AGREEMENT

Between

FARWELL EDUCATION ASSOCIATION

And

FARWELL AREA SCHOOLS
BOARD OF EDUCATION

July 1, 2025 – June 30, 2028

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AGREEMENT

BETWEEN
FARWELL EDUCATION ASSOCIATION
AND
FARWELL BOARD OF EDUCATION

INTRODUCTION

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

Witnesseth:

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

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

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

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

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

ARTICLE I – RECOGNITION

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

Teachers (valid teaching certificate)
Librarians/Media Specialists
Counselors
Social workers
Behavior Intervention Specialist
Interim Teacher (Interim Teaching Certification)

Excluded from the bargaining unit shall be: all administrative and supervisory personnel, superintendent, principals, assistant principals, "Dean of Students", School Family Liaison, temporary teacher, student teacher, internships, substitute teachers, summer school teachers, adult education teachers, preschool/daycare teachers, nurses, individuals employed only under Schedule B and all other employees who are not specifically identified as being within the bargaining unit. The term "teacher or employee", singular or plural, when used in this Agreement, refers to all certified and non-certified personnel. The term "Board" when used in the Agreement shall refer to the Board of Education and its supervisory and administrative agents. The term "Business Days" when used in this agreement shall refer to Farwell Central Office Business Days.

Upon the completion of the Board of Education's job descriptions for employees, the Board will provide all employees with a copy of his/her job description. The Board will provide any newly hired employee with a job description.

B. The Board agrees not to negotiate with any employee's organization other than the Association for the duration of this agreement, except when a new representative group shall be legally chosen by the employees in the Farwell Area Schools. The Board agrees not to negotiate on an individual basis including years of service with any employee or subgroup of employees, other than the Association in accord with the Public Employee Relations Act (PERA).

C. The Board agrees that employee work will not be assigned to employees who are not covered by this agreement if this would result in the layoff of a current employee who is certified, highly qualified, and/or licensed to perform those duties in the State of Michigan.

ARTICLE II - EMPLOYEE RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board and Association agree~~s~~ that every employee employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection or to refrain from such activities. The Board and Association agree that they will not directly or indirectly discourage or deprive or coerce any employee of any rights conferred by the act or other law of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership or non-membership in the Association, his/her participation or non-participation in any lawful activities of the Association or collective professional negotiations with the Board or his/her institution of any grievance.

The Association and its members may use school building facilities at all reasonable hours for meetings, in accordance with Board policies on building usage. Use of computers, printers, photocopiers, local telephones and P.A. systems will be limited to general announcements and professional education activities. Programming, supplies, and other internal organization needs will be met by the Association. All P.A. announcements will be cleared by the building principals.

B. The Board and the Association agree that all rights and responsibilities concerning hours, wages and working conditions that are in the Board Policy (https://www.farwellschools.net/documents/administration/board-of-education/board-policy/327296) will be followed except those which are inconsistent with those listed in this agreement or prohibited bargaining subjects under the Public Employment Relations Act (PERA). Employees, however, shall not be responsible for any policies, which have not been e-mailed to the employees with reference to the change. An electronic version of this contract is on the Farwell Area Schools Website.

C. Employees have academic freedom as subject to state benchmark, district curriculum, maturity of students, related directly to subject matter, and does not adversely impact the school. Employees' personal and or political opinions are not to be taught as curriculum and are not protected under academic freedom rights.

D. The District, after agreement from the School Improvement Team, reserves the right to establish grading practices and policies per Board policy #5418. No change in any grade or test score assigned a student may be made by the District or its administrators without the prior knowledge of the employee who assigned the grade or score. The grade may not be changed without the employee's consent unless it is a violation of law or Board policy.

E. Non-Probationary/Tenured Employees (who are not subject to the Teachers' Tenure Act) shall not be disciplined for a reason that is arbitrary or capricious. The term "discipline" as used in this agreement includes written warnings, reprimands, suspensions without pay, or discharge. The specific grounds for disciplinary action will be presented in

writing to the employees, and the Association, at the discretion of the employee, two (2) business day(s) before the discipline is imposed.

Probationary.

F. Upon request, an employee shall be entitled to have present a representative of the Association during any meeting which will or may reasonably lead to disciplinary action by the Board or its agent. When a request for such representation is made, no disciplinary action shall be taken with respect to the employee until such representative of the Association is present.

G. If the Board requires an employee to undergo medical examination in accord with the provision in Article III. A.6, the employee reserves the right to a second examination by the physician of his or her choosing. All reasonable costs are to be assumed by the Board.

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

H. Employee(s) shall be provided copies of all materials related to work performance at the time of inclusion in their personnel files. Such material shall be clearly labeled "personnel file."

I. The Board shall supply the Association president and vice president a copy of the "Board Packet" one day before each Board meeting.

ARTICLE III – RIGHTS OF THE BOARD

A. The Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the assigned school related activities of its employees.

2. To hire all employees and subject to the provisions of law, to assess their qualifications, the conditions for their continued employment, their dismissal or demotion, and to promote or transfer all such employees, in conformance with this Agreement. When possible and reasonable the administration and union representation will discuss involuntary transfers before reassignment. See Board Policy 4402: Assignment and Transfer for placement of teachers' protocols.

3. To establish grades and courses of instruction, including special programs, and to provide for athletic recreational and social events for students, all as deemed necessary or advisable by the Board.

4. To decide upon the means and methods of instruction, including telecommunication, the selection of textbooks and other teaching materials and the use of teaching aids. The Board, through the Superintendent and the building principals, agrees to consult with employees through the grade level and departmental organizations. In the event a majority decision by employees cannot be reached, the Board will make the final decision.

5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of employees.

6. To determine the qualifications of an employee and require employee to undergo medical examination in the event there is reasonable cause to believe an employee is physically or medically unable to perform the essential functions of their job. The employee reserves the right to a second examination by the physician of his or her choosing. All reasonable costs shall be assumed by the Board.

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

7. To implement reasonable provisions for health and safety of employees during hours of employment, as recommended by the Health Department.

8. To determine the services, supplies, and equipment necessary to continue its operations.

9. To adopt reasonable rules, regulations, and policies in conformance with the terms of this Agreement.

10. To determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

11. To determine all financial policies of the District.

12. To determine the size of the management and administrative organization, its functions and authority.

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

C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan Revised School Code or any other national, state, county, District or local laws or regulations as they pertain to education.

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

ARTICLE IV
PAYROLL DEDUCTIONS

PAYROLL DEDUCTIONS

A. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee an appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

B. If at any time, within a calendar year of the error, the Board overpays or underpays an employee, the employee, the Association and the Board will meet to determine a repayment plan that is agreeable to all parties. If an agreement cannot be reached the minimum amount of repayment shall not exceed ten percent (10%) of the overpayment per pay or ten percent (10%) of the take home pay per pay, whichever is less. The payment plan will remain in effect until the overpayment is paid in full. If the employee resigns, their remaining amount shall be deducted from the final pay. If the employee owes more money than their final paycheck, the employee will be responsible to reimburse the district the final amount due to the Board.

ARTICLE V - NEGOTIATION PROCEDURES

A. At least thirty (30) days prior to the expiration of this agreement, the Association and the Board will reopen professional negotiations for a new agreement covering wages, hours, terms and conditions of employment.

B. When negotiations are conducted during regular school hours, release time shall be provided for the Association's negotiating team.

ARTICLE VI - CONTINUITY OF OPERATION

A. The Association recognizes that strikes by employees are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association and employees shall refrain from engaging in any strike activity, including but not limited to,

sympathy strikes, slowdowns, stoppages, sit-ins, work stoppage of any kind or abstinence in whole or part from the full, faithful and proper performance of assigned duties.

B. The Board shall have the unlimited right to discipline, including discharge, any employee for taking part in any violation of this Article.

ARTICLE VII - GRIEVANCE PROCEDURE

A. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

a. Any grievance dealing with the rights of tenure teachers pursuant to the Michigan Teachers' Tenure Act, which is within the jurisdiction of the State Tenure Commission for appeal and/or requiring a hearing before the Board of Education.
b. The discharge/ nonrenewal of any probationary teacher or employee. But the lack of due process or following policy in the discharge or nonrenewal of any probationary teacher is still subject to the grievance procedure.
c. The termination of services of or failure to re-employ any teacher to a position on the extra-duty schedule.
d. The outcome of any teacher evaluation (other than arbitration expressly permitted under Revised School Code Section 1249) excluding a failure to follow the prescribed process and procedure, teacher placement, or the assignment of extra-duty position.
e. Any grievance that is specific to a prohibited or illegal subject of bargaining.
f. Any grievance for which there is recourse under State or Federal statutes.

B. Grievances will be presented by the grievant or Association representative selected by all employees in that particular building. Grievances will be filed with the building principal or appropriate Board representative. Only those claims by an employee, group of employees, or Association concerning a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance. The Association recognizes the Board's right to establish policy. The Association retains the right to file a grievance for failure to follow a Board Policy relative to employment or the misapplication of a Board Policy relative to employment.

C. The Association representative or grievant will file any grievances in writing with the building principal or appropriate Board representative within ten (10) business days after the occurrence or knowledge thereof. The grievance will be waived if it is not presented in writing within ten (10) business days. "Business day" shall be defined as a day that the central office is open. Timelines at each of the levels may be extended by mutual agreement. (examples include, Winter Break, Spring Break, and over the summer)

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

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

2. It shall be legible and 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.

D. Within ten (10) business days of receipt of the grievance the building principal or appropriate Board representative shall meet with the Association in an effort to resolve the grievance. Affected employees' may or may not be present at such meeting. The principal shall have ten (10) business days from the meeting to provide a disposition in writing.

If the principal's disposition does not resolve the grievance, the grievance shall be submitted to the Superintendent within ten (10) business days of receipt of the principal's disposition. The Superintendent shall have ten (10) business days thereafter to provide a disposition in writing.

If the Superintendent's disposition does not resolve the grievance, the Association shall file the grievance with the Secretary of the Board or the Board's designee within ten (10) business days of the receipt of the Superintendent's answer. (Upon mutual agreement of the parties, a grievance may begin at the Superintendent's level.)

E. The Board or the Board designated grievance committee shall hold a hearing on and review 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.

F. If a grievance remains unsettled after processing as per Section D 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 some action which has been taken is justified according to these terms.

2. If the Association chooses to submit any unsettled grievance to arbitration, it must notify the Superintendent in writing within ten (10) 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 agree to select an 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.

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 any policies, practices or rules of the District, except as they involve an application of this Agreement, nor shall the arbitrator have any authority to formulate or add any new policies or rules, nor substitute his/her discretion for that of the Board's discretion in cases where the Board is given discretion 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 non-tenured employee, to hear any grievance previously barred from the scope of the grievance procedure, or to rule upon any matter that is a prohibited subject of bargaining under Michigan law. It is further understood that salary schedules incorporated in this agreement shall not be subject to arbitration and the arbitrator shall have no authority to rule on any pension plan or insurance program.

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

7. Claims against the Board including claims for back wages by an employee covered by this Agreement, or by the Association, shall not be valid for more than the start of the year in which the grievance was dated.

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

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

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

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

12. The decision of the arbitrators shall be final and binding upon the Board, the Association and the employee or employees involved unless the arbitrator's decision is in conflict with the laws of the State of Michigan.

G. 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.

H. The following process will apply if not prohibited by law. Any disciplinary letter submitted into file will be subject to removal/review process by a review committee after one calendar year. It is the bargaining unit member's responsibility to request the review process to remove a disciplinary letter. A committee composed of the Association president, the affected bargaining member, superintendent, building principal, and school board president will meet to discuss the disciplinary letter. The decision for removing a disciplinary letter from a file must be agreed upon by a majority of the committee. An appeal may be made at the Board level.

ARTICLE VIII - SICK LEAVE

A. Sick Leave

1. It is agreed that the Board has the right to expect employees to possess and maintain sufficient good health, physical and mental, to adequately perform their respective duties. In cases where inadequate performance in the classroom is witnessed and is believed to be the result of poor physical or mental impairment, a physical or psychological examination may be required by the Board without loss of pay to the employee. The choice of the doctor must be by mutual consent and the expenses of the examination paid by the Board. Failure to comply with such requirement for examination may result in suspension. Employees may be placed on sick leave for the duration of the illness or complication at the discretion of the Board based on the recommendation of the Medical authority. The Board will pay sick leave equal to the amount of sick leave time accumulated. The Board will consider the employee as on leave beyond the number of days accumulated up to one year (365 days) following the initial mental or physical examination.

2. Each employee is granted eleven (11) days of sick leave per year. With prior administrator approval, sick leave may be used in one (1) hour increments up to a maximum of six (6) hours per year. Sick leave is to be used for personal illness or illness in the immediate family. An employee may use these days per year for illness in the immediate family. Immediate Family member is defined as Spouse, Child, Step Child, Child of a spouse, parent, grandparent, and grandchild or a person residing in the same household or additional members as defined by law. Exception to this limitation, requested in writing by an employee, may be approved by the Board or its designee, in the event of critical or prolonged illness in the employee’s, immediate family. Such request must include the reason for the request and supporting medical confirmation of illness**.** The granting of an exception shall not constitute a precedent for purposes of future contract administration. Sick leave may accumulate to one hundred twenty (120) days.

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 or full day. For full time employees, up to a maximum of 77 (seventy-seven) 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 FEA contract. Once all the ESTA days are used, you must adhere to the FEA 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 FEA contract.

3. The Board reserves the right to require a doctor's written statement as evidence of illness, after the third consecutive day absence.

4. The Board shall furnish each employee with a statement at the beginning of each school year as to their total sick leave credit along with their contract.

5. Employees who have accumulated one hundred twenty (120) sick days will be paid fifty dollars ($50.00) annually in a lump sum in June for each unused sick day in excess of one hundred twenty (120) days.

6. Upon retirement or separation from the District, each employee shall be paid fifty dollars ($50.00) per day for all unused sick days. Upon death of an employee, the amount of sick days and separation provisions shall be paid pursuant to MCL 408.480.

7. Employees shall not be charged sick or professional days if school is closed.

8. After fifteen (15) years of service with Farwell Area Schools, an employee may request payment based on paragraph A.5 above for up to one-third (⅓) of his/her sick days accumulated as of February 1 to be paid in a lump sum by June 1. The request has to be in writing by February 1 of said year.

9. In the event of an employee being asked, by the administration, to work remotely, and if willing to, the school will change the employee's sick or personal leave to school business.

B. Volunteer Sick Bank

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

1. Beginning each school year, employees who are not sick bank participants will be given the opportunity to participate and sign up for the volunteer sick bank program. Those who choose not to participate cannot draw from the bank. However, the Board will donate one day to the sick bank for each new employee hired. The new employee shall not have to contribute one of his/her own sick days but shall be considered a participant in the sick leave bank until the sick bank needs to be replenished.

2. Donation of sick days to individual employees

    a. An employee may volunteer to donate one or more of his/her sick days in whole day increments, up to twenty percent (20%) of his/her accumulated sick days, to any employee who qualifies under guidelines listed below.
    b. The decision to donate sick days is irrevocable. The employee donating days will complete a Sick Day Donation Form (Appendix D).

3. Eligibility: The employee must first exhaust all of his/her own sick and personal days. The decision to grant use of donated sick days for the employee or immediate family member may be based in part on, but not limited to, any of the following:

    a. A review of other options available for the care of the immediate family member, immediate family is defined in Article VIII. section A. 2. of this Agreement.

    b. Determination of the seriousness of the case by the Sick Bank Committee defined in Section 4 of this Article.

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

4. General Information:

a. The employee requesting donated sick days must apply in writing to the Sick Bank Committee.

b. Request for use of donated sick days may require the completion of Family and Medical Leave Act forms.
c. Insurance benefits will continue while the employee is utilizing donated sick days.
d. A maximum of ninety (90) days may be granted per appeal from the donated days. The Sick Bank Committee may require that an employee apply for benefits as a condition for continued use of sick bank. As soon as individual qualifies for long-term disability insurance benefits, sick bank coverage stops.
e. If it appears that an employee is abusing the above policy, the Sick Bank Committee may direct said employee to provide additional information from two doctors of the Committee's choosing to determine whether the care of the employee, or employee's "immediate family" member is required or the illness is valid.
f. The Sick Bank Committee may grant or suspend donated sick leave days. Their judgment and/or decisions will be final and non-grievable under Article VII.
g. The Sick Bank Committee for donated sick leave shall consist of two (2) members of the Association and two (2) representatives designated by the Board.
h. The provisions and benefits of donated sick days terminate at the end of each school year.
i. Employees granted volunteer sick leave days from the bank would not have to repay these days.
j. At the beginning of each school year and again as the Association determines that the "pool days "have dropped to a minimum level (i.e. forty (40) days), the Board agrees to shift the donation of days from the participating employee's sick days to the Association Sick Bank.
k. Unused days in the Sick Bank will be rolled over to the next year. Membership in the Association Sick Bank is maintained until it is time to replenish the "sick bank pool".
l. Employee's donating to the "sick bank pool" will not be denied their perfect attendance stipend (Art. VIII, A. 6.) for donating to the Association Sick Bank.

C. 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.

ARTICLE IX - PERSONAL LEAVE DAYS

A. An employee shall be granted three (3) days of personal leave per year without restrictions, with an additional (1) day given for attendance at Open House and parent teacher conferences.

B. Prior approval of the Superintendent or designee is required and requests for approval shall be submitted in writing not less than five (5) business days prior to the date requested, except in cases of emergencies or school related activities.

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

2. Leave days may be used for extensions of vacations or holidays. Up to two (2) employees per building and a maximum of six (6) per District may use this leave at one time. Leave days shall not be used for participation in or support of any conduct prohibited by law, including withholding of services. On a day scheduled for professional development in the agreed upon school calendar (Appendix C), a personal leave day may be used only for personal business which cannot be conducted other than during normal work hours. The reason must be stated on the leave form.

3. Employees shall not lose these days if school is closed due to an Act of God.

4. The Administration shall reply in writing to a written request for use of a personal leave day within three (3) business days following receipt of the request, except in emergencies or school related activities when approval may be granted earlier to accommodate the emergency. If the reply is not received by the employee within three (3) business days it is understood that the personal leave day was approved.

5. If unused at the end of the year, up to two (2) of the personal leave days shall be carried over for a maximum of six (6) personal days, the rest will be added to accumulated sick leave.

6. Upon retirement, unused personal days shall be paid out the same as unused sick days.

7. Personal Leave Form (see appendix H)

ARTICLE X- LEAVES OF ABSENCE

A. Employees will be granted leave with pay for the following:

1. Employees summoned for jury duty shall immediately notify the Board and provide a copy of the summons notice. If employees are called for jury selection or serve as

jurors, they shall be paid their schedule A salary and in return forfeit stipend and or compensation for performing jury duty, excluding reimbursement for mileage.

2. Employees subpoenaed to testify during business hours on District-related matters in a judicial or administrative matter, or who shall be asked to testify in any arbitration or factfinding concerning Farwell Area Schools, shall be paid his/her salary less jury or witness fee for such time spent on jury duty or giving testimony, provided that the employee is not a party to or would benefit from an action against the Board.

3. Released time necessary to take a selective service physical.

4. Attendance at a conference relating to professional improvement upon prior approval from the building principal and at the discretion of the Superintendent.

5. The Board will provide the Association with up to eight (8) days and in the year the contract expires the Board shall grant up to fifteen (15) days. The Association shall not be charged Association Days if school is closed. The Association shall reimburse the District the employee MPSERS retirement costs for Association Days.

6. Bereavement leave with pay will be granted to employees for the workdays falling within the period between the time of death and the following fourteen (14) calendar days. For the death of an employee's parents, spouse or child, bereavement leave will not exceed five (5) days. For the death of the spouse of child, brother of employee or spouse, sister of employee or spouse, parents of spouse, grandparent and grandchild, or a person residing in the same household bereavement leave with pay will not exceed three (3) days. Employees shall have the right to use accumulated sick days for the purpose of bereavement leave for immediate family members listed herein. Employees shall have the right to use up to two (2) sick days per year for the purpose of bereavement of non-family members. Extensions may be granted by the Superintendent or his/her designee.

B. Employees will be granted leave without pay:

1. A leave of absence without pay and/or benefits of up to one (1) year may be granted to an employee for any reason provided the employee submits all required information regarding said leave of absence to the Board at least sixty (60) business days in advance. Upon request by the employee this leave may be extended by the Board.

2. Employees on leave without pay for two (2) years or less are guaranteed return to a position for which they are certified and/or highly qualified to fill, if the Board is notified in writing by April 15 of the year their leave is over. Employees not notifying the Board by April 15 relinquish their right to return. Employees returning from leave shall return to the salary step to which they were entitled prior to the leave. Any employee returning from leave may be requested by the Board to furnish evidence of a physical examination by a doctor of the Board's choice. The Board shall be obligated to pay the actual cost of the requested physical examination.

3. A short leave of absence (one to sixty days) without pay may be granted by the Superintendent provided the employee submits a request for said leave in writing at least thirty (30) days in advance of the leave and the employee has already used available personal days, sick days, and FMLA.
   In the event of an emergency, thirty days' notice is not required. Benefits must be paid for by the employee on leave.

C. Employees who have been employed for ten (10) years by the Board may be granted, upon request, one sabbatical leave for professional improvement for one (1) year.

1. It is agreed that professional improvement for purposes of this Article is limited to attendance at a post-secondary educational institution. A request for sabbatical for other than 'post-secondary education' shall be considered by a committee consisting of a building principal, the Association president, and the superintendent. This committee will make a recommendation to the Board, whose decision will be final.

2. During the sabbatical leave the employee shall be considered in the employ of the Board and shall receive paid full fringe benefits as agreed to in this contract. Hours, wages, and fringe benefits are not reportable to Office of Retirement Services (ORS). The Board will only pay the Board's percentage and or cost, all other costs are the responsibility of the employee.

3. The Board shall not be held liable for death or injuries sustained by any employee while on sabbatical leave.

4. The employee, upon return from a sabbatical leave, shall be restored to a position for which they are certified, highly qualified, and / or Licensed if available.

5. Consistent with this agreement, both seniority and experience on the salary schedule shall accrue during the period of the sabbatical leave.

6. In recognition of which, the employee is obligated to continue his/her employment with the Board for a period of three (3) years after return from sabbatical leave, unless causes beyond his/her control prevent such employment. An employee not returning to service with the Board after their sabbatical shall refund in full all compensation received from Board while on leave.

ARTICLE XI – PROTECTION OF EMPLOYEES

A. Since the employee's authority and effectiveness in the classroom is undermined when students discover that there is insufficient administrative backing and support of the employee, the Board recognizes its responsibility to give all reasonable support and assistance to employees with respect to maintenance of control and discipline in the classroom.

B. If any employee is complained against or sued by reason of proper procedures or disciplinary action taken by the employee while in the scope of his/her employment with the District and in accordance with Board policies against a student, the Board will provide legal counsel and render assistance to the employee in his/her defense, within appropriate insurance limitations provided the disciplinary action is reasonable, consistent with the law, and within the guidelines as spelled out by the Board.

C. Time lost by an employee in litigation and or incidents covered by workers compensation in connection with any incident mentioned in this Article shall not be charged against the employee provided the disciplinary action is reasonable, consistent with law, and within the guidelines as spelled out by the Board.

D. The Board will reimburse employees for damages to clothing or personal effects up to one thousand dollars ($1000) as a result of student or parent action, that is not the result of the employee's misconduct or negligence, resulting in disciplinary action. All claims submitted by the employee shall contain proof of replacement/repair costs of destroyed items.

E. To the extent permitted by law, any written complaints by a parent of a student directed toward an employee shall be promptly called to the employee's attention. The Administration shall not withhold any such complaint from the employee for more than three (3) business days. Parents will be encouraged to make appointments with employee(s) during preparation periods or after school.

F. Anti-Harassment, Including Sexual Harassment

Employees 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.

The District will promptly and thoroughly investigate complaints pursuant to Board Policy 4104 alleging unlawful harassment and take appropriate action, including discipline, against any person found to have violated this Board Policy. Investigation determinations will be based on a preponderance of the evidence.

G. Complaints not covered in this Agreement -- See Board Policy. The Board Policy will be available and maintained on the District Website, with all changes being updated within two (2) weeks of board approval.

H. Being a MERT (Medical Emergency Response Team) member is an agreed upon and voluntary position. The district will provide training. MERT members are not personally liable for rendering appropriate aid.

ARTICLE XII - TEACHING CONDITIONS

A. The workday for all employees will be as follows:

Elementary	7:45 a.m. – 3:15 p.m.
Middle School	7:45 a.m. – 3:15 p.m.
High School	7:45 a.m. – 3:15 p.m.

Each Employee shall be provided a minimum of thirty (30) minutes duty free lunch period.

1. Elementary employees will receive the equivalent of one (1) period of preparation time. This includes a minimum of forty-five (45) minutes preparation time during specials classes and one fifteen (15)- minute recess per day. Elementary employees of special classes will receive one period of preparation time equivalent to sixty minutes per day.

2. The middle school and high school employees will be provided a minimum of sixty (60) minutes of preparation time per day.

3. An employee may consent to teach a class immediately before the start of the regular school day (zero period) or immediately after the end of the regular school day (X period) as part of his/her full-time load. The employee must sign a letter of consent stating one of the following:

a. For a zero period, the employee's school day begins one class period prior to the start of the regular school day and ends one class period prior to the end of the regular school day;

OR

b. For period X, the employee's school day begins one class period later than the start of the regular school day and ends one period after the end of the regular school day.

In any case, teaching during a zero period or period X is strictly voluntary.

4. No more than four (4) grade level meetings per month will be scheduled during a teacher's preparation time.

5. If a teacher is required to attend before or after school meetings, other than contractual scheduled meetings with administrator approval, they will be paid the hourly compensation rate (see page 27).

B. Employees in grades 8 through 12 and Employees in grades K through 7 that are directed to teach departmentalized classes shall not be required to teach any more than three (3) different instructional preparations in a particular semester. If a teacher is required to teach four or more preps in a semester, then the teacher will be paid $1000 per additional prep as part of their salary.
This doesn't apply to Self-Contained classes, non-directed departmentalized classes, Special Ed, Alternative Ed, K-6 Specials Teachers, Art, Band, Choir, P.E., and Woods. Exception to this provision may be made if the employee gives his/her consent. Part A of a course shall be considered a different preparation from Parts B (or singletons) of a course.

C. A sufficient quantity and quality of teaching aids and materials will be available for all employees for the entire year. All dollars paid by a college or university to Farwell Area Schools for supervising student employees shall be given to the employee(s) who provide such supervision to be used to purchase additional classroom supplies.

D. The Association agrees that it is the professional responsibility of the employees to attend staff meetings called by their administrator. The staff meetings will be posted at the beginning of the school year except in emergencies. Staff meetings shall not exceed five (5) per year.

E. Supervision of students is the employee's responsibility during the entire school day. Employees will cooperate in good housekeeping practices in the halls, classrooms, and lounges.

F. Students with health and medical needs

1. If an employee will be providing instructional or other services to a medically fragile student, the employee will be advised of the steps to be taken in the event an emergency arises related to the student's medical condition.

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

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

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

5. No employee shall be required to clean up a biohazard.

G. Flex Professional Development Options

1. In recognition of diverse professional learning needs, the District and the Association agree to offer 6 "Flex PD" hours for the 2027-2028 school year. Teachers may choose to fulfill a portion of their contractual professional development hours through self-directed, and flexible learning activities **outside** of the standard workday, schedule B position, school provided stipends, mentoring programs or school calendar.

2. Approved Activities
Eligible Flex PD activities must align with the District School Improvement Plan, Individual professional goals, or state-mandated training, and include, but are not limited to:

- Michigan Virtual online courses that provide SCECH hours.
- Approved workshops, conferences, or webinars that provide SCECH hours.

3. Documentation

- Documentation: Teachers must submit evidence of completion (in the form of a printed MOECS transcript) at your end of the year evaluation.

- SCECHs/DPPD: Eligible activities must meet Michigan Department of Education requirements for SCECHs or DPPD.

ARTICLE XIII – EVALUATION OF TEACHERS

1. Evaluation of Teachers. Teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate the following:

A. A year-end evaluation process that meets statutory standards, and is agreed upon by the association and district;

B. An evaluation tool that incorporates components required by law, including:

i. Locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249; and the entire 20% will be based upon locally agreed upon data (see attachment A).

ii. The Teacher's performance.

C. An individualized developmental plan (IDP) with performance goals developed by the evaluator in consultation with the teacher and recommended training, coaching, professional development or resources designed to improve the teacher's effectiveness for:

i. All probationary teachers;

ii. Teachers rated developing, needing support; or

iii. At the evaluator's discretion when performance deficiencies are noted and have not been communication in writing to the teacher.

D. Classroom observations of at least 15 minutes each which include, at a minimum, a review of the Teacher's lesson plan, the state curriculum standard used in the lesson, and student engagement, with appropriate written feedback and a post-observation (in person/through Pivot) meeting between the Teacher and the school administrator conducting the observation to discuss those items;

E. A mid-year progress report, if required by law, which aligns the Teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training, coaching, professional development, or resources identified by the evaluator;

F. A year-end performance evaluation effectiveness rating, of effective, developing, or needing support;

G. Tenured teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated triennially, but if the Teacher is not rated as effective on one of the triennial year-end evaluations., the Teacher must receive annual year-end evaluations. If a Teacher on the triennial track is placed on a IDP the Superintendent may choose to move the Teacher to annual evaluations;

H. A mentor for Teachers rated developing or needing support or for Teachers as required by law;

I. Opportunity for a tenured Teacher rated needing support on a year-end evaluation to request a review (Superintendent and Board of Education) consistent with Revised School Code Section 1249;

J. A tool approved by MDE, a modified MDE tool, or a local evaluation tool if adopted in compliance with Revised School Code Section 1249 and corresponding regulations; that is agreed upon by the Association and the District.

K. Website posting is required information for the evaluation tool;

L. Training on the evaluation tool for Teachers and evaluators will occur within 6 weeks of the start of the school year or the new hire date as required by law.

M. If a tenured Teacher is rated as ineffective or needing support on 3 consecutive year-end evaluations, the Teacher shall be discharged consistent with due process. The District is not precluded from discharging a Teacher at other times as provided by the Teachers' Tenure Act.

N. If a Teacher receives an unevaluated rating, the Teacher's rating from the school year immediately before the designation must be used for consecutive purposes. An unevaluated rating is given to teachers who work less than 60 days in a school year, or due to extenuating circumstances that the association and district agree a staff member should not be evaluated.

O. By September 1, 2024, the Parties will negotiate and reach consensus about (1) the evaluation tool used for the 2024-2025 school year which amounts to 80% of the evaluation, and (2) how to measure student growth and assessment data or student learning objective metrics to be considered for 20% of the evaluation. If a consensus is not reached by September 1, 2024, the district will follow its established Board policies until the parties reach an agreement.

P. A probationary Teacher cannot challenge any aspect of the negotiated evaluation process, including observation, the IDP, the mid-year performance review, or assigned rating. A probationary Teacher has the right to attach a written response to their evaluation.

Q. The Administrator will communicate with the Teacher to schedule a Planned Observation at least 24 hours in advance. If an agreed upon time cannot be established the Administrator will communicate an established observation time.

R. Teachers will be notified by the Goal deadline if they are scheduled to be evaluated that year. All teachers are required to establish and submit goals in Pivot, and will be required to submit yearly data to their administrator regardless of evaluation status.

S. Administrators will submit written observation feedback to the Teacher within 10 business days.

2. Grievance Procedure. The association reserves the right to request a review regarding placement on an IDP, ratings of developing and needing support for all non-probationary teachers and to grieve alleged violations of Appendix H to the level of Superintendent and Board of Education. An Arbitrator, however, has jurisdiction to consider a grievance filed under the Article VII grievance process by a tenured Teacher with two (2) consecutive overall evaluations ratings of needing support.

Attachment A

3 Year Average of Data when available

Elementary

K-1 STAR Early Literacy 2/3 STAR Reading	10% 10%
K-3 STAR Math	10%

SE students are expected to show .5 years of growth versus a full year as measured by STAR

Middle School (SLO Pre & Post Test)

4/7 STAR Reading	20%
4-7 STAR Math	20%

4-7 Science and Social Studies Teachers will use the High School Pre and Post Assessment Plan

SE students are expected to show .5 years of growth versus a full year as measured by STAR

High School (SLO Pre & Post Test)

SLO Pre & Post Test Using the Square Root (of the pre-test) *10 with minimum of 25%*

# of Students Meeting Growth Target	Rating
0-59%	Needing Support
60-69%	Developing
70-100%	Effective

The data for students who are consider to be excessively absent can be excluded. Excessively absent is defined as a student with more than 8 unexcused absences in a Semester or more than 15 total absences.

ARTICLE XIV – SENIORITY AND PERSONNEL REDUCTION

A. Employees not subject to the Michigan Tenure Act may have his/her services terminated with thirty (30) business days' notice pursuant to a necessary reduction in personnel.

B. With the exception of employees who are given notice of lay-off during the summer break period, if an employee is given notice of layoff effective during the academic year at a time which does not coincide with the beginning or end of a semester, the employee shall continue to receive insurance protection as outlined in this Agreement until the end of the semester in which the layoff notice is given.

C. See Board Policy 4405- Reduction in Force and Recall protocols

D. Seniority

Seniority shall be defined as length of service as an Employee (see Art. I) from the most recent date of hire. All seniority is lost when employment is severed by resignation, retirement, transfer to work outside the Association (see exceptions in D.1 below), discharge, or non-renewal of a probationary employee. The Date of Hire shall be defined as the date the District offers the new employee the position and the new employee accepts the position.

1. Layoff and the taking of a Sabbatical or involuntary leave of absence, as provided under this Agreement, shall not constitute a break in service and seniority shall accumulate during such periods. The taking of a voluntary leave of absence shall not constitute a break in service; however, seniority shall not accumulate, but shall remain frozen during such periods. A transfer to a Farwell administrative position or a transfer to a position outside of the Association, but still within the district, shall be treated as a voluntary leave. The employee may return to an association position, provided that notice is given by March 1st of the current school year of his/her intent to return to the bargaining unit or upon an available posted opening. Failure to give notice to return shall cause the individual to lose all employee(s) seniority pursuant to Section C above.

2. A seniority list shall be prepared by the Board by October 1of each school year. The seniority list shall be in rank order of the employees last date of hire as set forth in the preceding section. In the event more than one employee has the same hire date, the relative place of such employee on the seniority list with respect to that date of hire will be determined by a drawing of lots participated in by all affected employees. The drawing will be held at the first Association General Membership meeting of the school year. The Association president or his/her designee shall draw for any person unable to be in attendance. All affected employees and the Superintendent's office will be notified in writing of the results of the drawing within one (1) week.

3. A copy of the seniority list shall be provided to the Association by October 1 of

each school year. The Association will have 10 business days to allege any errors, omissions, and/or deletions in or to the list. Otherwise, the list prepared by the Board will be conclusive. The Seniority list shall contain the names of employees, contract eligibility date, and their certifications. The finalized seniority list shall be provided to the Association within 10 business days of review or staffing changes. The district has 10 business days to make staffing changes and updates to the seniority lists.

4. Schedule B assignments shall not be used to determine seniority.

ARTICLE XV -CLASS SIZE

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

Developmental Kdg.	20
Kindergarten	23
Transition	23
First Grade	23
Second Grade	23
Third Grade	26
Fourth Grade	26
Split Grades (1-4) *	20
Fifth Grade	26
Sixth Grade	26
Split Grades (5-6)*	23
Seventh Grade	27
Eighth Grade	27
Ninth Grade	27
Tenth Grade	27
Eleventh Grade	27
Twelfth Grade	27
Alternative Ed 9-12	30

In addition to 30 in-person students, additional students that do not attend in-person will be paid as follows:
1-15 students $1,620/semester
16-27 students $2,916/semester
28-45 students $4,860/semester

Physical Education		
	K-4	30
	5-12	40 w/1 teacher/gym
		50 w/2 teachers/gym
Band	5-8	50
Band	9-12	60
Choir	K-4	30
Choir	5-6	40
Choir	7-12	50
Industrial Arts		22
Vocational Shop		22
Homemaking		22
Computers		27

Spec. Ed according to State and Federal Regulations

*Split classes will go with the lower number.
If a middle school or high school employee's full schedule exceeds an amount equivalent to five times the above listed maximums the teacher shall be compensated for the overage. The only exception to this is if the affected teachers, administrator, and superintendent agree to allow a class period to be split into two separate parts with different students in the second half of the class period. If that is allowed to happen then the teacher would be paid $1.20 per student over the daily maximum. However, a teacher may not count overage in an hour and overage for the day in this situation.

Team-taught classes shall use the same class size guidelines as presented above increased by three (3), (i.e. team taught Eighth Grade Science would have no more than thirty (30) students when two (2) teachers are present).

In no case shall the number of students exceed the number of work stations in the classroom.

B. If for any reason the class size maximum, as defined by Article XV, Section A., is exceeded, the District shall provide the affected employee(s) with the following relief. The Board shall pay the K-4 employee(s) who has an overload at the rate of six dollars ($6) /student/day ($1.20)/hour/day the student is enrolled. In grades 5-8 (including all subject areas), the employee(s) shall be paid one dollar and twenty cents ($1.20)/hour/day the student is enrolled. In grades 9-12, (including all subject areas and Alternative Ed), the employee(s) shall be paid one dollar and twenty cents ($1.20)/ hour/day the student is enrolled. This additional compensation shall be paid in a lump sum at the end of each semester.

C. Any new classes that are established and not included above shall have a class size mutually agreed upon by the Association and Board.

D. Special Needs Student Inclusion

In consideration for the unique adjustments to the regular education classroom required to accommodate special needs students, every effort will be made to maintain an equitable distribution of special needs students assigned to the regular education classrooms. Science and Social Studies courses, which fulfill the Michigan Merit Curriculum—when forty (40%), or more students with either a 504 Plan or IEP occupy a class, the District will seek to provide relief in the form of a paraprofessional for the majority of the class period. If a paraprofessional is unavailable the employee will be compensated for every qualifying student over the forty (40%) per overload language in Article XIV paragraph B.

ARTICLE XVI
COMPENSATION FOR TEACHING PERSONNEL

2025-2026 Steps and Longevity $500 on schedule
2026-2027 Wage & Insurance Opener

A. Employees hired to perform teaching services longer than the regular school year will be paid a minimum of $30 (thirty) per hour for the extra services to be performed.

B. All employee(s) will be reimbursed one-sixth (1/6) of their daily rate if a preparation period is not provided. Employee(s) receiving a full preparation period shall be paid a pro-rated per diem rate for the missing preparation time. An employee agreeing to consistently work one half (1/2) of the preparation period will be compensated at one twelfth (1/12) of their daily rate.

C. Whenever an employee agrees to substitute for another teacher during their preparation period, counselors and librarians included, the member shall be compensated at the rate of thirty dollars ($30) per hour. Comparable time will be allowed to the elementary staff. The preparation period is designed for professional education activities.

D. Salary and benefits will be commensurate with the experience of the successful candidate and qualifications as determined by the Superintendent and the FEA President. This determination shall be made with appropriate documentation prior to an offer being made to the candidate.

An experience stipend will be distributed to identified employees who were not given credit for years of K-12 experience upon their hire (see Appendix G)

E. Longevity pay will be granted at the rate of one percent (1%) at the B.S. base for each year of service in the Farwell system beginning with the eleventh (11^{th}) year**.**

F. Employee(s), who with prior administrative authorization attend in-services, workshops, or other training sessions, will be reimbursed for all reasonable expenses.

G. When an employee(s) is scheduled to leave his/her classroom assignment early due to an extracurricular assignment, the Board will strive to provide qualified substitutes**.**

H. Payroll Schedule: Employee(s) may elect to receive their salary under one of the following options. Employee(s) electing either option two (2) or option three (3) below must put the election in writing to the business manager prior to August 10.

1. Contract year: Spread in equal installments over the contract year, generally August to August twenty-six (26 pays), or

2. School year: Spread in equal installments over the school year, generally August to June twenty-one (21 pays), or
3. Lump sum: Spread in equal installments as though over the contract year but with a lump sum in June for the balance twenty plus one (20 + 1) pay which is lump of last six (6) pays.

It is also recognized that from time to time, it will be necessary to schedule contract year pays over twenty-seven (27) pays instead of twenty-six (26) pays. In that case, the following will occur:

1. Contract year pays will be spread over twenty-seven (27) pays.

2. School year pays will continue to be spread over twenty-one (21) pays.

3. Lump sum option pays will be spread over twenty plus one (21 + 1) pays, with the lump sum being equal to six/twenty-sevenths (6/27) of the contract amount.

A determination shall be made by April 1 of each year whether twenty-seven (27) pays will be required for the following contract year. The Association president shall be notified by May 25 if it is determined that twenty-seven (27) pays shall be necessary.

ARTICLE XVII - INSURANCE PROTECTION

A. Upon receipt of written application, the Board agrees to provide eighty percent (80%) toward the cost of the medical insurance premium and twenty percent (20%) paid by the employee. The twenty percent (20%) employee contribution shall be with pre-tax dollars using the District's Section 125 plan.

Insurance Plans (See Appendix I)

The Board shall pay eighty percent (80%) of the total cost of the MESSA Plan II medical premium described below.

The employee's premium contribution will be payroll deducted through a qualified Section 125 Plan in equal bi-weekly amounts from the employee's first paycheck. Employee may contribute, through payroll deduction and electronic transfer additional money towards their "Health Equity" Health Savings Account up to the maximum amounts allowed by Federal Law.

CASH-IN LIEU-$8,000 will be provided to employees.

B. The Board will pay one hundred (100%) of the cost of ancillary benefits (Dental, Vision, LTD, and Life).

C. Every eligible employee(s) may elect one of the following: Plan I, Plan II or Plan III. If husband and wife are both employed as employee(s), only one of them may make an election of either Plan I or II.

D. The insurance benefits set forth in this Article will be prorated for less than full-time employees; i.e., if an employee(s) works one-half time, the Board shall be obligated to pay only one-half of the applicable premiums. The premiums for which the Board is not obligated may be deducted from the employee(s) salary.

E. It is the Board's obligation to pay the full twelve (12) month premium cost for insurance provided in this Article.

F. No employee shall be eligible for the insurance benefits provided in this Article until the employee has been enrolled for coverage by the insurance carrier(s).

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

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

ARTICLE XVIII
TERMINATION PAY AND RETIREMENT POLICY

A. Beginning with the eleventh (11^{th}) year of service at Farwell School District and continuing through the employee(s) last year of service, any tenured employee(s) who chooses to retire from the Farwell system pursuant to ORS will be entitled to a severance payment equal to two hundred dollars ($200.00) per year of teaching in the Farwell system. This payment shall be made to a 403b plan account designated by the employee(s). There shall be no cash option to this employer 403(b) contribution. (Change to take place in 2026-2028 Contract)

B. For employee(s) hired prior to September 1, 2005, the Board will pay the following percentages for early retirement after thirty (30) years of service of which the final twelve (12) years shall be served in the Farwell Area Schools. Employees hired after September 1, 2005 shall not be eligible for payment under paragraph B.

YEARS OF SERVICE	PERCENTAGE OF PRECEDING YEAR'S SALARY
30-31	55%

32-33	50%
34-35	45%
36-37	40%
38-39	35%
40 PLUS 0% (Refer to Section A)	

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

C. The Board at its discretion may offer a retirement incentive in addition to Article XVII A and B. Employee(s) will be offered a choice of options A, B, or C as per state and federal guidelines.

D. All monies paid to employee(s) Article XVII shall be deposited in a 403b account designated by the employee. There shall be no cash option to this employer 403(b) contribution.

ARTICLE XIX
MISCELLANEOUS

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

B. The Board of Education and the Association will establish a School Improvement Committee in each building. Participation on a School Improvement Committee shall be voluntary.
The committees will also evaluate and make recommendations regarding building discipline procedures and policies published in student handbooks.

C. 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 at his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Acts (PERA).

This Agreement is the result of extensive negotiations in which both parties had the right and the opportunity to submit proposals and to negotiate their proposals with the other party. This Agreement sets forth the parties full and entire understanding as to the matters expressed herein. This Agreement may only be modified in writing upon the mutual consent of the parties. 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 covered by this Agreement

ARTICLE XX

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2025, and shall continue in effect until June 30, 2028.

FARWELL AREA SCHOOLS BOARD OF EDUCATION

By _____
Board President

By _____
Superintendent
Negotiations Spokesperson

By _____
Secretary

FARWELL EDUCATION ASSOCIATION

By _____
FEA President

By _____
MEA 12-E UniServ Director

By _____
Secretary

Dated this 7th day of July, 2026

Board Negotiation Team
Carrie Carncross
Jan Odell

Association Negotiation Team
Alan Esterline
Theresa Stansberry
Julie Ranck
April Frost
Tonja Hinkston, MEA UniServ Director

APPENDIX A

SALARY SCHEDULE A
2025 - 2026

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

These scales will be used as a base to determine actual salaries for the 2025-2026, and 2026-2027 school years.

Step 0 zero is used for schedule B base and longevity calculations. New employees with zero years of experience will be started at step 1 one.

SALARY SCHEDULE A
2025 – 2026

Step	BA	BA20	BA36	BA55	MA	MA20
0	$ 38,323	$ 39,674	$ 41,698	$ 43,048	$ 41,698	$ 43,048
1	$ 41,300	$ 42,849	$ 43,964	$ 45,388	$ 43,964	$ 45,388
2	$ 42,484	$ 43,983	$ 46,230	$ 47,728	$ 46,230	$ 47,728
3	$ 44,564	$ 46,138	$ 48,496	$ 50,068	$ 48,496	$ 50,068
4	$ 46,644	$ 48,292	$ 50,762	$ 52,409	$ 50,762	$ 52,409
5	$ 48,724	$ 50,447	$ 53,027	$ 54,749	$ 53,027	$ 54,749
6	$ 50,805	$ 52,601	$ 54,749	$ 57,089	$ 55,293	$ 57,089
7	$ 50,805	$ 54,756	$ 59,489	$ 59,429	$ 57,559	$ 59,429
8	$ 50,805	$ 56,911	$ 59,825	$ 61,769	$ 59,825	$ 61,769
9	$ 50,805	$ 59,065	$ 62,091	$ 64,109	$ 62,091	$ 64,109
10	$ 50,805	$ 61,220	$ 64,357	$ 66,449	$ 64,357	$ 66,449
11	$ 50,805	$ 63,374	$ 66,623	$ 68,790	$ 66,623	$ 68,790

SALARY SCHEDULE A
2026 – 2027 Wage and Insurance Reopener
2027-2028 Wage and Insurance Reopener

APPENDIX B
EXTRA DUTY SCHEDULE B

Programs listed are not necessarily allowed every year. All extra-pay activities must have program content approval before amount of pay is approved. All extra-pay activities must be preapproved by the superintendent prior to being assigned. All duties completed will be documented on a provided record sheet and activity records will be submitted prior to employees receiving payment. Deductions will be made from pay items when conducted between 7:45A.M and 3:15P.M. on school days unless performed during duty free lunch period or as part of pre-set activity schedule. Unless prohibited by law**,** employee(s) shall be awarded Schedule B positions over non- employee(s) if the employee(s) is as qualified or more qualified than the non-employee(s).

Percentages are determined on the scale Farwell Area employees are on (B.A.-B.S., Bach.'s + 20, M.A., or B.A. + 36, MA. +20 or B.A.+ 55) Non-Farwell Area Staff shall have percentage based on Bachelor's scale. Experience credit (steps) will be granted for each year in the duty or a similar duty on the appropriate scale. All schedule B positions paid to persons not covered by this agreement, will be paid through a third party with wages not to exceed the amounts specified in this agreement.

Head Varsity Coaches will receive an additional ½% for each program for which they are responsible (providing input to the Athletic director on new hires and evaluations; and training coaches including observing practices and contests). Programs mean J.V., 9th, 8th, 7th grade. A Girls' varsity coach is not responsible for a boys' program and vice-versa. If a head varsity coach doesn't fulfill all parts of the position and program oversight, as recorded on their record sheet, they will not receive the additional ½% for each program.

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

In the event the Board of Education established approved summer recreation programs, a Varsity head coach would be paid minimum wage. Only one coach would be paid per hour of supervision.

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

Non-traditional instruction such as, but not limited to, MLT, alternative placement and homebound, not otherwise specified in this Agreement, shall be paid at the rate of thirty dollars ($30) per hour for work performed outside of school hours.

The parties agree that The Board of Education of Farwell Area Schools will offer Noon Duty Compensation for supervising students during lunch period. One and one half (1.5) compensation day and paid compensation of $175.00 or paid compensation at four hundred

dollars ($400) will be awarded for each semester of supervision. Noon duty compensation (comp) days must be used during the same year in which they are earned, and may be used to extend a vacation and holiday and must follow the other guidelines for personal days. Unused noon duty compensation days shall be accumulated as sick days. All compensation days earned must be used by May 1st, or will rollover into sick days.

Schedule B Personnel

Each employee(s) on Schedule B shall be entitled to a hearing before the Board Personnel Committee for the following reasons:

Dismissal
Suspension
Non-renewal of contracts
Selection for a Schedule B position

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

The decision of the Board Personnel Committee is binding.

Educational Specialist

1. Full-time employees with fourteen (14) or more years of service in the Farwell Area Schools may elect to apply for the position of Educational Specialist. The Board shall create a total of three (3) such positions. The eligible employees may select this position for one, two or three years. At any one time no more than 6(six) employees may participate in this plan.

2. Employees must apply for the positions in writing to the Superintendent of Schools by October 1. The positions will be filled on the basis of seniority, all other factors being equal, if there are more applicants than positions available. Employees applying for these positions must have a minimum of fourteen (14) years in the Farwell Area School system and a working knowledge of the District's policies, practices, and curriculum. Those serving in these positions shall be given an individual extracurricular contract setting forth the duties expected. The duties shall be mutually agreed upon between the employee and the Superintendent or his/her designee and, unless otherwise arranged with and approved by the Superintendent, shall be related to school improvement and/or accreditation needs of the school District.

3. The Educational Specialist positions shall be compensated at a rate according to the provisions of Schedule B.
4. Once the Educational Specialist Project is completed, the employee may submit information to the Superintendent or Designated Supervisor. Upon completion of the project and a successful evaluation the position will be submitted for payment.

5. To receive committee, pay, an employee must attend at least 80% of the meetings. To qualify as a committee, it must meet for a minimum of five times or 6 hours.

6. Accountability and publicity. Schedule B positions that involve working with students and/or their guardians must submit at least three informative articles and/or pictures of their events to the appropriate building principal, the administrative assistant, and the website supervisor. Pictures should also be sent to the yearbook advisor for the appropriate building. If it is a high school event, the informative article and/or pictures should also be given to the newspaper advisor. Examples include scores from sporting events, names of student-athletes that break school records or make it to state competitions, assemblies held by student council, family nights, Gifts from the Heart, etc.

Farwell Area Schools – Schedule B

Category 1: Athletics

Sport	Percentage	Athletic Schedule B Categories
Baseball	8%	Varsity Coach
Baseball	5%	JV Coach
Baseball	4%	HS Assistant Coach
Basketball (Boys)	10%	Varsity Coach
Basketball (Boys)	8%	JV Coach
Basketball (Boys)	4%	HS Assistant Coach
Basketball (Boys)	6%	Freshmen Coach
Basketball (Boys)	3%	8th grade Coach (If more than 15 a 2nd coach could be hired)
Basketball (Boys)	3%	7th grade Coach (If more than 15 a 2nd coach could be hired)
Basketball (Girls)	10%	Varsity Coach
Basketball (Girls)	8%	JV Coach
Basketball (Girls)	4%	HS Assistant Coach
Basketball (Girls)	6%	Freshmen Coach
Basketball (Girls)	3%	8th grade Coach (If more than 15 a 2nd coach could be hired)
Basketball (Girls)	3%	7th grade Coach (If more than 15 a 2nd coach could be hired)
Bowling (Boys)/Girls	7%	Varsity Coach (Minimum of 10 bowlers/ 5 girls and 5 boys before an assistance coach is hired)
Bowling (Boys/Girls)	4%	Assistant Coach
Cheerleading (Fall – Sideline)	4%	Coach
Cheerleading (Competitive)	8%	Varsity Coach
Cheerleading (Competitive)	3%	JV/Assistant Coach (If there is not a JV Team the Assistant Coach only gets 2%)
Cheerleading (Competitive)	2%	7-8th grade Coach
Cross Country (Boys & Girls)	7%	Varsity Coach/MS (15 or more get a coach for 7th & 8th otherwise only one coach)
Cross Country (Boys & Girls)	3%	7th & 8th grade Coach (Over 15)

Football	10%	Varsity Coach
Football	8%	JV Head Coach
Football	7%	Assistant Coaches to Varsity & JV (Max 3 Assistants Total)
Football	3%	7th & 8th grade Coach
Golf (Boys)	7%	Varsity Coach
Golf (Girls)	7%	Varsity Coach
Powerlifting	3%	Coach
Softball	8%	Varsity Coach
Softball	5%	JV Coach
Softball	4%	HS Assistant Coach
Track (Boys & Girls)	8%	Varsity Coach (If there are more than 25 students, there is 1 assistant, if there are more than 40 students there are 2 assistants)
Track	4%	HS Assistant Coach (Max 2)
Track (Boys & Girls)	4%	7th & 8th grade Coaches (Max 3) (If there are more than 20 students then 2 coaches and more than 40 then 3 coaches
Volleyball	8%	Varsity Coach
Volleyball	5%	JV Coach
Volleyball	4%	HS Assistant/Freshman Coach (If there are more than 25 students between JV and Varsity this position may be offered)
Volleyball	3%	8th grade Coach
Volleyball	3%	7th grade Coach
Wrestling	10%	Varsity Coach
Wrestling	6%	JV/Assistant Coach
Wrestling	3%	7th & 8th grade Coach

Category 2: Fine Arts/Clubs

Fine Art/Club	Percentage	Fine Art/Club Schedule B Categories
Art Club	1%	Advisor
Class Advisor (HS)	2@2% each	11th & 12th Grade Class Advisors (Grandfathered in at 3% until current class graduates)
Class Advisor (HS)	2@1% each	9th & 10th Grade Class Advisors (Grandfathered in at 2% until current class graduates)
Class Advisor (8th)	1@1%	8th Grade Class Advisor
Class Advisor (7th)	1@1%	7th Grade Class Advisor
Connections That Count	1%	Coordinator(s)
Drama Director	7%	Play Production (2 Plays Minimum Grandfathered in at 10% until position reposted)
Drama Assistant Director	2%	Play Production
Inclusion Club	1%	1 Coach
Lego League	$500.00	Coach Max 4 (If 4 competitions and/or field trips are scheduled then 2%)

Music Instrumental (HS)	9%	Director/Instructor (Grandfathered in at 10% until position is reposted)
Music Instrumental (MS)	2.5%	Director/Instructor (Grandfathered in at 3% until position is reposted)
National Honor Society (HS)	2%	Head Advisor (Grandfathered in at 4% until position is reposted)
National Honor Society (HS)	1%	Assistant Advisor (Grandfathered in at 2% until position is reposted)
Quiz Bowl	2%	Coach
Robotics	2%	Coach (Or at the State Required Grant Amount)
Student Council (HS)	3%	Head Advisor
Student Council (HS)	1%	Assistant Advisor
Student Council (MS)	1%	Advisor

Category 3: All Other

Percentage	All Other Schedule B Categories
1/6 Salary	Timberland Alternative Education Extended Time (Semester Long Class)
½% of BA base (Step 0)	Committee Stipend – Admin Approval (per committee)
1% of BA base (Step 0)	Committee Stipend – Approved Co-Chair (per committee)
$600 Stipend	School Improvement Committee/Department Head (in lieu of committee pay)
.625% (1-15 Students) 1% (16-27 Students) +27 overload language applies	Remote Learning Coordinator – Semester 1 and 2 (Pupil Accounting paperwork included) Unless taught as a class
6.35% of BA base (Step 0)	Educational Specialist (Maximum of 3 Years)
$30 per hour	Homebound/MPT/After School Inst. Programming
$250 Flat Rate	Mentor Teacher
$250 Flat Rate	Mentor Meeting Facilitator (1)
1.5 comp day per person per semester plus $175.00 OR $400 per semester	Noon Duty (per person, per semester)
2%	Parent Teacher Involvement Chair Elem
2%	Parent Teacher Involvement Chair MS
2%	Bookfair Organizer
$30	Saturday Detention (per hour)
1%	Middle School Concession Stand Coordinator
$30 per hour	Summer School Teaching (unless stipulated in a Grant)
1-5 consecutive years $1,500 6-10 consecutive years $1,600 11+ consecutive years $1,700	Testing Coordinator (HS) High School (8-12) and Alt. Ed
1 person $750	Testing Coordinator (MS)
1 person $1250	Testing Coordinator (Elem)
1-5 consecutive years $750 6-10 consecutive years $ 800 11+ consecutive years $850	Testing - High School Accommodations Coordinator
2%	Website Supervisor (Grandfathered at 2% until re-posted)
4%	Yearbook High School
2%	Yearbook Middle School

All schedule B is paid at the end of the year except for athletic coaching positions, clubs or extra duties that are completed in the first semester. No committees/clubs/extra duties will be paid outside of those expressly identified in this contract. Proposals for additional extra duties are to be approved by the Board of Education.

Appendix C—Calendar

FARWELL AREA SCHOOLS: 2026-2027 CALENDAR

August 2026

18	Staff Only: AM PD Day / PM Work Day
19	Staff Only: Welcome Back & PD Day
20	Staff Only: AM PD / PM cert. completion & Open House 4-6
24	1st Day of School Full Day for Students

S	M	T	W	R	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	14
16	17	18	19	20	21	22
		WK				
23	24	25	26	27	28	19
30	31					

September 2026

4-7	No School Labor Day Weekend

S	M	T	W	R	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2026

30	Half Day Students AM/ PM PD

S	M	T	W	R	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
					PD	

November 2026

13	Staff Only: PD
24	Student half day PTC (12:30-3:30 & 4:30-8:00)
25-27	No School Thanksgiving

S	M	T	W	R	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
		PTC				
29	30					

December 2026

18	Half Day AM Students (Sem1 Ends)/Half Work Day
21-31	No School Winter Break

S	M	T	W	R	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
					WK	
20	21	22	23	24	25	26
27	28	28	30	31		

Student 180 Days

District PD 30 hours

January 2027

1-3	No School Winter Break
4	School Resumes (Semester 2 Begins)

S	M	T	W	R	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2027

15	Staff Only: PD

S	M	T	W	R	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2027

26	No School Good Friday
29-31	No School Spring Break

S	M	T	W	R	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2027

1-2	No School Spring Break

S	M	T	W	R	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027

28-31	No School Memorial Weekend

S	M	T	W	R	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2027

4	Half Day AM Student/Half Work Day

S	M	T	W	R	F	S
		1	2	3	4	5
					WK	

Appendix C—Calendar

FARWELL AREA SCHOOLS: 2027-2028

August 2027

17	Staff Only: Half PD Day / Half Work Day
18	Staff Only: PD
19	PD Day afternoon certificate completion & Open House 4-6
23	1st Day of School Full Day for Students

S	M	T	W	R	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
		WK				
22	23	24	25	26	27	28
29	30	31				

September 2027

3-6	No School Labor Day Weekend

S	M	T	W	R	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2027

29	Half Day Students AM/ PM PD

S	M	T	W	R	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
					PD	
31						

November 2027

15	Deer Day Flex PD
23	Student half day / PTC (12:30-3:30 & 4:30-8:00)
24-26	No School Thanksgiving Break

S	M	T	W	R	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
		PTC				
28	29	30				

December 2027

17	Half Day AM Students (Sem1 Ends)/Half Work Day
20-31	No School Winter Break

S	M	T	W	R	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
					WK	
19	20	21	22	23	24	25
26	27	28	29	30	31	

Students 180 Days
District PD 24 hours
Flex PD 6 hours

January 2028

1-2	No School Winter Break
3	School Resumes (Semester 2 Begins)

S	M	T	W	R	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2028

14	Staff Only: PD Day

S	M	T	W	R	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

March 2028

27-31	Spring Break

S	M	T	W	R	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2028

14-16	Easter Weekend

S	M	T	W	R	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2028

26-29	Memorial Weekend

S	M	T	W	R	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2028

2	Half Day AM Students/Half Work Day

				1	2	3
					WK	

APPENDIX D
SICK DAY DONATION FORM

Farwell Education Association Copy:

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

Please Check
Appropriate Line

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

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

_____ _____
Signature of Applicant Date

You are Responsible to Send Administration Copy to the Business Office

Administration Copy:

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

Please Check
Appropriate Line

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

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

_____ _____
Signature of Applicant Date

APPENDIX E

GRIEVANCE FORM

Farwell Education Association
Farwell Board of Education

Step I A. Presentation to Principal- Date:
B. Date of Occurrence:
C. Statement of Grievance:

D. Relief Sought:

_____
Grievant's Signature Date

E. Disposition by Principal:

_____
Signature Date

F. Disposition of Grievant:

_____
Signature Date

Step 2 A. Date filed with Superintendent:

(Step 2) B. Disposition by Superintendent:

_____
Signature Date

C. Disposition of Grievant:

_____
Signature Date

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

B. Disposition by Board of Education:

_____
Signature Date

C. Disposition of Association:

_____
Signature Date

Step 4 A. Date submitted to arbitration:

B. Disposition by arbitrator:

_____
Signature Date

APPENDIX F
Working Sick Days/ Special Projects Employee Guidelines

In order to accommodate rapidly changing needs for curriculum development, technology implementation, and other educational needs, the Board and Association agree that the Board may design and post positions for work assignments beyond the employee's normal work day that are created for a specified time period, such as a semester or a year. The Board does not have to fill any of the positions if it so desires.

These Special Project positions will be compensated by exchanging the member's accumulated sick days for an hourly rate. The hourly rate will be the rate in Appendix "B" for (nontraditional instruction) thirty dollars ($30) per hour. The exchange rate will be of one (1) accumulated sick day for two (2) hours of duty for the duration of the assignment. (An example is a member who agrees to exchange twenty (20) sick days for a Special Project position. Multiply twenty (20) days by sixty ($60) (two hours of instruction); this would generate one thousand two hundred dollars ($1,200). It is agreed that these assignments are voluntary and will be posted.

It is agreed that the Special Projects teaching positions will be posted that will conform to the "Special Projects Teaching Guidelines" developed jointly by the Administration and the Association. Employees who volunteer for these positions will give up their rights under Article VIII, Sections A-5, A-7, and A-9 for any sick days applied to this program.

Special Projects Employee Guidelines

1. The special project must be of a professional nature,
2. The special project position activities will occur outside the regular scheduled school day.
3. The special project must not replace a paid position.
4. The hours worked must be logged by the employee, signed by the building principal, and rounded up to the half hour.
5. Maximum paid hours during an employee's tenure with the district are determined by using the following formula:

    a. Five (5) to fifteen (15) years of employment within the district, fifty percent (50%) of the accumulated sick days.
    b. Sixteen (16) to twenty-five (25) years of employment within the district, seventy-five percent (75%) of the accumulated sick days.
    c. Twenty-six (26) years and above within the district, ninety percent (90%) of the accumulated sick days.
    d. The total Special Project pay shall be limited to the maximum of one hundred eight (108) days.

6. Any hours/days paid in connection with this program will result in a corresponding reduction in the employee's sick leave accumulation under Article VIII, Section A-2 of the Master agreement. Any hours/days applied to this program may not be used as a sick day nor compensated under Article VIII, Sections A-5, A-7, and A-9.

7. A member who exceeds 9 (nine) absences per year (not school business) automatically resigns the Special Projects position.
8. Payment for the Special Projects position will occur two (2) weeks after the end of each semester.
9. Any dispute involving this position must be resolved through the grievance procedure.
10. Any employee that has been paid through this article and accesses the sick bank must reimburse the District fifteen dollars ($15) for every day used from the sick bank**.**

APPENDIX G
Experience Stipend

This Stipend is to compensate employees that were hired, but not given credit for previous K-12 teaching experience. The following people completed the FEA Survey by the deadline and had their teaching experience verified, therefore are given credit for the following years and compensated, through this stipend. The stipend will be One hundred dollars ($100.00) paid annually on the last pay in June for each year of verified K-12 experience gained, prior to working at the District. If at any point these employees are given credit on the pay scale this appendix is null and void.

Name	Years of Experience Prior to Working as FAS, not credited	Notes
Allen Esterline	2.5 years	8.5 years at St. Louis and received 3years at FAS = 11.5 - 9 years = 2.5 not credited Verified SLS
Tracey Laverty	3 years	Verified SLS
Julie Ranck	2 Years	2 Years 2004-2005 & 2006-2007 Long Term Sub Farwell Special Education Verified SLS
Tammy Hall	4 years	6 years, granted step 2 at hire = 4 Verified SLS
Michelle Travis	6 Years	Worked Morey Public from 2002-2007 Verified SLS
Helen Ruttmann	5 years	6 years Hale Area Schools - Hired at Step 1 (Not Zero) = 5 Years Credit Verified SLS
Kevin Wernette	4 Years	8 years – Hires at Step 4 = 4 years Verified SLS

Final version is pending verification of K-12 Educational Experience that was not credited upon hire.

Update 7 3 2023 11:10 am

APPENDIX H
PERSONAL LEAVE FORM-FARWELL AREA SCHOOLS

Name: _____ Date: _____

Building: _____

Day(s) Requested: ½ a.m. ½ p.m. Full Day Multiple Days
For the following date(s):_____

Type of Leave (check one)

- Personal Leave
- School Business: (State the business: _____)

_____ _____
Employee Signature Date

Approved Denied

_____ _____
Principal's Signature Date

Approved Denied

_____ _____
Superintendent's Signature Date

- Upon completion of signatures, copies will be sent to the employee and principal/supervisor. If approved, employee needs to enter the scheduled time off into Willsub.
- For a conference/professional development, please use form- Request for Approval to Attend Conference located on school's website.

APPENDIX I
INSURANCE-FARWELL AREA SCHOOLS

Three Year Contract: July 1,2025- June 30, 2028

Year One: Insurance: Two (Three) agreed upon plans- (Contract Language) 80% / 20%

Choice $2,000/$4,000 0% coins, 3 Tier Mail (#73 MESSA Plan) and ABC Plan 2 $2,000/$4,000 0% coins, 5 Tier Mail (#24 MESSA Plan) and ABC Plan 2.5 $2,500/$5,000 20% coins, % Tier (#8 MESSA Plan)

Year Two: Insurance: Insurance Opener for Year Two- Two (Three) agreed upon plans (2026-2027)

Year Three: Insurance: Insurance Opener for Year Three- Two (Three) agreed upon plans (2027-2028)