)	3366	2754	

Asst – 80%	3346	Asst – 80%	2693	2203
Tier 2 (5-9)	5636	Tier 2 (5-9)	4590	3749
Asst – 80%	4509	Asst – 80%	3672	2999
Tier 3 (10+)	7293	Tier 3 (10+)	5814	4845
Asst – 80%	5834	Asst – 80%	4651	3876

<b>Volleyball</b>	<b>Varsity</b>	<b>JV</b>	<b>Fresh</b>	<b>Ski</b>	<b>Varsity</b>	<b>JV</b>	<b>Fresh</b>
Tier 1 (0-4)	3978	3213	3213	Tier 1 (0-4)	3111		
Asst – 80%	3182	2570	2570	Asst – 80%	2489		
Tier 2 (5-9)	5406	4335	4335	Tier 2 (5-9)	4208		
Asst – 80%	4325	3468	3468	Asst – 80%	3366		
Tier 3 (10+)	6987	5610	5610	Tier 3 (10+)	5457		
Asst – 80%	5590	4488	4488	Asst – 80%	4366		

<b>Baseball, Softball, Soccer</b>	<b>Varsity</b>	<b>JV</b>	<b>Fresh</b>
Tier 1 (0-4)	3902	3111	3111
Asst – 80%	3122	2489	2489
Tier 2 (5-9)	5279	4208	4208
Asst – 80%	4233	3366	3366
Tier 3 (10+)	6834	5457	5457
Asst – 80%	5467	4366	4366

## 2026-2027

<b>Football</b>	<b>Varsity</b>	<b>JV</b>	<b>Fresh</b>	<b>Lacrosse/Field Hockey</b>	<b>Varsity</b>	<b>JV</b>	<b>Fresh</b>
Tier 1 (0-4)	4786	3849	3121	Tier 1 (0-4)	3797	3121	
Asst – 80%	3829	3079	2497	Asst – 80%	3038	2497	
Tier 2 (5-9)	6477	5202	4162	Tier 2 (5-9)	5150	4162	
Asst – 80%	5182	4162	3330	Asst – 80%	4120	3330	
Tier 3 (10+)	8323	6737	5410	Tier 3 (10+)	6659	5410	
Asst – 80%	6658	5390	4328	Asst – 80%	5327	4328	

<b>Basketball, Hockey, Wrestling</b>	<b>Varsity</b>	<b>JV</b>	<b>Fresh</b>	<b>Cheer - Comp, Cross Country</b>	<b>Varsity</b>	<b>JV</b>	<b>Fresh</b>
Tier 1 (0-4)	4734	3980	3720	Tier 1 (0-4)	3616		
Asst – 80%	3787	3184	2976	Asst – 80%	2893		
Tier 2 (5-9)	6425	5385	5020	Tier 2 (5-9)	4890		
Asst – 80%	5140	4308	4016	Asst – 80%	3912		
Tier 3 (10+)	8298	6971	6503	Tier 3 (10+)	6346		
Asst – 80%	6638	5577	5202	Asst – 80%	5077		

<b>Bowling, Track</b>	<b>Varsity</b>	<b>JV</b>	<b>Fresh</b>	<b>Tennis</b>	<b>Varsity</b>	<b>JV</b>	<b>Fresh</b>
Tier 1 (0-4)	4526			Tier 1 (0-4)	3537	2732	2732
Asst – 80%	3621			Asst – 80%	2830	2186	2186
Tier 2 (5-9)	6113			Tier 2 (5-9)	4786	3693	3693
Asst – 80%	4890			Asst – 80%	3829	2654	2897
Tier 3 (10+)	7907			Tier 3 (10+)	6190	4760	4760
Asst – 80%	6326			Asst – 80%	4952	3808	3734

<b>Swimming</b>	<b>Varsity</b>	<b>JV</b>	<b>Fresh</b>	<b>Diving</b>	<b>Varsity</b>	<b>JV</b>	<b>Fresh</b>
Tier 1 (0-4)	4344			Tier 1 (0-4)	3485		
Asst – 80%	3475			Asst – 80%	2788		
Tier 2 (5-9)	5878			Tier 2 (5-9)	4734		
Asst – 80%	4702			Asst – 80%	3787		
Tier 3 (10+)	7595			Tier 3 (10+)	6113		
Asst – 80%	6076			Asst – 80%	4890		
<b>Gymnastics</b>	<b>Varsity</b>	<b>JV</b>	<b>Fresh</b>	<b>Golf</b>	<b>Varsity</b>	<b>JV</b>	<b>Fresh</b>
Tier 1 (0-4)	4266			Tier 1 (0-4)	3433	2809	
Asst – 80%	3413			Asst – 80%	2746	2247	
Tier 2 (5-9)	5749			Tier 2 (5-9)	4682	3824	
Asst – 80%	4599			Asst – 80%	3746	3059	
Tier 3 (10+)	7439			Tier 3 (10+)	5930	4942	
Asst – 80%	5951			Asst – 80%	4744	3954	
<b>Volleyball</b>	<b>Varsity</b>	<b>JV</b>	<b>Fresh</b>	<b>Ski</b>	<b>Varsity</b>	<b>JV</b>	<b>Fresh</b>
Tier 1 (0-4)	4058	3277	3277	Tier 1 (0-4)	3173		
Asst – 80%	3246	2622	2622	Asst – 80%	2538		
Tier 2 (5-9)	5514	4422	4422	Tier 2 (5-9)	4292		
Asst – 80%	4411	3538	3538	Asst – 80%	3434		
Tier 3 (10+)	7127	5722	5722	Tier 3 (10+)	5566		
Asst – 80%	5702	4578	4578	Asst – 80%	4453		
<b>Baseball, Softball, Soccer</b>	<b>Varsity</b>	<b>JV</b>	<b>Fresh</b>				
Tier 1 (0-4)	3980	3173	3173				
Asst – 80%	3184	2538	2538				
Tier 2 (5-9)	5385	4292	4292				
Asst – 80%	4308	3434	3434				
Tier 3 (10+)	6971	5566	5566				
Asst – 80%	5577	4453	4453				

## 2. Middle School Seasonal Activities Scale

### 2025-2026

<b>Football</b>		<b>Cross County</b>		<b>Basketball</b>	
Tier 1 (0-4)	2678	Tier 1 (0-4)	2321	Tier 1 (0-4)	2933
Asst – 80%	2142	Asst – 80%	1857	Asst – 80%	2346
Tier 2 (5-9)	3621	Tier 2 (5-9)	3137	Tier 2 (5-9)	3978
Asst – 80%	2897	Asst – 80%	2510	Asst – 80%	3182
Tier 3 (10+)	4667	Tier 3 (10+)	4055	Tier 3 (10+)	5100
Asst – 80%	3734	Asst – 80%	3244	Asst – 80%	4080
<b>Volleyball, Wrestling</b>		<b>Track</b>			
Tier 1 (0-4)	2576	Tier 1 (0-4)	2831		
Asst – 80%	2061	Asst – 80%	2265		
Tier 2 (5-9)	3494	Tier 2 (5-9)	3851		
Asst – 80%	2795	Asst – 80%	3081		
Tier 3 (10+)	4488	Tier 3 (10+)	4973		
Asst – 80%	3590	Asst – 80%	3978		

**2026-2027****Football**

Tier 1 (0-4)	2732
Asst – 80%	2186
Tier 2 (5-9)	3693
Asst – 80%	2954
Tier 3 (10+)	4760
Asst – 80%	3808

**Cross  
County**

Tier 1 (0-4)	2367
Asst – 80%	1894
Tier 2 (5-9)	3200
Asst – 80%	2560
Tier 3 (10+)	4136
Asst – 80%	3309

**Basketball**

Tier 1 (0-4)	2992
Asst – 80%	2394
Tier 2 (5-9)	4058
Asst – 80%	3246
Tier 3 (10+)	5202
Asst – 80%	4162

**Volleyball,  
Wrestling**

Tier 1 (0-4)	2628
Asst – 80%	2102
Tier 2 (5-9)	3564
Asst – 80%	2851
Tier 3 (10+)	4578
Asst – 80%	3662

**Track**

Tier 1 (0-4)	2888
Asst – 80%	2310
Tier 2 (5-9)	3928
Asst – 80%	3142
Tier 3 (10+)	5072
Asst – 80%	4058

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.

G. 1. a. Other Extra Duties

Extra Duty Rate	\$28.54 for 2025-26
<i>(per hour computed to the quarter hour, or portion thereof)</i>	\$29.54 for 2026-27
Secondary Ticket Taker	\$34.10 for 2025-26
or Event Official <i>(double events will be paid at 1.5 times the single event rate)</i>	\$35.10 for 2026-27
Saturday Testing Program	\$28.07 for 2025-26
	\$29.07 for 2026-27
After School and Saturday Detention	\$28.07 for 2025-26
	\$29.07 for 2026-27

Outdoor Education (per overnight stay) \$132.28 for 2025-26  
 \$134.28 for 2026-27

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 an additional 15% of the BA minimum salary annually if their regular teaching duties are 0.80 FTE or more.

## APPENDIX C-1

### **Farmington Public Schools 2025-2026 School Calendar**

Tuesday, August 19	No Students – Staff Meeting AM; Teacher Workday PM
Wednesday, August 20	No Students – All Day Professional Development (+1 ** see MDE note)
Thursday, August 21	No Students – District Professional Development AM; Teacher Workday PM
Friday, August 22	No Students – All Day Professional Development (Asynch All Day)
Monday, August 25	First Day of School – All K-12 Students AM Only; District Workday PM
Friday, August 29	No Students or Staff – Friday Before Labor Day
Monday, September 1	No Students or Staff – Labor Day
Wednesday, September 3	First Day for Early Childhood
Friday, September 19	All K-12 Students AM; Professional Development for FEA Staff PM
Tuesday, September 23	No School – Rosh Hashanah
Thursday, October 2	No School – Yom Kippur
Friday, October 31	K-5 Students AM; K-5 Teacher Records Day PM
Tuesday, November 4	No Students – Full Day Professional Development for All Staff – Virtual PD
Tuesday, November 11	Elementary Evening Conferences
Thursday, November 13	Elementary Evening Conferences
Wednesday November 26 –	No School – Thanksgiving Recess (Wednesday = Asynch PD)
Friday, November 28	
Monday, December 1	School Reconvenes
Monday, December 22 –	No School – Winter Break
Friday, January 2	
Monday, January 5	School Reconvenes
Wednesday January 14 –	High School Students AM; High School Teacher Records Day PM
Thursday, January 15	
Friday, January 16	All K-12 Students AM; Teacher Records Day PM; End of Semester
Monday, January 19	No School – Martin Luther King, Jr. Day
Monday, February 16 –	No School – February Break
Friday, February 20	
Monday, February 23	School Reconvenes
Friday, March 6	All K-12 Students AM; Professional Development for FEA Staff PM
Thursday, March 19	Elementary Evening Conferences
Monday, March 30 –	No School – Spring Break
Friday, April 3	
Monday, April 6	School Reconvenes
Friday, May 22	All K-12 Students AM; No School PM
Monday, May 25	No School – Memorial Day
Tuesday, June 9 &	High School Final Exams AM
Wednesday, June 10	
Thursday, June 11	Last Day of School – All Students AM; Teacher Records Day PM; End of Semester

\*\* Subject to any review and revision necessary to ensure compliance with MCL388.1701 (requirement of 1,098 hours and 180 days of pupil instruction).

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

Dates for Parent Orientation and other activities yet to be determined will be posted on individual school websites.

Note: SXI to be mutually agreed upon (205 and 210).

6 hours of asynchronous professional development to be completed no later than November 26, 2025.

No meetings shall be held during August Teacher Workday times.

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.
- General transition activities for students to acclimate to a new year, new school or environment, or new peers and staff including 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, lunch monitoring).

Professional Development timelines will be determined by the District.

All GCN or similar training shall be incorporated into asynchronous PD days.

## APPENDIX C-2

### **Farmington Public Schools 2026-2027 School Calendar**

Tuesday, August 18	No Students – Staff Meeting Aml Teacher Workday PM
Wednesday, August 19	No Students – All Day Professional Development (+1 **see MDE note)
Thursday, August 20	No Students – District Professional Development AM; Teacher Workday PM
Friday, August 21	No Students – All Day Professional Development (Asynch All Day)
Monday, August 24	First Day of School – All K-12 Students AM Only; District Workday PM
Friday, September 4	No Students or Staff – Friday Before Labor Day
Monday, September 7	No Students or Staff – Labor Day
Wednesday, September 9	First Day for Early Childhood
Friday, September 18	All K-12 Students AM; Professional Development for FEA Staff PM
Monday, September 21	No School – Yom Kippur
Friday, October 30	K-5 Students AM; K-5 Teacher Records Day PM
Tuesday, November 3	No Students – Full Day Professional Development for All Staff – Virtual PD
Tuesday, November 10	Elementary Evening Conferences
Thursday, November 12	Elementary Evening Conferences
Wednesday, November 25 – Friday November 27	No School – Thanksgiving Recess (Wednesday = Asynch PD)
Monday, November 30	School Reconvenes
Monday, December 21 – Friday, January 1	No School – Winter Break
Monday, January 4	School Reconvenes
Wednesday, January 13 – Thursday, January 14	High School Students AM; High School Teacher Records Day PM
Friday, January 15	All K-12 Students AM; Teacher Records Day PM; End of Semester
Monday, January 18	No School – Martin Luther King, Jr. Day
Monday, February 15 – Friday February 19	No School – February Break
Monday, February 22	School Reconvenes
Friday, March 5	All K-12 Students AM; Professional Development for FEA Staff PM
Thursday, March 18	Elementary Evening Conferences
Friday, March 26	No School – Good Friday
Monday, March 29 – Friday, April 2	No School – Spring Break
Monday, April 5	School Reconvenes
Friday, May 28	All K-12 Students AM; No School PM
Monday, May 31	No School – Memorial Day
Tuesday, June 8 & Wednesday, June 9	High School Final Exams AM
Thursday, June 10	Last Day of School – All Students AM; Teacher Records Day PM; End of Semester

\*\* Subject to any review and revision necessary to ensure compliance with MCL 388.1701 (requirement of 1,098 hours and 180 days of pupil instruction).

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

Dates for Parent Orientation and other activities yet to be determined will be posted on individual school websites.

Note: SXI to be mutually agreed upon (205 and 210).

6 hours of asynchronous professional development to be completed no later than November 25, 2025.

No meetings shall be held during August Teacher Workday times.

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.
- General transition activities for students to acclimate to a new year, new school or environment, or new peers and staff including 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, lunch monitoring).

Professional Development timelines will be determined by the District.

All GCN or similar training shall be incorporated into asynchronous PD days.

## 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.

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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.

APPENDIX M-1  
Michigan Education Association

Farmington Public Schools

Authorization Agreement for Payroll Dues Deduction for Association Dues

I hereby authorize the Michigan Education Association and Farmington Public Schools to coordinate payroll dues deduction for union dues. This authorization will also allow the Michigan Education Association and Farmington Public Schools to adjust entries to correct errors. It is agreed that these withdrawals, deposits, and adjustments will be made electronically and under the Rules of the national Automated Clearing House Association.

Employee Name : \_\_\_\_\_

Employee ID (District): \_\_\_\_\_

Local Association: Farmington Education Association

Michigan Education Association Member ID: \_\_\_\_\_

Total Dues for Year: \_\_\_\_\_

Amount to be Deducted per pay: \_\_\_\_\_ (to be determined by number of remaining payroll deductions)

By my signature, I indicate that I have read, understand, and agree to the terms of this Agreement. I acknowledge that I have not been subject to any duress, intimidation, threats, or coercion in the execution of this Agreement.

This authorization represents an ongoing commitment and shall remain in full force and effect from month-to-month and year-to-year until I provide written notice of cancellation in writing to both the Michigan Education Association and Farmington Public Schools a minimum fourteen (14) days prior to the pay date.

It is also my understanding the amount deducted may vary from month-to-month and year-to-year, dependent upon factors including - but not limited to - errors, salary/wages earned, and hours worked.

I understand Farmington Public Schools may withhold different amounts after the Michigan Education Association provides the District with notice of any changed amounts delineated on this authorization form.

Printed name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

APPENDIX M-2  
Michigan Education Association

Farmington Public Schools

Union Dues - Payroll Dues Deduction - Change Form

Employee Name \_\_\_\_\_

Employee ID (District) \_\_\_\_\_

Local Association Farmington Education Association

Michigan Education Association Member ID \_\_\_\_\_

NEW Authorization:

Total Dues Amount \_\_\_\_\_

Amount Per Pay \_\_\_\_\_

First Payroll Date for Deduction \_\_\_\_\_

END Authorization:

Last Payroll Date for Deduction \_\_\_\_\_

Current Amount \_\_\_\_\_

Adjustments (if applicable):

\_\_\_\_\_

\_\_\_\_\_

CHANGE in Authorization Amount:

Current Amount \_\_\_\_\_

New Amount \_\_\_\_\_

Effective Date \_\_\_\_\_

Explanation (if applicable):

\_\_\_\_\_

\_\_\_\_\_

Submitted By \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

**APPENDIX N  
INSTRUCTIONAL LEADER FORM**

# Middle School Instructional Leader: Interest Form 25-26

Dear Leader,

We invite you to share your interest in the Middle School Instructional Leader Role.

1. Email \*

---

2. Middle School IL Position Description \*

*Check all that apply.*

I have read and understand the role of the IL position.

3. Middle School IL Position Description \*

*Check all that apply.*

I have read and understand the meeting commitments for the IL Position

4. Which building are you applying to represent as an Instructional Leader? (choose \*  
District if it is District IL Position).

*Mark only one oval.*

FSA

EMS

PMS

WMS

District MS Position

5. Which department or grade level are you applying to represent as an IL? \*

*Mark only one oval.*

6th Grade

7th Grade  8th

Grade

Special Education

6. Have you served in the IL role previously? \*

*Mark only one oval.*

Yes  No

7. What brings you to apply for the IL position? \*

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APPENDIX N  
INSTRUCTIONAL LEADER FORM

# High School Instructional Leader: Interest Form 25-26

HYPERLINK

"[https://docs.google.com/doc](https://docs.google.com/document/d/15eG1Vh8P8wOCankc57kgWGpbMRI)

[ument/d/15eG1Vh8P8wOCankc57kgWGpbMRI](https://docs.google.com/document/d/15eG1Vh8P8wOCankc57kgWGpbMRI)

[D6S3LJjbT6bM/edit?usp=sh](https://docs.google.com/document/d/15eG1Vh8P8wOCankc57kgWGpbMRI)

[aring">aring"](https://docs.google.com/document/d/15eG1Vh8P8wOCankc57kgWGpbMRI) [h](https://docs.google.com/document/d/15eG1Vh8P8wOCankc57kgWGpbMRI)IL Position

[h](https://docs.google.com/document/d/15eG1Vh8P8wOCankc57kgWGpbMRI)IL Position

**Description \***

**IL Meeting Expectations: \***

I have read and understand the mee commitments for the IL Position

Which building are you applying to represent as an Instructional Leader? (choose District if it is District IL Position). \*

NFHS

FHS

FCHS

District High School