MASTER AGREEMENT

Between

FARWELL EDUCATIONAL SUPPORT ASSOCIATION

And

FARWELL BOARD OF EDUCATION

Date: July 1, 2025- June 30, 2027

With Wage reopener for 2026-2027

TABLE OF CONTENTS

ARTICLE PAGE

AGREEMENT…….1

PURPOSE……1

ARTICLE I- RECOGNITION……..2

ARTICLE II- ASSOCIATION RIGHTS……..2

ARTICLE III- EMPLOYEE RIGHTS……..4

ARTICLE IV- BOARD RIGHTS…….5

ARTICLE V- GRIEVANCE PROCEDURE……7

ARTICLE VI- SENIORITY…….10

ARTICLE VII- JOB DESCRIPTIONS…….11

ARTICLE VIII- VACANCIES & TRANSFERS…….11

ARTICLE IX- WORKING CONDITIONS……..13

ARTICLE X- STAFFING, LAYOFF, & RECALL……..17

ARTICLE XI-LEAVES OF ABSENCE-PAID……...18

ARTICLE XII- LEAVES OF ABSENCE-UNPAID…….23

ARTICLE XIII- HOLIDAYS……25

ARTICLE XIV- COMPENSATION/BENEFITS……..…….25

ARTICLE XV- EVALUATION……..……..27

ARTICLE XVI- NEGOTIATION PROCEDURES……..27

ARTICLE XVII- DISCIPLINE OF EMPLOYEES……...28

ARTICLE XVIII- EMERGENCY FINACIAL MANAGER…….29

ARTICLE XIX- MISCELLANEOUS…….29

ARTICLE XX- DURATION OF AGREEMENT……..……30

APPENDIX A- SALARY SCHEDULE……31

APPENDIX B- GRIEVANCE REPORT FORM……...33

APPENDIX C- SICK DAY DONATION FORM…….35

APPENDIX D- PAYMENT REQUEST FOR MISSED DUTY FREE LUNCH……..36

AGREEMENT

This Agreement is made this first day of July 2025 by and between the Farwell Area Schools (hereinafter called the *"Board")* and the Farwell Educational Support Association, MEA/NEA (hereinafter called the *"Association").*

In consideration of the following mutual covenants, the above parties do hereby mutually agree to the terms and conditions hereinafter set forth.

PURPOSE

The Board and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Board, Employee(s), the Association and most importantly the continuity and quality of the education provided to the students of the Farwell Area Schools. The Board and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of the Agreement or of policies or regulations of the Board; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously adopted policy, rule, or regulation of the parties, which contradicts an express provision of this Agreement, shall be superseded and replaced by this Agreement.

ARTICLE I – RECOGNITION

A. Scope

Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the term of this Agreement for the following described employees of the Employer:

All full-time and regularly scheduled part-time

Secretarial/Clerical
Classroom, Playground, and Cafeteria Paraprofessionals,
Interpreter for Deaf/Vision Impaired
RTC Room Attendant/Choice Room (positions not requiring a teaching certificate)
Media/Technology Assistants

B. Unless otherwise indicated, the terms "Employee" and "Association Member" when used hereinafter in this Agreement shall refer to all members of the above-defined Association represented by the Michigan Education Association (MEA) and only to such persons. Membership in the Association is not required to be a bargaining unit member or Employee.

C. The term business day refers to a day when central office is open.

ARTICLE II - ASSOCIATION RIGHTS

A. Facilities and Equipment Use

1. The Association and its representatives shall have the right to use Employer buildings and equipment for meetings at all reasonable hours and when a custodian is normally on duty. If overtime custodial service is required, the Employer may make reasonable charge therefore.

2. Duly authorized representatives of the Association shall be permitted to transact official Association business on Employer property at all reasonable times provided that this shall not interfere with or interrupt normal operations, nor interrupt an employee's performance of duties. Representative shall comply with the Districts visitor policy.

3. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin Boards, at least one of which shall be provided in each building or facility to which Association members may beassigned.

B. Requests for Information

The Employer agrees to furnish to the Association, in a timely fashion and in response to all reasonable requests, all available information concerning its financial resources and expenditures or any other information which the Association has the right to request under Michigan Freedom of Information Act and under the Michigan Public Employment Relations Act.

C. Association/Employee Information Update:

1. The District will provide, no later than October 15th and February 15th the Association President or designee, via e-mail and attached excel document, a complete listing of all Association members that includes the following:
    a. First, middle and last name
    b. Start date of employment in current Association
    c. Building(s) assigned
    d. Name of position(s) assigned with classification(s)
    e. Hourly pay rate and number of regular hours worked weekly along with number of days worked per year (exclusive of "extra runs", summer school, any other non-regular school day/school year pay that is not guaranteed by contract).
    f. Work email address and non-work email address (If provided)
    g. Home mailing address (If provided)
    h. Home and cell phone number (If provided)
2. The Association President or designee shall be given, via e-mail within five (5) business days of any new hires of Association members that occur throughout the year.
3. Termination of employment by any Employee shall be reported to the Association President or designee, including the termination date, via e-mail no later than five (5) business days after the member's last day of employment.
4. Notification of any Employee placed on layoff or leave of absence (paid or unpaid) shall be reported to the Association President or designee via e-mail no later than five (5) business days after the first day of layoff or leave. Notification of any Employee member returning from a layoff or leave of absence (paid or unpaid) shall be reported to the Association President or designee via e-mail no later than five (5) business days after the first day of return.

ARTICLE III - EMPLOYEE RIGHTS

A. Rights

1. No Association member-shall be prevented from or required to wearing insignia, pins or other identification of membership in the Association at any time by the Employer, (unless the nature of these items is deemed by the Employer as disruptive).

2. Nothing contained within this Agreement shall be construed to deny or restrict any Employee of the rights he/she may have under the Revised School Code or other applicable State or Federal laws or regulations. The rights granted to the Employee(s) hereunder shall be deemed to be in addition to those provided elsewhere.

3. Employee(s) shall be entitled to full rights of citizenship. The private and personal life of any Employee(s) is not within the appropriate concern or attention of the Employer, unless the employee has engaged in conduct which impacts his/her ability to function effectively as an employee.

4. The Employer agrees that it will in no way discriminate against or between Employee(s) because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, veteran status, physical characteristics, or disability.

B. Just Cause

No Employee shall be disciplined without just cause. The just cause standard shall not apply to the termination of a probationary employee. "Just cause" means reasonable job-related grounds for dismissal based on a failure to satisfactorily perform job duties, disruption of the employer's operation, or other legitimate business reason.

1. Fair Notice
2. Prior Enforcement
3. Due Process
4. Substantial Evidence
5. Equal Treatment
6. Progressive Discipline for behavior that is not egregious.
    a. Verbal (Documented)
    b. Written
    c. Suspension Paid and or Unpaid Leave
    d. Termination
7. Mitigating and Extenuating Circumstances

C. Upon request, an Employee shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the

Employer. When a request for such representation is made, no action shall be taken with respect to the Employee until such representative of the Association is present. Association representatives must make themselves available within two (2) business day. Should disciplinary action be likely to occur at a given meeting, the Employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

D.

1. An employee shall have the right upon written request to view the contents of his/her personnel file (excluding initial references) and to have a representative of the Association accompany him/her in such review. Such reviews shall not be held more than two (2) times during any single academic year or whenever any new document is added to his/her file. Reviews shall not be held during the employee's regular duty hours (except lunch and break periods) unless expressly authorized by the employee's immediate supervisor.
2. To the extent permitted by law, no material, including but not limited to, student, parental or school personnel complaints, originating after initial employment will be placed in an Employee's personnel file unless the Employee(s) has had an opportunity to review the material. To the extent permitted by law, complaints against the Employee shall be put in writing, with names of the complainants, and administrative action taken, and remedy clearly stated. The complainant may be kept anonymous in certain circumstances. Within thirty (30) business days of the time of review of material the Employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in an Employee's file, the affected Employee shall review and sign said material. Such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the contents of the material.

E. Any case of job-related assault upon or involving an employee shall be immediately reported to the administration by the employee. The administration shall render reasonable assistance in connection with the handling of the incident up to and including law enforcement and judicial authorities.

The Employer shall reimburse any Employee up to two hundred dollars ($200) per incident for damages to or destruction of the Employee's property, provided such damage, destruction, or loss occurred on school premises, occurred in the process of fulfilling their duty as an Employee, and was not occasioned by the negligence or misconduct of the Employee and is not covered by Employee's insurance.

ARTICLE IV- BOARD RIGHTS

A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations. It is expressly agreed that all rights which ordinarily vest in the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board

without prior negotiations with the Association. However, the Board shall bargain with the Association over any wages, hours, working conditions in accord with the Public Employment Relations Act (PERA) and as set forth in this agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.

2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling all the foregoing, but not in conflict with the specific provision of this Agreement.

3. The right to direct the working forces, including the right to hire, promote, suspend, discipline, and discharge employees, transfer employees, assign work duties to employees, determine the size of the work force, and to lay off employees, but not in conflict with the provisions of this Agreement.

4. Determine the services, supplies and equipment necessary to continue its operations and to determine the means, methods, and processes of carrying on the working including the institution of new and/or improved methods or charges therein.

5. Adopt reasonable rules and regulations not in violation of this Agreement.

6. Determine the number and location of relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities.

7. Determine the financial policies, including all accounting procedures, and all matters of pertaining to public relations. Determine the size of the management organization, its functions, authority, amount of supervision and the table of organizations, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.

8. Determine the policy affecting the selection, testing, or training of employees, providing that such selection shall be based upon lawful criteria.

9. To the executive management and administrative control of the school system, and its properties, and facilities and the activities of its employees during working hours.

10. To establish hiring procedures.

11. To establish courses of instruction and professional development training programs for employees and to require attendance at any workshop, conference, etc., by employees, including special programs, offered during normal working hours. If attendance is required by the Board will reimburse all expenses incurred by the member. In other instances, the member may request attendance.

12. Determine reasonable district provisions for health, safety, and first aid of employees during hours of employment

B. Except as expressly provided otherwise in the Agreement, the determinations and administration of school policy, the operation and management of the schools and the direction of employees are vested exclusively in the Board.

C. This listing of specific management rights to this Agreement is not intended to waive any rights as provided to the Board by Revised School Code.

D. The Board agrees that except in emergencies it will not assign work or duties that have been exclusively performed by Employee(s) to non- Association members if doing so would result in the layoff of Association members or would prevent the recall of laid-off Association members, except as covered by Public Employment Relations Acts (PERA).

ARTICLE V-GRIEVANCE PROCEDURE

A. Grievances will be presented by the grievant or Association representative. Grievances will be filed with the building principal or employee's immediate supervisor Only those claims by an Employee(s) concerning a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as provided herein. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of probationary Employee(s) or non-renewal of probationary Employee(s).

2. Any matter involving Employee evaluation.

3. Any matter for which there is recourse under state or federal law.

LEVEL I: The Association representative or grievant will file any grievances in writing with the building principal or employee's immediate supervisor within ten (10) business days after the occurrence giving rise to the grievance or knowledge thereof. The grievance will be waived if it is not presented in writing within the ten (10) business days. Timelines at each of the levels may be extended by mutual agreement.

Written grievances shall be presented on the form set forth in Appendix B of this Agreement and shall contain the following:

1. It shall be signed by the grievant or grievant(s), or the Association.

2. It shall be reasonably accurate specific.

3. It shall contain a synopsis of the facts giving rise to the alleged violation.

4. It shall cite the section or subsections of this contract alleged to have been violated.

5. It shall contain the date of the alleged violation.

6. It shall specify the relief requested.

B. Within ten (10) business days of receipt of the grievance, the building principal or employee's immediate supervisor shall meet with the Association in an effort to resolve the grievance. Affected Employee(s) may or may not be present at such meeting. In the event that an Employee waives their right to be present at the grievance meeting, the decision of the Association will be final. The principal or designated representative of the Board shall have ten (10) business days from the meeting to provide a disposition in writing.

LEVEL II: If the building principal's (or immediate supervisor's) disposition does not resolve the grievance, the Association shall submit the grievance to the Superintendent within ten (10) business days of receipt of the principal's disposition. The Superintendent shall have ten (10) business days of the receipt of the Superintendent's answer.

LEVEL III: If the Superintendent's disposition does not resolve the grievance, the Association may file the grievance with the Secretary of the Board of the Board's designee withing ten (10) business days of the receipt of the Superintendent's answer.

C. The Board or the Board designated grievance committee shall hold a hearing and otherwise investigate on the grievance. However, in no event, except with the express written consent of the Association, shall final determination of the grievance committee be made by the Board or the Board designated grievance committee more than twenty-one (21) business days after its first submission to the Board or its representative.

LEVEL IV: If the grievance remains unsettled after processing through Section C above, it may be submitted to arbitration by the Association under the following conditions.

1. The matter to be arbitrated must concern the application or interpretation of this Agreement, either as to the meaning of its terms or as to the rights of either party under these terms or as to whether action which has been taken is justified according to these terms.

2. If the Association chooses to submit any grievance to arbitration, it must notify the Superintendent in writing within ten (I 0) business days of the conclusion of Section D of the grievance procedure. Any grievance not submitted to arbitration within the time herein provided shall be deemed withdrawn.

3. The Board and the Association may attempt to select a single arbitrator acceptable to both parties.

4. If an agreement on the selection of an arbitrator is not reached, then the Association must file a Demand for Arbitration with the American Arbitration Association (AAA) no later than twenty-five (25) business days from the date of the answer to the grievance given at Section D of the grievance procedure.

5. The arbitrator may interpret this Agreement and apply it to the particular case submitted, but the arbitrator shall, however, have no authority to add to, subtract from or in any way modify the terms of this Agreement, nor shall the arbitrator have any authority to limit or change policies, practices or rules, except as they involve an application of this Agreement, nor shall the arbitrator have authority to formulate or add any new policies or rules of the District, nor substitute his/her discretion for the Board's discretion in cases where the Board is given discretion by this Agreement. The arbitrator shall have no power to decide any question, which, under this Agreement is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall so construe the Agreement to not interfere with such responsibilities, except as they may be specifically conditioned by this Agreement. The arbitrator shall have no power to interpret state or federal law or regulations. The arbitrator shall have no power to rule on the termination of service of a probationary employee. In the event any disciplinary action taken by the Board is made the subject of an arbitration proceeding, the arbitrator's authority shall, in addition to the limitation set forth herein, be limited to the determination of the question of whether the Employee involved had been disciplined for just cause. If the arbitrator finds that the penalty assessed by the Board is excessive for the offense or offenses committed, he/she may modify that penalty. Salary schedules incorporated in this Agreement shall not be subject to arbitration and the arbitrator shall have no authority to rule on any pension plan or insurance program.

   If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he has first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the arbitrator determines that he is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.

6. At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses and to make a written record of the proceedings.

7. No claim against the Board including claims for back wages, by an Employee, or by the Association, shall be valid for more than the start of the school year in which the grievance was dated.

8. All cost incurred in connection with the preparation and presentation of each case shall be paid by the party incurring such costs. The expenses of each witness and the compensation of any witness for either party shall be paid by the party producing such witness.

9. The arbitrator’s fees and expenses shall be borne equally between the Association and the Board.

10. No decision of an arbitrator or of the Board in one case shall create a basis for

retroactive adjustment in any other case.

11. A case on which an arbitrator has been given authority to rule shall not be withdrawn except by mutual consent of the parties to this Agreement.

12. The decision of the arbitrator shall be final and binging upon the Board, the Association and the bargaining unit member(s) involved unless the arbitrator's decision is in conflict with the laws of the State of Michigan.

D. If a grievance is not appealed within the time limits set forth in this Article, it shall be deemed to have been settled on the basis of the last answer.

ARTICLE VI- SENIORITY

A. Seniority shall be defined as the length of service within the District as a member of the Association and in a specific work classification. Accumulation of seniority shall begin from the Employees' date of hire within the District and classification.

When more than one (1) Employee is hired by the Board on the same day, seniority will be established by the order of the hire. The Employee's official seniority shall be established at the Board meeting based upon the order of hire by the District. Employee(s) hired prior to July 1, 2021 will follow prior seniority practice.

Seniority shall not be accumulated from one classification to another. If an Employee voluntarily transfers to another classification, his/her seniority within the first classification will be frozen and seniority will begin to accrue within the new classification. An Employee working in dual classifications will hold dual seniority status. Seniority will accumulate in both classifications according to scheduled hours worked per classification.

B. **Probationary Period.** All Employee(s) shall be probationary Employee(s) until they have completed sixty (60) consecutive work days of service, exclusive of any unpaid leaves or layoffs. During the probationary period, the Employee shall be represented by the Association for all purposes. Probationary Employee(s) shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work. Probationary Employee(s) shall be eligible to utilize fringe benefits, excluding sick leave, only after the successful completion of forty (40) consecutive work days of their probationary period. The probationary Employee may access sick leave from the first day of work in accord with the provisions of Article XI.

C. **Seniority List.** The Employer and the Association will develop and will maintain an up-to-date seniority list showing the seniority of each Employee. A copy of the seniority list will be sent electronically to the FESA President and will be posted online by September 15 of each year. Changes in the seniority list shall be posted and a copy shall be sent to the FESA President as the changes occur. Within 30 calendar days of the

posting of the seniority list, any objections shall be filed. Thereafter, the list shall be final and conclusive. The names of all Employee(s) who have completed their probationary periods shall be listed on the seniority list, starting with the senior Employee's name at the top of the list.

D. **Termination of Seniority.** Seniority shall be lost by an Employee upon termination, resignation, retirement or transfer to a non-Association position, if he/she does not return to work when recalled from layoff within ten (10) business days from receipt of the recall notice, or at the end of a time on layoff equal to his/her accumulated seniority at the time of layoff or eighteen (18) months whichever is less. Notice of recall will be sent by certified mail to the individual's last known address. It is the laid off Employee's responsibility to inform the District of address changes. If a laid off Employee refused to accept or sign for the recall notice or the recall notice is returned as undeliverable, the District has fulfilled their responsibility of recall notification to the laid off Employee.

ARTICLE VII- JOB DESCRIPTIONS

For each classification job descriptions will be developed by the Employer. The Employer may request input from the Association when developing job descriptions. The Association shall be provided copies of all new and/or revised job descriptions within two (2) weeks of the Employer's developing the new job description or the revision.

ARTICLE VIII- VACANCIES AND TRANSFERS

A. **Definition of Vacancy.** A vacancy shall be defined as a newly created position or a present position that is not filled or a present position that the Board intends to fill excluding temporary vacancies. Temporary vacancies shall be defined as those existing for fewer than sixty (60) business days.

B. Vacancies shall be posted no less than five (5) business days prior to filling the vacancy and shall be simultaneously sent to the Farwell ESA president. Posting shall be emailed by school emails to all Association members. The posted notice will set forth any written requirements for the position and will be accompanied by a job description. When a position is filled, the administration shall notify all Employee applicants within two (2) business days in person or by phone.

C. An Employee may request a transfer to a different position by submitting a written request to the Superintendent or his/her designee, and filing a copy of said request with the president of the Association. The request shall set forth the position sought, the individual's qualifications for the position sought, and the reason for the request.

D. Any Employee may apply for a vacancy by submitting a written request to the

Superintendent or his/her designated representative within the posting period. When two or more Employee(s) apply for a vacancy and are equally qualified according to the qualifications stated on the posting and job description, the Employee with the higher classification seniority shall be granted the position. “Qualified” shall mean ability to perform the job duties, meet physical requirements of the job, holding required certifications and/or licenses, as well as having positive evaluation, attendance, and discipline records. Evaluation, discipline, and unapproved absences beyond contractual days may also be considered.

E. The Board shall notify school year Employee(s) of vacancies occurring during the summer by e-mailing a copy of the posting to the Association President and to Employee(s) using their school e-mail. Summer postings shall follow the guidelines in Article VIII Section B.

F. A transfer shall be defined as a change in assignment, buildings, and/or classification.

G. When an Employee is transferred, accepts a new position, or changes classification, he/she will continue on the appropriate step of the salary schedule in accordance with years of service in the District.

H. An Employee who accepts a different Association position shall be subject to a trial/training period of thirty (30) business days which may be extended by mutual agreement by the Association and the Board. The immediate supervisor and the Employee may mutually agree in writing to a shorter trial period. During the thirty (30) day period, the District will provide any training necessary for the Employee to perform the job duties. A three (3) day notice, with copies to the Superintendent and the Association president, shall be provided by the member/supervisor (whoever initiates the member's return to the former position).

In the event the Employee fails to complete the trial period to the Board's satisfaction, or elects to return to his/her former position during the trial period, the Employee shall be permitted to return to his/her former position without loss of seniority. This Section (H) applies only to voluntary transfers and does not apply to a member whose position has been reduced or eliminated and who exercises his/her seniority rights.

I. **Involuntary Transfer.** Involuntary transfers shall be transfers which have not been requested by an Employee. Whenever possible an involuntary transfer shall be made in accordance with the seniority list with the least senior Employee within classification involuntarily transferred first. The Board shall notify the Employee and the FESA President of its intent to involuntarily transfer any Employee. This notice shall be given at least three (3) business days in advance of the actual transfer.

J. **Temporary Transfer**. An Employee temporarily transferred shall be paid his/her regular rate and hours or the entry level rate and hours for the job to which he/she is transferred, whichever is greater, while performing such work.

K. **Permanent Transfer.** An Employee permanently transferred shall be paid his/her regular rate and hours or the entry level rate and hours for the job to which he/she is transferred, whichever is greater until the end of the current semester. Once the semester has been completed, the Employee will be paid their current rate of pay at the Employee's current step from that point forward.

ARTICLE IX- WORKING CONDITIONS

A. **Unsafe or Hazardous Conditions.** Employee(s) shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. The Board shall provide adequate rest areas, lounges and restrooms for Employee's use.

B. **Student Discipline.** The Board shall support and assist Employee(s) with respect to the maintenance of control and discipline of students in the Employee's assigned work area. The Board or its designated representative shall take reasonable steps to aid the Employee in respect to students who are disruptive or who repeatedly violate rules and regulations. Employee(s) may use such force as necessary and is consistent with law and Board Policy. Employee(s) required to use such force shall be trained regarding proper procedures regarding the use of restraint, isolation, and/or forms of reasonable force.

C. The normal work year for school term Employee(s) shall be determined by the Board and will reflect the school year calendar as bargained by the Farwell Education Association. Each Employee will be presented with a copy of his/her work schedule by his/her immediate supervisor at the beginning of the work year. The following days will be included in the work schedule for school term Employee(s): In person staff professional development days, Open House (# of staff and hours determined by superintendent), first and last day of teacher duty, and all days of scheduled student instruction. Work days for secretaries will be flexed in order for at least one secretary to provide coverage for the office. See Article IX, Section C (below) regarding the number of secretarial work days.

The normal work year for other Employee(s) including paid holidays shall be as follows:

High School Lead Secretary	210 Days
Middle School & Elementary Lead Secretary	210 Days

All other secretaries 200 Days
Media /Technology Assistants: 6.5 - 8.0 hours/day for school year

D. The work day, calendar, and schedule for all Employee(s) shall be established by the Board, based on the Board's determination of the needs and resources of the District, and may be changed from time to time as deemed necessary and appropriate by the Board in its sole discretion. However, all full-time Employee(s) shall work at least a minimum of one thousand twenty (1020) hours per year.

1. The workday for paraprofessionals shall be as follows; special education paraprofessionals working 6.75 hours and instructional paraprofessionals working no more than 5.75 hours. In effort to maintain continuity in the buildings, paraprofessionals will remain at current hours until of end 2025-2026 school year. Every effort will be made to have Employee(s) working at least six and one-half (6 ½) hours before additional Employee(s) are hired into their particular classification.

2. The workday for secretaries shall normally consist of eight (8) hours.

3. At least a thirty (30)-minute unpaid duty-free lunch period shall be allotted daily to employees working five (5) hours or more. These lunch periods shall be scheduled by the employee's immediate supervisor. An immediate supervisor may approve payment for a missed duty-free lunch period. (See form Appendix D) However, secretaries may voluntarily work through the lunch period as part of their eight (8) hour day with the approval of their immediate supervisor.

4. When an Employee is called in to work and the time is not adjacent to the Employee's normal workday, the Employee shall receive a minimum of one (1) hour of pay.

5. All Employee(s) who work five (5) hours or more will be entitled to two (2) fifteen (15) minute paid relief times. Employee(s) who work less than five (5) hours will receive one (1) fifteen (15) minute paid relief time.

6. Individual work schedules may be changed only after the Immediate Supervisor has given three (3) calendar days' notice to the affected Employee except when the Employee and supervisor mutually agree to the change. Employee(s) impacted by such change notice shall have the opportunity to exercise their options to maintain the hours they had prior to the notice through the bumping process. As set forth in Article X (C). The Association President shall be notified of changes in work schedules.

E. Overtime

1. Overtime shall be awarded to Employee(s) within their classification based on knowledge, qualifications, and ability to perform the work. All overtime must be preapproved by the employee's immediate supervisor, with the exception of extenuating circumstances related to student supervision (examples may include but not limited to, CPI or field trips).

2. Time and one-half(1 ½) will be paid for all hours over forty (40) in one week.

3. Time Sheets. All hours worked, including overtime, must be submitted to the employee's immediate supervisor on a timesheet. Failure to follow these requirements may result in a denial of overtime pay.

F. Substitutes. The Board will make every effort to provide substitutes when necessary.

G. School Closure Days. A School Closure Day is defined as a day when the District, buildings, and/or offices were schedule to be open and for reasons beyond the Board's control they are required to be closed. Nothing in this Agreement shall require the Board to keep District, buildings, and/or offices open in the event of inclement weather, fires, mechanical breakdowns, health and/or safety conditions. Nothing in this Agreement shall require the Board to close the District, buildings, and/or offices. When the District, buildings, and/or offices are closed on a day that they were scheduled to be open (School Closure Day), Employee(s) shall not be required to report to their job assignments.

Employee(s) will be paid for up to six (6) school closure days. During a school year when school closure days exceed six (6) days for the District, the District will pay all Employee(s) for school closure days waived by the State of Michigan, when the District receives the full state aid payment for the waived days (May). If the District is required by the State of Michigan to reschedule any school closure days, the Employee(s) will be paid at the time of service to the District. On School Closure Days, any Employee who begins his/her duties at the regularly scheduled time shall be paid for time actually worked at his/her regular hourly rate if the Board fails to cancel school prior to the Employee's regularly scheduled starting time.

H. Special Needs Students

1. If an Employee will be providing instructional or other services to a medically fragile student, the Employee will be trained in the procedures to be taken in the event an emergency arises related to the student's medical condition. The training shall be conducted by a qualified individual, which may be the student's parent or guardian.

2. No Employee will be required to provide services of a medical nature to a medically fragile student without being given Board paid training to provide the services unless the services are necessitated by emergency. There shall be two adults present when any services of a medical nature are performed, including the administering of medication, and/or assisting with toileting.

3. The District shall comply with Michigan's Public Health Code (MCL 333.16109(2), 16215, 17001 and 17201). On a case-by-case basis, the District will determine what training and other support should be provided to the Employee who will be providing instructional or other services to a medically fragile student.

I. Employee(s) assigned at the outset of the school year to outdoor work (recess/crossing guard) shall receive an allowance of one hundred dollars ($100.00) per year toward the purchase of outside clothing for inclement weather. Receipts shall be required.

J. The Association and the Board agree to hold two (2) articulation meetings during each school year to address concerns and issues associated with the terms and conditions of employment. This group shall comprise of two administrators, (one shall be the Superintendent), and the FESA Association team.

K. Anti-Harassment, Including Sexual Harassment: Employee(s) will have the opportunity to work in an atmosphere free from unlawful harassment, including sex-based harassment, as defined by State, Federal, and Local laws. The District prohibits quid pro quo and hostile work environment harassment.

L. **Sub Pay.** In the event that an Employee is used as a substitute for certified professional staff, the Employee shall receive an additional fifteen dollars ($15) beyond their daily scheduled salary.

M. **Compensation for additional special education secretarial duties.** The Employee assigned the additional secretarial duties and responsibilities necessary to complete the Special Education requirements performed per school calendar work year will be compensated an additional one thousand five hundred dollars ($1,500) at the end of each semester.

N. **Compensation for additional secretarial duties.** The Employees assigned the additional secretarial duties and responsibilities necessary to complete the filling of vacancies due to absences performed per school calendar work year will be compensated an additional two hundred fifty dollars ($250.00) at the end of each semester.

O. **Compensation for additional para professional duties.** The CPI trained employees assigned to the active CPI Response Team will be compensated an

additional one hundred ($100) at the end of each semester.

ARTICLE X- STAFFING, LAYOFF, AND RECALL

A. **Notice of Layoff.** No Employee shall be laid off unless the Employee and the Association president have been notified of the layoff at least thirty (30) calendar days prior to the effective date of layoff.

B. **Layoff Procedure.** In the event of a necessary reduction in work force, the Board shall first lay off probationary Employee(s) in the classification scheduled for reduction, then the least senior Employee(s) in that classification. In no case shall a new Employee be employed by the Board while there are laid off Employee(s) who are qualified for a vacant or newly created position. Any Employee who has served in a position in the past shall be considered qualified for said position, provided he/she meets the certification requirements, new posting requirements and requirements of the job description.

C. **Reduction in Work Hours.** There shall be no reduction in the normal work hours provided for any Employee or position without notification to the Association as to the reasons for the reduction and its ramifications. In no case shall a reduction of any Employee's work hours take effect until fifteen (15) business days after written notice to the affected Employee(s) is given by the Board or it's designee.

In the event an Employee is notified of a reduction in his/her scheduled hours, the Employee shall be allowed to bump the least senior member in the same classification with the same or comparable hours. Comparable hours for the purpose of this section would be forty-five (45) minutes either way. If no position is available within the member's classification, he/she may bump the least senior person in another classification in which he/she has seniority, meets any certification requirements and meets the requirements of the job description. (See also Article VI, section A.)

D. **Benefits**. For the first sixty (60) calendar days of such layoff all fringe benefits will be continued by the Board. Laid off Employee(s) may continue their medical, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Board.

E. **Substitute Priority.** A laid off Employee shall, upon application and at his/her option, be granted priority status on the substitute list at sub pay according to his/her seniority, provided the laid off Employee has the qualifications and ability to perform the work. A laid off Employee who refuses substitute work five (5) times,

may be removed from the substitute list, unless a reasonable explanation is given and accepted by the Superintendent or designee.

F. **Recall.** When the work force is increased after a layoff, Employee(s) will be recalled by classification seniority, with the most senior Employee within the classification being recalled first. Employee(s) shall not lose any accumulated sick leave, vacation time, position on the seniority list or placement on the salary schedule due to a layoff. The Employee will move to the appropriate step on the salary schedule in accordance with years of service in the District.

G. **Notice of Recall.** Notices of recall of Employee(s) on permanent layoff shall be sent via e-mail. If the Employee has not responded within forty-eight (48) hours, the District will attempt to contact by phone, and finally will send a letter by certified or registered mail to the Employee's last known address as shown on the Board's records. If a laid off Employee refused to accept or sign for the recall notice or the recall notice is returned as undeliverable, the District has fulfilled their responsibility of recall notification to the laid off Employee. The recall notice shall state the time and date on which the Employee is to report back to work. It shall be the Employee's responsibility to keep the Board notified as to his/her current mailing address. An Employee on layoff shall be given at least ten (10) business days from receipt of notice to report to work. The Board may fill the position on a temporary basis until the recalled Employee can report for work, providing the Employee reports within the ten (10) business day period. The Employee shall report to work upon the date specified by the Board and failure to report on that date shall terminate his/her employment, unless an extension for extenuating circumstances is granted by the Board. If a currently laid off Employee turns down a position of comparable hours, she/he shall be removed from the recall list.

H. **Termination of Seniority.** Seniority shall be lost by an Employee upon termination, resignation, retirement or transfer to a non- Association position, if he/she does not return to work when recalled from layoff within ten (10) business days from receipt of the recall notice, or at the end of a time on layoff equal to his/her accumulated seniority at the time of layoff for eighteen (18) months whichever is less.

I. **Unemployment compensation**. An employee who collects unemployment compensation while working, shall have the unemployment compensation withheld from pay once the error has been discovered.

ARTICLE XI- LEAVES OF ABSENCE- PAID

A. **Conversion of Days to Hours:** When Employee(s) take accrued sick or personal leave, the District will charge the amount of time missed from their regular work schedule up to a maximum of eight (8) hours from their sick or personal leave bank.

B. **Sick Leave**

Each Employee shall receive one (1) sick day per month up to ten (10) days per

year, the unused portion of which shall accumulate from year to year without limitation to a maximum of one hundred twenty (120) days, including those sick days already accumulated. However, all secretaries who work at least two (2) weeks before and two (2) weeks after the school year, as well as any media technology assistants or media assistants who are assigned to work four (4) weeks in the summer, shall receive one (1) sick day per month up to eleven (11) days per year. Any Employee who has more than one hundred twenty (120) sick days accumulated at the end of the school year shall be paid for the number of days in excess of one hundred twenty (120). The pay for these days shall be thirty dollars ($30.00) per day. This amount shall be paid in the last paycheck of the school year. The Board shall furnish each Employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said Employee.

1. An Employee may use all or any portion of his/her earned sick leave for: personal illness, personal injury or physical disability including maternity related disability. If an Employee elects to use paid sick leave for maternity related disability, such leave will be used in place of an unpaid leave of absence and can be used only for the actual time of disability. If the illness continues beyond three (3) consecutive work days, the Employee will provide a written statement from a physician upon the request of the immediate supervisor. Earned sick and personal leave balances will only be used for scheduled work days in the school calendar (No use of sick/personal leave will be allowed during scheduled non work days in the calendar)

2. A maximum of eight (8) days sick leave per year may be used for a serious illness in the immediate family. Immediate family is to be defined for the purpose of this paragraph as follows: mother, father, brother, sister, wife, husband, son, daughter. Sick leave days may be used for other family members with the approval of the Superintendent.

3. Perfect attendance stipend of one hundred fifty dollars ($150) per semester for perfect attendance. Approved conference days or up to one and one half days (1.5) Association business day per semester will still entitle the employee to receive the perfect attendance stipend. An employee may earn back up to one day's credit toward the semester-perfect attendance calculation by attending an unpaid approved school event. Prior approval must be received from the building principal.

4. Employees who will be absent from work shall notify the District's designee, at least one (1) hour prior to the start of their shift, except in cases of emergencies.

5. Employees hired after the first day of school or who leaves before the end of the school year will receive a prorated number of sick and personal leave days. Exceeding the earned number of sick and personal days must be approved by the Superintendent, and may be grounds for termination. If upon separation from the district, sick and personal days used in excess of their pro-rated balance should be deducted from the final pay.

C. Voluntary Donation of Sick Days

1. Donation of sick days to individuals

   a. An Employee may volunteer to donate one (1) or more of his/her sick days in whole day increments, for a total of ten percent (10%) per year of his/her accumulated sick days, to any individual who qualifies under guidelines listed below.

   b. The Employee's decision to donate sick days is irrevocable. The individual donating days will complete a Sick Day Donation Form (Appendix C).

2. Eligibility: The Employee who requests sick day donations must first exhaust all of his/her own sick and personal days. The individual requesting donated days will complete a Sick Day Donation Form (Appendix C).

   The decision to grant use of donated sick days for the Employee or his/her immediate family member may be based in part on, but not limited to, any of the following:

   a. A review of other options available for the care of the immediate family member; for purposes of use of donated sick days, immediate family is defined as spouse or child.

   b. A doctor's statement is required clearly identifying that medical treatment/care is needed and stating the estimated length of leave time needed.

3. **General Information:**

   a. The individual requesting donated sick days must send the form to both the Administration and the Association President.

   b. Request for use of donated sick days may require the completion of Family and Medical Leave Act forms.

   c. Any current insurance benefits will continue while the Employee is utilizing donated sick days.

   d. The provisions and benefits of donated sick days terminate at the end of each school year.

   e. The name of the Employee requesting sick days and the name(s) of Employee(s) donating days will remain confidential, except for administrative purposes.

D. Bereavement Days

Bereavement leave with pay, not to be charged against sick leave, shall be granted to members as needed in case of death in his/her immediate family not to exceed five (5) days. "Immediate family," for the purpose of this paragraph, is defined as spouse, children and parents (including step family) of employee. Additional days may be granted with the approval of the Superintendent.

A leave of absence for up to three (3) days, not to be charged against sick leave, shall be granted in case of death of other members of the immediate family. Other members of the immediate family (including step family) shall consist of spouse of child, brother or sister, grandparents, grandchildren, aunt, uncle, and in-laws of the employee. Any person residing in the same household may also be considered as the immediate family for the purpose of this section. Additional days may be granted with the approval of the Superintendent and will be charged against sick leave.

A leave of absence for up to two (2) days, to be charged against sick leave, shall be granted for attendance at the funeral service of a person whose relationship to the Employee warrants such attendance. Additional sick days may be used with the approval of the Superintendent.

E. Personal Days

Employees hired after 1st day of school/or leaves before the last day of school will receive a prorated number of personal days.

1. Each Employee shall be granted three (3) days of personal business leave per year.

2. Personal business days may be used for personal business which cannot be conducted other than during normal work hours. Prior approval of the Superintendent is required and requests for approval shall be submitted in writing to the Superintendent not less than three (3) days prior to the date requested, except in cases of emergencies. All of the days shall be "no questions asked" days. The Superintendent shall send a copy of the approval to the principal. Personal days can accumulate to a total of six (6). Any days over six (6) shall be converted to sick days and shall be added to the Employee's accumulated sick day account.

    a. All requests for personal leave shall be made on a form provided by the Board.

    b. No more than three (3) Employee(s) from the elementary building, two (2) Employee(s) from the high school and two Employee(s) (2) from the middle school or six Employee(s) (6) from the system may be granted this leave per day.

    c. Employee(s) shall not lose these days if school is closed due to a

School Closure Day.

F. Jury Duty.

An employee who served on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay provided he/she makes himself/herself available for work with his/her regular work schedule when not occupied with jury duty. No employee shall be requested to turn over jury duty mileage provided they cash the check and bring the money to Central Office and provide verification.

G. Association Days.

The Employer shall grant the Association ten (10) paid leave days for the use of its representatives to conduct Association business or participate in Association activities. Five (5) days shall be paid by the Board, and the other five (5) shall be paid by the Association. Such days may only be utilized by the officers and/or agents of the Association. The Association shall pay and the Employee's retirement costs.

H. Sick and Personal leave days may be taken in one (1) hour increments, half (1/2) day or full days. If time was taken in one (1) hour increments, at the end of the school year, all one (1) hour increments will be totaled and rounded up to the nearest half (1/2) day.

I. Family Medical Leave (FMLA). FMLA shall be granted to eligible Employees in accordance with FMLA regulations (29 USC 2601 et seq.; 29 CFR 825.100 et seq) and Board policy 4106. Paid leave shall be used concurrently with FMLA, if available. If an Employee does not return to work on their own volition from FMLA, the Employee shall repay the insurance premium paid by the District. The Board Policy will be interpreted and applied consistent with the FMLA, as amended, and its regulations.

J. (New J) For full time employees, up to a maximum of 72 hours of sick time, depending on how many hours the employee is eligible for, may be used for an ESTA purpose as provided under that law. This language is not intended to provide more benefits to employees as is provided under ESTA. Part time employees will receive prorated paid leave time. Starting with the 2025-26 school year, the awarded medical/sick days will be labeled as ESTA days in the Will Sub system. Labeling the awarded days as ESTA days will provide tracking of paid leave time provided for by the ESTA law. These days can also be used for purposes and family members as provided by the FESA contract. Once all the ESTA days are used, you must adhere to the FESA contract use of medical/sick days. ESTA days not used during the school year will roll over as medical/sick days. Your accumulated medical/sick days are always available for use according to the FESA contract.

ARTICLE XII- LEAVES OF ABSENCE-UNPAID

A. Length and Eligibility

1. Leaves of absence without pay or benefits not to exceed one (1) year may be granted without loss of seniority upon written request to the Superintendent or his designee.

2. Eligibility for a leave of absence requires a minimum of one (1) year of continuous employment by the Board as a permanent employee except in cases of medical, maternity or military leaves.

B. Leaves of Absence shall be granted by the Board for:

1. Infant Child Care Leave: Infant child care leave will be granted in accordance with section A of this Article.

2. Upon the recommendation of a physician a medical leave without pay shall be granted for prolonged illness, up to one (1) school calendar year, in the immediate family, spouse or children and Employee, if not eligible for FMLA. Upon return from an unpaid leave, Employee(s) must work an additional one thousand twenty hours (1020) to be eligible for this benefit in the future. See Article XI, section B, number 2, for definition of immediate family.

3. Service in a governmental agency.

4. Other reasons as deemed appropriate by the Board of Education. Other reasons may include such things as, but not limited to, emergencies, family and personal obligations, but shall not include personal vacation.

C. Return from Leave of Absence

1. Employees on leave for medical reasons must either return, resign, or request a special extension for a maximum of one (1) additional year.

2. When an Employee's health permits his/her return, he/she shall make his/her request known in writing to the Superintendent and will submit a statement from a physician of the Employee's fitness for work. In the event there is a question of the Employee's fitness to return to work, the Board has the right to request an examination by a physician selected by the Board at the

expense of the Board.

3. An Employee returning from an approved leave of absence of less than sixty (60) days shall be reinstated to their position they held when the leave began. An Employee returning from an approved leave of absence of greater than sixty (60) days shall be reinstated to a vacant position within the classification he/she held when the leave began.

4. An Employee returning from a leave of absence greater than ten (10), but less than and including sixty (60) calendar days shall be required to notify the Board in writing, of his/her intent to return at least ten (10) business days prior to the date of his/her return.

5. Employees wishing to return from a leave of absence of more than sixty (60) calendar days shall be required to notify the Board in writing of his/her desire to return at least twenty (20) business days prior to the end of the leave or to request an extension, or to submit a resignation, otherwise the employee will be considered as terminating his/her employment with the District.

D. Military Service. Any employee who interrupts Employment in a school District to perform active services in the Armed Forces of the United States is entitled to reemployment rights in the position he/she vacated, or one of like status and pay scale provided.

ARTICLE XIII- HOLIDAYS

In order to receive holiday pay, an Employee shall work the day before or after a holiday or vacation period, except with justification in writing to the Superintendent or his/her designee. The Superintendent's decision on the justification will be final.

A. Employee(s) shall have the following days off with pay.

1. School Year Employee(s):

Labor Day	Christmas Day
November 15 (if no school)	New Year's Eve
Thanksgiving Day	New Year's Day
Day after Thanksgiving Day	Good Friday (if no school)
Christmas Eve	Memorial Day

ARTICLE XIV- COMPENSATION/ BENEFITS

A. The wages for Employee(s) covered by this Agreement are set forth in APPENDIX A, which is attached to and incorporated in this Agreement.

In a year where a district's final fund balance exceeds 30% fund equity, employees will receive an off-schedule payment of an equal amount of the bargaining unit's portion of the excess, minus the cost of fringe benefits. This will be paid on the second pay of July of the following fiscal year.

B. **Pays:** Employee(s) shall be paid bi-weekly by direct deposit unless otherwise mutually agreed by the Association and the District.

Pay Periods: Beginning with the first pay of the 2021-2022 School year, all Employee(s) will be paid hourly. The twenty-six (26) pay option will no longer be available.

C. **Unused Sick Days:**

Any Employee who is retiring or resigning from the District shall be compensated forty

($40) dollars per day. Payment under this section shall be made to a 403(b) plan account designated by the Employee from the District's list of approved vendors. There shall be no cash option to this employer 403(b) contribution.

D. Medical and Ancillary Benefits:

1. The Board agrees to provide eligible Employee(s) who select Medical Insurance Benefits with the following MESSA insurance benefits (both medical and ancillary) for a twelve (12) month period from September 1 until August 31 with Employee premium co-pays in accordance with the law. All Employee(s) are provided ancillary benefits.

2. Any premiums in excess of the District's contribution will be payroll deducted as a condition of this Agreement pursuant to the authority set forth in MCLA 408.477. To the extent afforded under the Internal Revenue Code, any deductions will be made with pre-tax dollars. Any premiums in excess of the District's contribution is the responsibility of the Employee.

3. Plan A: MESSA Choices ($,1000/$2,000) annual deductible, Co-Insurance (10%) , Co-Pay $20/$20/$20, UC/ER Co-Pay $25/$50, and 5 tier max . This plan will start as of January 1, 2026.

   Plan B: MESSA ABC Plan 1(2.5) $2,500/5,000 annual deductible, Co-Insurance (10%) , Co-Pay $0/$0/$0, UC/ER Co-Pay $0/$0, and (5 tier RX). This plan will start as of January 1, 2026. Employees shall be responsible for one hundred (100%) percent of the annual deductible.

4. The Board shall pay no more than eighty percent (80%) of the total cost of the MESSA Choices/ ABC Plan 2.5 medical premium for any Employee scheduled to work six (6) hours or more per day. If PA 152 is amended or repealed during the term of this contract, the Board's contribution towards the total cost of medical insurance for the bargaining unit shall not exceed 80%. If school districts are required to contribute a "hard cap" (other than the 80/20 cap) towards health insurance costs, the District's total cost of medical insurance for the bargaining unit shall not exceed the "hard cap" or a __% increase over the previous year's employer contribution, whichever is lower.

5. The Employee shall pay twenty percent (20%) of the total cost of the MESSA Choices or ABC Plan 2.5 medical premium for any Employee schedule to work six (6) hours or more per day.

6. Employee(s) working at least twenty (20) hours but less than thirty (30) hours per week shall receive the MESSA Ancillary Benefits package.

7. **MESSA Ancillary Benefits:**

a. Each Employee shall be provided $20,000 Term Life fully paid, entire cost of premium to be assumed and paid by the Board.

b. The Board shall provide each Employee VSP 2 S Vision Insurance for a full twelve- month period for all Employee(s).

E. Mileage:

Authorized use of the Employee's private automobiles shall be reimbursed at the rate per mile established each year by the Internal Revenue Service and shall be in effect accordingly

F. Training, Professional Development and Education:

The Board will pay an amount equivalent to the regular hourly wage for attendance at conferences, workshops and training that is approved by the local District for any Employee(s). The Board will pay required conference fees and mileage as per Section E above for required travel to such sessions.

G. Professional Development:

All Employee(s) shall be paid for each professional development day worked or attending the in person professional development. Employee(s) shall be paid for actual hours worked for that day.

ARTICLE XV - EVALUATION

The work performance of all Employees shall be in writing by their immediate supervisor/administrator. The Employee will be given a copy of any evaluation prepared and will have the right to discuss such report with their supervisor/administrator. The Employee will sign the report signifying receipt of same within ten (10) business days of receipt, but in no way shall such signature indicate agreement with said evaluation. The employee shall have the right to rebut the contents of the evaluation. The rebuttal shall be attached to the Employee's evaluation. An employee's evaluation is not subject to the grievance process.

ARTICLE XVI- NEGOTIATION PROCEDURES

A. Terms and Conditions. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties.

B. Procedures. Negotiations between the parties on a successor agreement shall

begin at least sixty (60) calendar days prior to the expiration of the contract term.

C. Association Bargaining Team. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

D. Final Agreements. There shall be two signed copies of any final agreement. One copy shall be retained by the Employer and one by the Association. Copies of this Agreement shall be posted to the District's website as required by law. Printed with the expense shared equally by the Employer and the Association. Printed with the expense shared equally by the Employer and the Association.

ARTICLE XVII- DISCIPLINE OF EMPLOYEES

A. When the Employer feels disciplinary action is warranted, such action must be taken within five (5) business days of the date the Employer became aware of the conditions giving rise to the discipline, unless exigent circumstances exist which requires additional time to investigate the matter.

B. The responsibility of discipline and/or discharge of Employees is vested in the Board or its designated representatives.

C. The Board shall submit written notification of any discipline or discharge of an employee to the Employee and the Association within five (5) business days of the discipline being enacted.

D. In any case of discipline or discharge, the Employee shall have the right to Association representation at any meeting or hearing scheduled for the purpose of discipline or discharge.

E. Before any reference to or the actual complaint from a student, parent, or any person is entered into an employee's personnel file, it must be brought to the attention of the Employee within ten (10) business days of the complaint. The Employee shall be permitted to attach a written response to any complaint placed in the personnel file. The Employee shall have the right to challenge the validity of any complaint and the placement of said complaint into his/her personnel file within thirty (30) business days.

F. After one year an Employee may request a hearing for the removal of a written reprimand placed in his/her file.

G. Employees shall be subject to disciplinary action for reasons such as, but not limited to, insubordination, excessive absenteeism, or violation of Employer's rules and regulations.

H. Administrative action which results in a discharge of an Employee shall be immediately subject to the Board of Education level of the Grievance Procedure at the discretion of the Association.

I. No Employee shall be disciplined without just cause. Due process shall be followed in all discipline cases.

ARTICLE XVIII –Emergency Financial Manager

If an emergency financial manager is appointed by the State under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Acts (PERA). It should not be interpreted as a waiver of the Association's rights to challenge the legality of the Emergency Manager Law.

ARTICLE XIX –Miscellaneous

A. This Agreement incorporates the Agreement reached by the parties on all agreed issues, which were subjects of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The parties may voluntarily reopen the Agreement to discuss issues of mutual concern.

B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with-it terms.

C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.

E. No agreement, alteration, understanding, variation, waiver or modification of any of the

terms or conditions or covenants contained in this Agreement shall be made by any employees, group of employees, supervisory or administrative personnel, unless executed in writing between the parties of this Agreement and after having been ratified by both the Board and the Association.

ARTICLE XX- DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2025 and shall continue in effect until the thirtieth (30th) day of June, 2027. All provisions are retroactive except where specified otherwise.

FARWELL EDUCATUIONAL SUPPORT ASSOCIATION, MEA, NEA

BY:_____ DATE: 3/4/26
Emily Lauer, President

BY:_____ DATE: 2-27-26
Tonja Hinkston, MEA UniServ Director

FARWELL AREA SCHOOLS BOARD OF EDUCATION

BY:_____ DATE: 2-17-26
Nathan Yarhouse, Board of Education President

BY:_____ DATE: 2-17-26
Carrie Carncross, Chief Spokesperson, Superintendent

APPENDIX A

FARWELL ESA - WAGE SCALE

		2025-2026	2026-2027
Certified Para	1	13.73	13.73
	2	13.73	13.73
	3	13.90	13.90
	4	16.14	16.14
	5	16.38	16.38
	6	16.76	16.76
Secretary	1	13.73	13.73
	2	13.82	13.82
	3	14.97	14.97
	4	16.18	16.18
	5	16.29	16.29
	6	17.45	17.45
Media Tech	1	13.73	13.73
	2	13.76	13.76
	3	14.97	14.97
	4	16.19	16.19
	5	16.29	16.29
	6	17.11	17.11
RTC	1	14.72	14.72
	2	14.97	14.97
	3	15.77	15.77
	4	16.57	16.57
	5	16.67	16.67
	6	17.29	17.29
*Interpreter	1	13.73	13.73
	2	13.76	13.76
	3	14.97	14.97
	4	16.19	16.19
	5	16.29	16.29
	6	17.11	17.11

*Includes VI & HI paras with Braille or Signing Certification

LONGEVITY: Employee(s) shall receive adjustments above their current rate of pay according to the following longevity schedule upon the completion of their eighth (8th) year and thereafter based on their individual anniversary date of hire:

- **8th year and thereafter—additional $0.15 per hour (total amount $0.15)**
- **10th year and thereafter—additional $0.20 per hour (total amount $0.35)**
- **12th year and thereafter—additional $0.15 per hour (total amount $0.50)**
- **15th year and thereafter—additional $0.10 per hour (total amount $0.60)**
- **17th year and thereafter—additional $0.10 per hour (total amount $0.70)**
- **20th year and thereafter—additional $0.10 per hour (total amount $0.80)**
- **25th year and thereafter—additional $0.15 per hour (total amount $0.95)**
- **27th year and thereafter—additional $0.25 per hour (total amount $1.20)**

APPENDIX B
FARWELL ESA - GRIEVANCE REPORT FORM

Grievance#_____ ***Page l***

Distribution of form: 1. Superintendent 2. Supervisor
3. Association 4. Employee

Refer to Grievance Procedure of Agreement for time limits.

Name of Grievant	Building	Assignment	Date Filed
_____	_____	_____	_____

Level I: Principal/Immediate Supervisor

6. Date grievance occurred or knowledge thereof: _____

7. Contract sections or subsections alleged to have been violated:
_____
_____

8. Statement of grievance:
_____
_____
_____
_____

9. Relief sought:
_____
_____
_____
_____

Signature of Grievant_____
Date_____

10. Disposition by Supervisor/Principal:
_____
_____
_____
_____

Signature of Supervisor/Principal_____
Date_____

11. Position of Grievant and/or Association:
_____
_____
_____
_____

Association Signature_____
Date_____

Level II: Superintendent

1. Date received by Superintendent or designee_____

2. Disposition of Superintendent or designee _____
_____
_____

Superintendent Signature_____
Date_____

3. Position of Association
_____
_____
_____

Association Signature _____
Date_____

Level III: Board of Education

I. Date received by Board of Education/designee_____

2. Disposition by Board
_____
_____
_____

Board Signature _____
Date_____

3. Position of Association _____
_____
_____

Association Signature _____
Date_____

Level IV: Arbitration

I. Date Superintendent notified of decision to arbitrate: _____

2. Date the Demand for Arbitration filed with AAA: _____
Association Signature _____
Date_____

APPENDIXC
SICK DAY DONATION FORM

Complete this section to request sick days:
To the Superintendent and the Farwell Education Association President:

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

Complete the information below:

I am requesting _____ donated sick days for self, spouse, or child. (Circle one)
Appropriate medical documentation has been provided to the Superintendent's office.

_____
Signature of Applicant Date

You are Responsible to Send a Copy to the Business Office

Complete this section to donate sick days:
To the Superintendent and the Farwell Education Association President:

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

Complete the information below:

I agree to donate _____ sick days* and understand that the decision to donate is irrevocable.

**An Association member may donate no more than 10% of his/her accumulated sick days in any school year. (Article XII)*

_____
Signature of Applicant Date

APPENDIX D

PAYMENT REQUEST FORM FOR MISSED DUTY FREE LUNCH PERIOD

NAME OF EMPLOYEE _____

BUILDING _____

POSITION _____

DATE OF THIS MISSED DUTY FREE LUNCH PERIOD _____
TIME OF THE MISSED DUTY FREE LUNCH PERIOD _____

DESCRIPTION OF THE REASON UNABLE TO TAKE DUTY FREE LUNCH

_____
_____
_____
_____

HAVE YOU INCLUDED THIS INFORMATION ON YOUR TIME SHEET? _____

BUILDING PRINCIPAL SIGNATURE OF APPROVAL _____
DATE _____