

# **AGREEMENT**

Between

**FARWELL EDUCATION ASSOCIATION**

And

**FARWELL AREA SCHOOLS  
BOARD OF EDUCATION**

July 1, 2021 – June 30, 2023

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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  
Librarians/Media Specialists  
Counselors  
Social workers  
Alternative Education Teachers

Excluded from the bargaining unit shall be: all administrative and supervisory personnel, superintendent, principals, assistant principals, "Dean of Students", substitute teachers, summer school teachers, adult education 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 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 agrees 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. 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 Handbook (<https://www.farwellschools.net/domain/96>) 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, rules or regulations which have not been e-mailed to the employees with reference to the change.
- 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. Employees who do not acquire tenure 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.

- 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 or 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 a copy of the "Board Packet" one day before each Board meeting.

### **ARTICLE III – RIGHTS OF THE BOARD**

- A. The Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
  - 1. To the executive management and administrative control of the school system and its properties and facilities, and the assigned school related activities of its employees.
  - 2. To hire all employees and subject to the provisions of law, to assess their capabilities, the conditions for their continued employment, their dismissal or demotion, and to promote or transfer all such employee.
  - 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 function effectively. The employee reserves the right to a second examination by the physician of his or her choosing. All reasonable costs shall be assumed by the Board.

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

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other 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 the Board overpays an employee, the employee, the Association and the Board will meet to determine a repayment plan that is agreeable to all parties. At no time will a Board error cause an employee other financial harm. If an agreement cannot be reached the minimum amount of repayment shall not exceed five percent (5%) of the overpayment per pay or five percent (5%) of the take

home pay per pay, whichever is less. The payment plan will remain in effect until the overpayment is paid in full. 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. Grievances will be presented by the grievant or Association representative selected by all employees in that particular building. Grievances will be filed with the 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.
- B. The Association representative or grievant will file any grievances in writing with the principal or other designated 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 A of this Agreement and shall contain the following:

1. It shall be signed by the grievant or grievant(s).
  2. It shall be legible.
  3. It shall contain a synopsis of the facts giving rise to the alleged violation.
  4. It shall cite the section or subsections of this contract alleged to have been violated.
  5. It shall contain the date of the alleged violation.
  6. It shall specify the relief requested.
- C. Within ten (10) business days of receipt of the grievance the principal or designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected 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.

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.

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.)

- D. The Board or the Board designated grievance committee shall hold a hearing and otherwise investigate 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.
- E. 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, 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 the Board's discretion in cases where the Board is given discretion by this Agreement. The arbitrator shall have no power to rule on the termination of service of a non-tenured employee. 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.
- F. If a grievance is not appealed within the time limits set forth in this Article, it shall be deemed to have been settled on the basis of the last answer.

### **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, as determined by observation, is believed to be the result of poor physical or mental health, 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 ten (10) days of sick leave per year. With prior administrator approval, sick leave may be used in one (1) hour increments up to a maximum of 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. 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.

3. The Board reserves the right to require a doctor's written statement as evidence of illness, after the fifth day.
4. The Board shall furnish each employee upon request with a written statement at the beginning of each school year as to their total sick leave credit.
5. Employees who have accumulated one hundred twenty (120) sick days will be paid forty-five dollars (\$45.00) annually in a lump sum in June for each unused sick day in excess of one hundred twenty (120) days. If an employee does not use a sick day during the month of May, the employee will receive an additional payment of two hundred fifty dollars (\$250) as part of their accumulated day payout.
6. If an employee is in attendance all scheduled workdays for any trimester, he/she will receive an additional one hundred dollars (\$100) per trimester in incentive pay at the end of the trimester. Approved time away from work to attend conferences shall not adversely affect this provision.
7. Upon retirement or separation from the District, each employee shall be paid fifty dollars (\$50.00) per day for all unused sick days.
8. Employees shall not be charged sick or professional days if school is closed.
9. 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 ( $\frac{1}{3}$ ) 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.

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, each employee must decide whether he or she will participate and sign up for the volunteer sick bank program. Those who choose not to participate at the beginning of the year cannot draw from the bank. However, the Board will donate one day to the sick bank at the beginning of the year for each new employee hired. The new employee shall not have to contribute one of his/her own ten days but shall be considered a participant in the sick leave bank for his/her first year in the District.
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 ten percent (10%) 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 F).
3. Eligibility: The employee must first exhaust all of his/her own sick and personal days. Upon expiration of the above reference days, the employee must wait two (2) unpaid days before he/she is allowed to access the sick bank. Additional unpaid days may be waived for subsequent requests within the same school year after review by the committee. The decision to grant use of donated sick days for the 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. twenty (20) 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.
- B. Prior approval of the Superintendent 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, the personal leave days shall be added to accumulated sick leave.

### **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 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 conference relating to professional improvement 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 day of the funeral. For the death of a spouse or child, bereavement leave will not exceed five (5) days. For the death of the spouse of child, brother of employee or spouse, sister of employee or spouse, parents of employee or spouse, grandparent and grandchild, or a person residing in the same household bereavement leave with pay will not exceed three (3) days. 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 similar position 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 shall 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 screened by a committee consisting of a building principal, the Association president, and the superintendent. This committee shall recommend to the Board.
2. During the sabbatical leave the employee shall be considered in the employ of the Board and shall receive paid full fringe benefits as agreed to in Article XVII of this Agreement. Hours and wages are not reportable for Defined Benefit (DB) plan members. Wages, but not hours, are reported to Defined Contributions (DC) and Personal Health Fund (PHF) plan members. 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 disciplinary action taken by the employee against a student, the Board will provide legal counsel and render all necessary assistance to the employee in his/her defense, 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.
- E. 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.
- G. 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.

Unlawful harassment, including sexual harassment, is strictly prohibited. This Board Policy applies to employee conduct perpetrated against students, other employees, parents/guardians, officers, Board members, agents, contractors, volunteers, and members of the public.

This Board Policy applies to unlawful conduct related to work in any way, regardless of location. The current legal authority, which will be adjusted according to legislative updates/changes. 20 USC 1681 et seq.; 29 USC 621 et seq.; 42 USC 1983, 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; 29 CFR 1604.1 et seq., 1635; 34 CFR 106.8, 106.9; MCL 37.1101 et seq., 37.2101 et seq.; MCL 380.1300a

- H. Complaints not covered in this Agreement -- See Board Policy. The Board Policy will be available and maintained on the District Website (<https://www.farwellschools.net/domain/96>) with all updates included by October 1 of each year.

## **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 class and one fifteen (15)-minute recess per day. The elementary employees of special classes will coordinate recess duty with the paraprofessionals. Elementary employee of special classes will receive one period of preparation time equivalent to sixty minutes per day.

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

While a trimester schedule is in place, high school employees will be provided a minimum of three hundred (300) minutes of preparation time per week: four (4) days of one class period each day and one day of ten (10) to thirteen (13) minutes. High school employees will be assigned a mutually agreed upon scheduled assignment within the school day for ten (10) hours per trimester. Exceptions to this assignment will occur for those employees who are already working through their preparation time due to the nature of their daily assignments. Examples include, but are not limited to, the work study coordinator, vocational education employees, counselors and employees who are teaching a class on their preparation time.

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.

- B. Employees in grades 7 through 12 shall not be required to teach any more than three (3) different instructional preparations in a particular semester or trimester. In a trimester schedule, employees shall not be required to teach more than nine (9) different instructional preparations in a school year. Exception to this provision may be made if the employees gives his/her consent. Part A of a course shall be considered a different preparation from Parts B and C (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. Special needs students
  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.

### **ARTICLE XIII – 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/trimester, 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 if financial resources are available.
- C. 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 one-year exception in C.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 shall be treated as a voluntary leave for one (1) school year provided that notice is given by the end of the second trimester of his/her intent to return to the bargaining unit. 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 1 of 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. Errors, omissions, and/or deletions in or to the list will be noted and corrections will be made as required to conform to this Agreement. The Seniority list shall contain the names of employees and their certifications. The finalized seniority list shall be provided to the Association by October 22.
4. Schedule B assignments shall not be used to determine seniority.

#### **ARTICLE XIV -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
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	31

Spec. Ed according to State and Federal Regulations

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

Team-taught classes shall use the same class size guidelines as presented above increased by three (3), (i.e. team taught Eighth Grade Science would have no more than thirty (30) students when two (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 effected 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 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 trimester.
- 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. 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 XV COMPENSATION FOR TEACHING PERSONNEL**

2021-2022     Bring all current employee to where they belong (make whole) Steps and Longevity plus one percent (1%) on scale.

2022-2023     Steps and Longevity plus one percent (1%) on scale.

- A.     Employees hired to perform teaching services longer than the regular school year will be paid their daily rate in direct proportion to the extra services to be performed.
- B.     All 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.
- 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.     Employee(s) new to the District may be given credit for up to five (5) years of K-12 teaching experience, at the discretion of the Board. They will be allowed extra service up to an amount equal to step nine (9) when they are placed on tenure for the succeeding year.
- 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<sup>th</sup>) year.
- F.     Employee(s) hired part time or job sharing will be given experience credit pro-rated according to the time taught. One-half time (1/2) will receive one-half (1/2) step of experience credit or longevity.
- G.     Employee(s), who with prior administrative authorization attend in-services, workshops, or other training sessions, will be reimbursed for all reasonable expenses.

- H. 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.
- I. 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 XVI - 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.

***Editorial: The plans/benefits have not changed only the naming has changed.***

Plan I            MESSA Choices 9T Medical insurance, SRX Mail with a \$500/\$1000 yearly deductible and \$20 office visit co-pay.

Long Term Disability  
                           66 2/3%  
                           \$5,000 monthly maximum  
                           90 calendar days modified fill

– Social Security – Family Freeze, COLA No  
Alcoholism/drug 2 years limitations  
Mental/nervous same as any other illness  
Pre-existing Conditions–Waived

Dental insurance generally equivalent to Delta Dental -  
Class I at 100%, Class II at 80%, Class III at 80%, \$1000 annual  
max; Class IV at 80%: Lifetime Maximum of \$2,000  
Rider for 2 cleanings

Negotiated Life \$50,000AD&D

Vision insurance VSP-2 Silver

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

Plan II MESSA ABC Plan I \$1400/2800 deductible

The Board shall pay eighty percent (80%) of the total cost of the MESSA Plan II medical premium described below and provide fifty percent (50%) of the annual deductible funding to the employee’s “Health Equity” Health Savings Account for each plan year and deductible year.

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.

The District’s Section 125 Plan shall include the provisions necessary for pre-tax contributions to employee’s HSA accounts administered through Health Equity.

In the event the employee electing MESSA Plan 1 is not qualified for a Health Savings Account for any of the months of the deductible plan year, the employer shall contribute the negotiated amount of funding to a “Health Equity” Health Savings Account for their qualified spouse or designated dependent if the spouse is also ineligible.

The Employer shall fund annually, the employer’s entire annual obligation to the agreed upon “Health Equity” Health Savings Account, on January 1, of each year.

Long Term Disability  
66 2/3%  
\$5,000monthlymaximum  
90 calendar days modified fill  
Freeze on offsets  
Alcoholism/drug 2 years  
Mental/nervous same as any other illness

Dental insurance generally equivalent to Delta Dental -

Class I at 100%, Class II at 80%, Class III at 80%, \$1000 annual max; Class IV at 80%: Lifetime Maximum of \$2,000

Negotiated Life \$50,000AD&D

Vision insurance VSP-2 Silver

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

Plan III Dental insurance generally equivalent to Delta Dental -  
Class I: 100%, Class II: 80%, Class III: 80%, \$1000 annual max;  
Class IV: 80%, Lifetime Maximum of \$2,000.

Vision insurance VSP-3 Gold

Negotiated Life \$50,000AD&D

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

Long Term Disability

66 2/3%

\$5,000monthlymaximum

90 calendar days modified fill

Freeze on offsets

Alcoholism/drug 2 years

Mental/nervous same as any other illness

CASH-IN LIEU- Eighty percent (80%) of the single subscriber rate for the medical insurance will be provided to employees selecting Plan III.

- 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 XVII  
TERMINATION PAY AND RETIREMENT POLICY**

- A. Beginning with the eleventh (11<sup>th</sup>) year of service and continuing through the employee(s) last year of service, any tenured employee(s) who chooses to leave the Farwell system will be entitled to a severance payment equal to two hundred dollars (\$200.00) per year of teaching in the Farwell system. This payment shall be made to a 403b plan account designated by the employee(s). There shall be no cash option to this employer 403(b) contribution.
- 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 your 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 XVIII  
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).

**ARTICLE XIX**

**DURATION OF AGREEMENT**

A. This Agreement shall be effective as of July 1, 2021, and shall continue in effect until June 30, 2023.

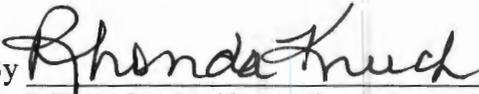
**FARWELL AREA SCHOOLS  
BOARD OF EDUCATION**

**FARWELL EDUCATION  
ASSOCIATION**

By   
Board President

By   
FEA President

By   
Superintendent  
Negotiations Spokesperson

By   
MEA 12-E UniServ Director

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary

Dated this 7<sup>th</sup> day of October, 2021

**Board Negotiation Team**  
Steven L Scoville  
Dorothy Boge

**Association Negotiation Team**  
John Pakledinaz  
Mary Lee  
Carrie Carncross  
Pam Helfer  
Amy Rohdy  
Laura Pfeiffelman  
Rhonda Kruch, MEA UniServ Director

APPENDIX A

SALARY SCHEDULE A  
2021 - 2023

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

This scale will be used as a base to determine actual salaries for the 2021-2022, and 2022-2023 school years.

**APPENDIX A**  
**SALARY SCHEDULE A**  
**2021 – 2022**

Step	Index	BA/BS	BA20 Approved Program or Permanent Certificate	MA or BA36 plus Permanent or Professional Certificate	MA20 or BA55 plus Permanent or Professional Certificate
0	1.0000	35,645	36,918	38,826	40,098
1	1.0550	37,605	38,948	40,961	42,303
2	1.1100	39,566	40,979	43,097	44,509
3	1.1650	41,526	43,009	45,232	46,714
4	1.2200	43,487	45,040	47,368	48,920
5	1.2750	45,447	47,070	49,503	51,125
6	1.3300	47,408	49,101	51,639	53,330
7	1.3850	47,408	51,131	53,774	55,536
8	1.4400	47,408	53,162	55,909	57,741
9	1.4950	47,408	55,192	58,045	59,947
10	1.5500	47,408	57,223	60,180	62,152
11	1.6050	47,408	59,253	62,316	64,357

**SALARY SCHEDULE A  
2022 – 2023**

Step	Index	BA/BS	BA20 Approved Program or Permanent Certificate	MA or BA36 plus Permanent or Professional Certificate	MA20 or BA55 plus Permanent or Professional Certificate
0	1.0000	36,001	37,287	39,214	40,499
1	1.0550	37,981	39,338	41,371	42,726
2	1.1100	39,961	41,389	43,528	44,954
3	1.1650	41,941	43,439	45,684	47,181
4	1.2200	43,921	45,490	47,841	49,409
5	1.2750	45,901	47,541	49,998	51,636
6	1.3300	47,881	49,592	52,155	53,864
7	1.3850	47,881	51,642	54,311	56,091
8	1.4400	47,881	53,693	56,468	58,319
9	1.4950	47,881	55,744	58,625	60,546
10	1.5500	47,881	57,795	60,782	62,773
11	1.6050	47,881	59,846	62,938	65,001

**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. Deductions will be made from pay items when conducted between 8:00A.M. and 3:30 P.M. on school days. 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.

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.

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. Free lunch will also be provided to employees working this duty. One compensation day or paid compensation at one hundred fifty (\$150) will be awarded for each trimester 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 1<sup>st</sup>, 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 six (6) such positions. The eligible employees may select this position for one, two or three years. At any one time no more than 8 (eight) employees may participate in this plan.
2. 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.

- The Educational Specialist positions shall be compensated at a rate according to the provisions of Schedule B.

## Farwell Area Schools – Schedule B

### Category 1: Athletics

Sport	Percentage	Athletic Schedule B Categories
Baseball	8%	Varsity Coach
Baseball	5%	JV Coach
<b>Baseball</b>	<b>4%</b>	<b>HS Assistant Coach</b>
Basketball (Boys)	10%	Varsity Coach
Basketball (Boys)	8%	JV Coach
<b>Basketball (Boys)</b>	<b>4%</b>	<b>HS Assistant Coach</b>
Basketball (Boys)	6%	Freshmen Coach
Basketball (Boys)	2@3% each	8th grade Coach
Basketball (Boys)	2@3% each	7th grade Coach
Basketball (Girls)	10%	Varsity Coach
Basketball (Girls)	8%	JV Coach
<b>Basketball (Girls)</b>	<b>4%</b>	<b>HS Assistant Coach</b>
Basketball (Girls)	6%	Freshmen Coach
Basketball (Girls)	2@3% each	8th grade Coach
Basketball (Girls)	2@3% each	7th grade Coach
Bowling (Boys)	7%	Varsity Coach
Bowling (Girls)	7%	Varsity Coach
Cheerleading (Fall – Sideline)	6%	Coach
Cheerleading (Competitive)	8%	Varsity Coach
Cheerleading (Competitive)	3%	JV/Assistant Coach
Cheerleading (Competitive)	2%	Freshmen Coach
Cheerleading (Competitive)	2%	8th grade Coach
Cheerleading (Competitive)	2%	7th grade Coach

Cross Country (Boys & Girls)	7%	Varsity Coach
Cross Country (Boys & Girls)	3%	7th & 8th grade Coach
Football	10%	Varsity Coach
Football	8%	JV Head Coach
Football	7%	Assistant Coaches to Varsity & JV (Max 3)
Football	7%	Freshman Head Coach
Football	6%	Freshman Assistant Coach
Football	3%	7th & 8th grade Coach
Golf (Boys)	7%	Varsity Coach
Golf (Girls)	7%	Varsity Coach
Pom-Poms	2.5%	Varsity Coach
<b>Powerlifting</b>	<b>3%</b>	<b>Coach</b>
Ski (Boys & Girls)	6%	Varsity Coach
Ski (Boys & Girls)	2%	7th & 8th grade Coach
Softball	8%	Varsity Coach
Softball	5%	JV Coach
<b>Softball</b>	<b>4%</b>	<b>HS Assistant Coach</b>
<b>Track (Boys &amp; Girls)</b>	<b>8%</b>	<b>Varsity Coach</b>
<b>Track</b>	<b>5%</b>	<b>HS Assistant Coach (Max 2)</b>
Track (Boys & Girls)	4%	7th & 8th grade Coaches (Max 3)
Volleyball	8%	Varsity Coach
Volleyball	5%	JV Coach
<b>Volleyball</b>	<b>4%</b>	<b>HS Assistant</b>
Volleyball	4%	Freshman Coach
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
<b>Art Club</b>	<b>1%</b>	<b>Advisor</b>
<b>Bass Club</b>	<b>1%</b>	<b>Advisor</b>
Class Advisor (HS)	2@3% each	11th & 12th Grade Class Advisors
Class Advisor (HS)	2@2% each	9th & 10th Grade Class Advisors
Class Advisor (8th)	<b>1@1%</b>	8th Grade Class Advisor
Class Advisor (7th)	<b>1@1%</b>	7th Grade Class Advisor

<b>Connections That Count</b>	<b>1%</b>	<b>Coordinator(s)</b>
<b>Drama Director</b>	10%	Play Production
<b>Drama Assistant Director</b>	<b>3%</b>	<b>Play Production</b>
Foreign Language Club	2%	Advisor
<b>Girls Solve It (MS)</b>	<b>2%</b>	<b>Coach</b>
Head to Head (academic track)	2%	Coach
<b>Lego League (Elem)</b>	<b>2%</b>	<b>Coach (Elementary) Max 2</b>
<b>Lego League (MS)</b>	<b>2%</b>	<b>Coach (Middle School) Max 2</b>
Music Instrumental (HS)	10%	Director/Instructor
Music Instrumental (MS)	3%	Director/Instructor
Music Vocal (HS)	4%	Director/Instructor
Music Vocal (MS)	3%	Director/Instructor
Music Vocal (Elem)	1%	Director/Instructor
National Honor Society (HS)	4%	Head Advisor
National Honor Society (HS)	2%	Assistant Advisor
Odyssey of the Mind	2%	Coach
Quiz Bowl	2%	Coach
<b>Science Olympiad (HS)</b>	<b>2%</b>	<b>Coach</b>
<b>Science Olympiad (MS)</b>	<b>2%</b>	<b>Coach</b>
Robotics	2%	Coach
Student Council (HS)	3%	Head Advisor
Student Council (HS)	2@1% each	Assistant Advisors
Student Council (MS)	1%	Advisor

### Category 3: All Other

Percentage	All Other Schedule B Categories
1/6 Salary	Alternative Education Extended Time
1/2% of BA base (Step 0)	Committee Stipend – Admin Approval (per committee)
1% of BA base (Step 0)	Committee Stipend – Approved Co-Chair (per committee)
\$500 Stipend	Department Head (per department head)
.5% (1-15 Students) .75% (16-27 Students) +27 overload language applies	Remote Learning Coordinator – Trimesters 1 and 2 (Pupil Accounting paperwork included) Unless taught as a class
.25% (1-15 Students) .5% (16-27 Students) +27 overload language applies	Remote Learning Coordinator – Trimester 3 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

.5%	Mentor Teacher
1 comp day per person per tri plus free lunch OR \$150 per trimester plus free lunch	Noon Duty (per person, per trimester)
2%	Parent Teacher Involvement Chair Elem
2%	Parent Teacher Involvement Chair MS
2%	Reading is Fundamental (RIF)
\$50	Saturday Detention (1/2 day)
\$70	Saturday Detention (1 day)
.75%	School Newspaper/Newsletter
1%	School Store
\$30 per hour	Summer School Teaching
4% or 2 @ 2% each	Testing Coordinator (HS) High School (8-12 ) and Alt. Ed
2%	Testing Coordinator (MS)
2%	Testing Coordinator (Elem)
1%	Testing - High School Accommodations Coordinator
4.5%	Website Supervisor
1.5% (1-10 students) 2% (11-27 students) +27 overload language applies	Work Study Coordinator –Trimesters 1 and 2 (Pupil Accounting paperwork included)
.75% (1-10 students) 1% (11-27 students) +27 overload language applies	Work Study Coordinator – Trimester 3
6%	Yearbook High School
4%	Yearbook Middle School

## Appendix C—Calendar

### FARWELL AREA SCHOOLS

### 2021-2022 DISTRICT CALENDAR

<p><b>23*: Staff PD Day (opt 1)</b> 8:00-3:00 (6 hours)</p> <p><b>24: Staff PD in AM</b> **8:00-12:00 (4 hrs) <b>**Work Day PM</b></p> <p><b>25*: Staff PD Day (opt 2)</b> **8:00-3:00 (6 hrs)</p> <p><b>30: 1st Day School</b> <i>Trimester 1 begins</i></p>	August 2021	<p><b>1-2: Christmas Break</b></p>	January 2022																																																																																																		
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<p><b>3-6: Labor Day Weekend</b> — <b>No School</b></p>	September 2021	<p><b>11: Student Half Day</b> Students in AM **8:00-12:00 w/lunch <b>Staff PD in PM</b> 12:30-3:30 (3 hrs)</p>	February 2022																																																																																																		
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<p><b>21: Student Half Day</b> Students in AM **8:00-12:00 (w/lunch) <b>** PT Conferences</b> <b>(1:00-3:30 &amp; 4:30-7:15)</b> <b>22: Staff FLEX PD Day</b> (6 hrs) – No Students <b>29: Student Half Day</b> Students in AM **8:00-12:00 (w/lunch) <b>Staff PD in PM</b> 12:30-3:30 (3 hrs)</p>	October 2021	<p><b>3: Student Full Day</b> <b>**4th/5th Hr Exams</b> <b>4: Student AM Half Day</b> <b>**1st-3rd Hour Exams</b> **8:00-12:00 (w/lunch) <b>Staff Work Day PM</b> <b>7: No Students</b> <b>Staff Work Day AM</b> <b>Staff PD in PM</b> 12:30-3:30 (3 hrs) <b>8: Trimester 3 begins</b> <b>3/26-4/3: Spring Break</b> <b>No School</b></p>	March 2022																																																																																																		
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Apr: 19 Days	Apr: 19 Days	PD= 30 hrs (11 hrs FLEX SCHECH PD complete by 4/14/22)	<i>Trimester 3 ends Last Day of School</i>
May: 21 Days	May: 21 Days		
June: 7 Full, 1 Half Day	June 8 Days		

**Important Dates:**

Staff First Day: August 23 or 24, 2021  
 Students First Day: August 30, 2021  
 Labor Day Weekend: Sept. 3-Sept. 6, 2021  
 Deer Day: November 15, 2021  
 Thanksgiving Break: November 24-26, 2021 for students and November 25-26, 2021 for staff  
 Winter Break: December 18, 2021 – January 2, 2022  
 Spring Break: March 26, 2022 – April 3, 2022 \*Easter Sunday is April 17, 2022  
 Memorial Day Weekend: May 28-May 30, 2022  
 Last Day Students and Staff: June 10, 2022

**Trimester Length:**

Fall Trimester: 58 Days  
 Winter Trimester: 60 Days  
 Spring Trimester: 62 Days

180 Student Days (174 Full Days and 6 Half Days)

Total Staff Days (184 Full Days and 2 Half Days = 184 plus + 2 Flex PDs +1 PT evening hours)

**PD 26 hours**

10 hrs August (23 or 25 All Day [6 hrs]; August 24, [4 hrs])  
 9 hrs October 22 Flex [6 hrs]; October 29 PD [3 hrs]  
 5 hrs November 15 Flex [5 hrs]  
 3.0 hrs February 11 (PM 3 hrs)  
 3.0 hrs March 7 (PM 3 hrs)

**Work Days: 4 days plus 2.5 PT evening hours** (All blended with either Student or PD Days)  
 .5 in August (PM on 24)  
 1.0 plus 2.5 night hours in October (2 PM Parent/Teacher Conference sessions)  
 1.5 in November (PM on 23, All Day on 24)  
 1.0 in March 4 (PM) March 7 (AM)  
 0.5 in June 10 (PM)

**FARWELL AREA SCHOOLS**

**2022-2023 DISTRICT CALENDAR**

<b>23: Staff PD Day</b> <b>**8:00-3:00 (6 hrs)</b> <b>24: Staff PD in AM</b> <b>**8:00-12:00 (4 hrs)</b> <b>**Work Day PM</b> <b>29: 1st Day School</b> <i>Trimester 1 begins</i>	<b>August 2022</b>							<b>January 2023</b>							
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28	<b>29</b>	30	31				29	30	31						
							<b>1-3: Christmas Break</b> <b>No School</b>								
<b>2-5: Labor Day Weekend – No School</b>	<b>September 2022</b>							<b>10: Student Half Day</b> Students in AM *8:00-12:00 (w/lunch) <b>Staff PD in PM</b> 12:30-3:30 (3 hrs)	<b>February 2023</b>						
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<b>20: Student Half Day</b> Students in AM *8:00-12:00 (w/lunch) <b>** PT</b> <u>Conferences (1:00-3:30 &amp; 4:30-7:15)</u> <b>21: Staff FLEX PD Day</b> (6 hrs) – No Students <b>31: Student Half Day</b> Students in AM *8:00-12:00 (w/lunch) <b>Staff PD in PM</b> 12:30-3:30 (3 hrs)	<b>October 2022</b> <table border="1"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>R</th><th>F</th><th>S</th></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> <tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20H</td><td>21F</td><td>22</td></tr> <tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr> <tr><td>30</td><td>31H</td><td></td><td></td><td></td><td></td><td></td></tr> </table>							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	20H	21F	22	23	24	25	26	27	28	29	30	31H						<b>2: Student Full Day</b> **4th/5th Hour Exams <b>3: Student AM Half Day</b> **1st-3rd Hour Exams Staff Work Day P <b>6: No Students Staff Work Day AM</b> <b>Staff PD in PM</b> 12:30-3:30 (3 hrs) <b>7: Trimester 3 begins</b> <b>25-31: Spring Break No School</b>	<b>March 2023</b> <table border="1"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>R</th><th>F</th><th>S</th></tr> <tr><td></td><td></td><td></td><td>1</td><td>2</td><td>3H</td><td>4</td></tr> <tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr> <tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td></tr> </table>							S	M	T	W	R	F	S				1	2	3H	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	
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**Important Dates:**

- Staff First Day: August 23, 2022
- Students First Day: August 29, 2022
- Labor Day Weekend: Sept. 2-Sept. 5, 2022
- Deer Day: November 15, 2022
- Thanksgiving Break: November 24-26, 2021 for students and November 25-26, 2021 for staff
- Winter Break: Wednesday, December 21, 2022 – Tuesday, January 3, 2023
- Spring Break: March 25, 2023 – April 2, 2023 \*Easter Sunday is April 9, 2023
- Memorial Day Weekend: May 27-May 29, 2023
- Last Day Students and Staff: June 9, 2023

**Trimester Length:**

Fall Trimester: 58 Days

Winter Trimester: 60 Days

Spring Trimester: 62 Days

180 Student Days (174 Full Days and 6 Half Days)

Total Staff Days (184 Full Days and 2 Half Days = 184 plus + 2 Flex PDs +1 PT evening hours)

**PD Days: 28 Hours (Not 30)**

10.0 hrs August (All Day 23 [6hrs], AM on 24 [4 hrs])

9.0 hrs October 21 (PM on 6 FLEX) October 31 (PM 3 hrs)

5.0 hrs November 15 (All Day FLEX [5 hrs])

3.0 hrs February 10 (PM 3 hrs)

3.0 hrs March 6 (PM 3 hrs)

**Work Days: 4.5 days plus 2.5 PT evening hours** (All blended with either Student or PD Days)

.5 in August (PM on 24)

1.0 plus 2.5 night hours in October (2 PM Parent/Teacher Conference sessions)

1.5 in November (PM on 23, All Day on 24)

1.0 in March 4 (PM) March 6 (AM)

0.5 in June 10 (PM)

**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: \_\_\_\_\_

B. Disposition by Superintendent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

APPENDIX E: PAGE 2

(Step 2) C. Disposition of Grievant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature Date

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

B. Disposition by Board of Education:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature Date

C. Disposition of Association:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature Date

**Step 4** A. Date submitted to arbitration: \_\_\_\_\_

B. Disposition by arbitrator:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature Date

## **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 trimester 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 trimester.
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.