

MASTER AGREEMENT

between the

**FOWLER PUBLIC SCHOOL
BOARD OF EDUCATION**

and the

**INGHAM-CLINTON
EDUCATION ASSOCIATION,
MEA/NEA**

September 1, 2011-August 31, 2012

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ARTICLE ONE – AGREEMENT

This master contract entered into this 30th day of June, 2011, by and between the Board of Education of the Fowler Public Schools District, hereinafter called the "Board" and the Ingham Clinton Education Association, hereinafter called the "Association."

WITNESSETH

The Board and the Association have a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, to bargain with respect to hours, wages, terms and conditions of employment. The parties have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE TWO – RECOGNITION

- A. Pursuant to the Public Employment Relations Act, MCL 423.201, et seq., the Fowler Public School Board of Education hereby recognizes the Ingham Clinton Education Association, NEA/MEA as the sole and exclusive bargaining representative for all fulltime and regular part time teaching personnel but shall exclude Superintendent, Assistant Superintendent, Directors of School and Community Relations, Principals, Assistant Principals, Business Managers, per diem substitutes working for less than 60 consecutive days, maintenance and plant personnel, office workers, cafeteria help, bus drivers, teacher aides, athletic director and all others employed by the Board. An athletic director shall be supervisor only when he is fulfilling his duties as athletic director.
- B. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined and references to male teachers shall include female teachers.
- C. The Board agrees not to negotiate with or recognize any teacher's organization other than the Association for the duration of the Agreement.
- D. The entire Agreement or specific provisions of the Agreement may be rejected, modified or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.

ARTICLE THREE – BOARD RIGHTS

- A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Fowler Public School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration and not by way of limitation, the following:
 - 1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.

2. The right to hire all employees and, subject to the provisions of the law, to determine their qualifications; to discharge, demote or otherwise discipline employees for reasonable and just cause; and to promote and transfer employees.
 3. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
 4. The selection of textbooks, teaching materials, and various teaching aides.
 5. The right to determine class schedules, class size, the hours of instruction and assignment of teachers with respect thereto.
 6. The right to adopt reasonable rules and regulations pertaining to the operation and administration of the school system and to define the descriptions and requirements of all jobs.
- B. The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provisions of this Agreement.

ARTICLE FOUR – ASSOCIATION AND TEACHER RIGHTS

- A. Duly authorized representatives of the Association may request the use of school property for local association members to transact official Association business. All requests for the use of school property must be cleared with the building principal at least eight (8) hours prior to the building use. When custodial services are required, the Board may make a reasonable charge.
- B. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times before or after the regular teacher work day or during the duty-free lunch period, provided that this shall not interfere with or interrupt normal school operations. Non-unit representatives shall report to the building principal upon entering a school building.
- C. Duly authorized representatives of the local Association may use the school equipment, including typewriter, duplicating equipment, calculating machines, computers, and audio-visual equipment, if such use does not interfere with the normal operation of the school day. Association members will be provided the District's Acceptable Use Policy on the first teacher workday of the school year and shall abide by the Policy as it relates to the use of the Internet and Email.
- D. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use teacher mailboxes within the school system for materials signed by the Association designate, or his/her designated representative.

- E. The Board agrees to make available to the Association upon request public information as required under the Freedom of Information Act as well as any information which may be necessary to process any grievance or complaint.
- F. Nothing contained in this contract shall be construed to deny or restrict to any teacher rights he/she may have under the laws of Michigan or the United States.
- G. When meetings to conduct negotiations or to resolve grievances are mutually arranged to be held during the school day, teachers participating in such meetings shall be released from regular duties without loss of pay.
- H. The Board shall provide a total of three (3) days per year to the Association President or his/her designee to participate in Association business. The Association shall reimburse the Board for the cost of obtaining substitute teachers at the Board approved rate. Request for absence will be submitted to the Superintendent at least one (1) week in advance of the scheduled absence except in the case of emergency, 48 hours. Association business days may be taken in half (1/2) day increments.

ARTICLE FIVE – PROFESSIONAL DUES, FEES, PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the Michigan Education Association and the National Education Association. Such authorization shall continue in effect from year to year unless revoked in writing, between June 1 and September 1 of any year. The Board shall deduct one-twenty-first (1/21st) of the dues twenty one (21) times during the school year, beginning in September and ending in June of each year. Deductions for teachers employed after the school year begins or joining the Association during the school year shall be appropriately prorated to complete payments by the following June.
- B. The Association shall be responsible for the remission of members' dues to the state and national association.
- C. It shall be the responsibility of the teacher to file, with the Board, the correct payroll deduction information. Such information shall be filed no later than September 30, or thirty (30) days after ratification of the Master Agreement, whichever comes later. The Board will forward all payments as soon as possible after pay period deductions.
- D. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment, pay as a service fee to the Association a legally permissible amount as specified by the Association, provided, however, the teacher may authorize payroll deduction for such fee.
- E. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction as provided in this Article, the Board, pursuant to MCLA 408.477; MSA17.277(7) and at the request of the Association, shall deduct the service fee from the bargaining unit member's wages and remit same to the Association according to the following procedures:

1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association shall request the Board to make such deduction pursuant to paragraph A above.
 3. The Board upon receipt of a request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the Service Fee to the Association or authorized payroll deduction of same. The Board shall hold the due process hearing at its next regularly scheduled meeting subsequent to the Association making its request for the deduction.
 4. If as a result of the due process hearing, it is determined that the bargaining unit member has failed to remit the Service Fee to the Association or has failed to authorize a payroll deduction of same, the District shall begin payroll deducting the Service Fee beginning with the next pay period following the hearing. The deductions shall be spread-out in equal amounts over the remaining pay periods of the current school year, with the final payment due in the last pay of the regular twenty-one (21) pay school year schedule.
- F. The Association will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability or costs, including attorneys' fees and unemployment compensation costs by reasons of action taken by the Board in compliance with Sections A, B, C, D and E of this Article.
- G. Upon submission of signed authorization by a teacher, the Board shall deduct from the wages of the teacher and make the appropriate remittance for the Capital Area School Employees Credit Union, Farm Bureau Annuities, Ameriprise, Michigan Education Association Financial Services (MEA Financial Services Paradigm), Annuities and other Financial Services Programs.

The Board shall deduct from the authorized teacher's wages the designated amount, to the designated vendor. The Board of Education will produce and send the appropriate check to the designated vendor within five (5) business days of the payroll deduction so as to maximize the investment of the authorized teacher.

403(b) Plan Program

The District will implement an IRS compliant 403(b) Plan Program. The TPA and a designated District representative will discuss the Plan Program and its implementation with the Association's President and Vice-President prior to its implementation. This program shall include an IRS compliant Plan Document administered by a third party administrator (TPA). The cost for plan administration will be paid by the District. The Plan Document will be completed no later than January 1, 2009. The District reserves the right to implement the Plan Document any time prior to January 1, 2009. All members shall be eligible to participate in the Plan through a Salary Reduction

Agreement. It is agreed that one of the designated investment vendors in the Plan shall be MEA Financial Services. The District agrees to remit the member's plan contributions to the TPA in a timely manner and no later than 15 business days after the end of the month in which such amounts would otherwise have been paid. The Plan will provide for investment options, loans, and allow for hardship withdrawals under IRS guidelines. Employees will receive annual notice of their right to participate in the Plan. If there are IRS required changes to the Plan, the TPA will give timely notice to the Association and the District. Other changes to the Plan will first be discussed with the Association.

1. Upon employment, the District will assure that each employee is provided with a list of approved tax-sheltered annuity vendors, and general directions that must be followed to receive this benefit.
 2. It will be the responsibility of the employee to select a vendor(s) and fill out the appropriate forms for that vendor.
- H. The employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code. All cost relating to the implementation and administration of benefits under this program shall be borne by the employer.
- I. When the Fowler Public Schools is the "employer of record" for a teacher employed as a substitute teacher with an assignment to one (1) specific teaching position, then after sixty (60) days of service in that assignment, the teacher shall be granted for the duration of that assignment, leave time and other benefits granted to regular teachers by the school district, including a salary not less than the minimum salary on the current salary schedule for that District and including professional dues, fees, payroll deductions as described in Article 5. Any substitute teacher working in the Fowler Public Schools for one hundred fifty (150) or more consecutive days shall have the right to the first vacancy for which he/she is certified and qualified.
- J. If a teacher wishes to add a new 403b vendor to the list of available vendors on the Third Party Administrator Plan because they would like to begin authorizing deductions from their wages to be remitted to a 403b program with that vendor, then the teacher must submit authorization for wage deductions to the same vendor. The proposed vendor must meet all of the requirements of the Third Party Administrator Plan as verified by the Superintendent or his/her designee.

The vendor will be added to the list within two weeks of executing the required sharing agreement and any other necessary documents. A limit of six (6) vendors may be maintained on the list at any time under this provision.

If at any time no Fowler Public School employee is having wage deductions authorized with a vendor the Board may remove the vendor from the Third Party Administration Plan.

ARTICLE SIX – TEACHING HOURS

- A. The length of the teacher's day shall be seven (7) hours, fifteen (15) minutes, including no less than thirty (30) minutes duty-free lunch. No teacher shall be assigned beyond this time except as provided below.

Necessary restroom breaks will be arranged in accordance with a procedure established in conjunction with the building principal.

- B. Teachers shall not be required to stay until 4:30 p.m. more than an average of one (1) day per month, not to exceed two meetings in any one month, for a total of nine (9) per year. Teachers chairing required committees or subcommittees before or after school, which last at least one (1) hour, shall not be required to fulfill this assignment upon mutual agreement with the principal. It shall be the responsibility of the teacher to keep up with information shared at staff meetings. During the month of conferences, open houses, and graduation, there will not be any staff meetings due to attendance at said conferences, open houses, and graduation.
- C. The elementary teachers shall be provided an average of fifty (50) minutes per day non-teaching preparation. No preparation period shall be less than twenty (20) minutes. Teachers shall not be required to remain with their students where students are otherwise supervised if they receive permission from the Administration. Elementary teachers may be required to supervise student recess following a discussion by the principal with the teachers involved concerning the implementation of recess supervision.

Suggestions and preferences for scheduling will be presented to the Administration from the Association prior to the beginning of the scheduling process and/or at the time the following year preferences are submitted, whichever comes first. Subsequent meetings for providing input will be held, as deemed necessary by the parties.

- D. Each middle school and high school teacher will receive a daily preparation period which shall be equal in time to a daily class period.
- E. Scheduled days and hours of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county or state health authorities, shall be rescheduled as provided in the calendar to ensure that there are a minimum number of instructional days and instructional hours necessary to receive full state aid funding.

Teachers will receive their regular pay for days and hours which are canceled but shall work on any rescheduled days and hours with no additional compensation. On scheduled days of student instruction which start late because of inclement weather, fires, etc., teachers are required to report fifteen (15) minutes before the students.

In the event that during the life of this Agreement, it becomes lawful for the purpose of state membership aid to count as days of pupil instruction days when pupil instruction is not provided due to the conditions described above, it is agreed that the teachers shall be excused from reporting to duty without loss of pay. Days lost to school closings under this eventuality shall not be rescheduled, unless otherwise required by state law to qualify for state aid.

The parties agree that this contract provision has been negotiated to comply with the provisions of the State School Aid Act, to ensure that the District will incur no loss of state aid, and to comply with the requirements set forth in the Revised School Code and

State School Aid Act respecting the required number of "student instruction" days and hours.

- F. The high school counselor may by mutual written agreement with the building principal work more than the contractually designated teacher days. The high school counselor will be compensated at his/her regular rate of pay for such additional time, which will not exceed more than ten (10) days per contract year. This additional time is to be utilized for duties including, but not limited to, the closing-out of the school year, scheduling students, and/or preparing for a new school year.

ARTICLE SEVEN – TEACHING CONDITIONS

- A. The Board agrees to make available in each school adequate word processing and copying/printing facilities to aid teachers in the preparation of instructional materials.
- B. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.
- C. The parties agree that class size and teacher preparations shall be reviewed and discussed with the Administration and the teacher and be based on the number of students the facilities will handle with the best education, safety of the students, and District finances as the prime factors for consideration. The Building School Improvement Committee will meet in the spring to address issues involving class size and meet with the building principal to prepare a recommended student class schedule for the next school year.
- D. If possible the Board will provide adequate material and working space for each teacher to perform his/her duties.
- E. If possible the Board shall make available in each school adequate lunchroom, restroom and lavatory facilities for teacher use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty work room. Provisions for such facilities will be made in all future buildings.
- F. Telephone facilities shall be made available to teachers for their reasonable use.
- G. In order to provide for the most optimum degree of "time on task" K-8 and HS teachers will be provided with ten hours of clerical assistance per building per week.
- H. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (PI, OHI, SCI, SMI, TBI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the responsibility of the teacher to implement the student's individualized educational plan for attending to the educational needs of the student while in the teacher's class.

ARTICLE EIGHT – TEACHER QUALIFICATIONS AND ASSIGNMENT

- A. Teachers must meet the standards as established by the “highly qualified” requirements under the Elementary and Secondary Education Act (ESEA).

The District will not place a teacher in a teaching assignment for which the teacher is not highly qualified except temporarily and for good cause, and with Department of Education approval. The Association shall be so notified in each instance and shall be provided with a written statement of reasons for such assignment. Temporary shall be defined for purposes of this Article as not to extend beyond the current school year.

- B. In order to meet the highly qualified standards established under the ESEA, if the District places a teacher into a teaching assignment and the teacher does not meet the highly qualified standard for that position, then the District agrees to pay the cost of the State of Michigan Exam registration fee on a one (1) time basis for each certificate endorsement where a teacher is not “highly qualified.” The teacher shall provide to the District verification of successful completion of the exam and the required certificate endorsement.

The District shall also establish a committee to oversee the High Objective Uniform State Standards of Evaluation (HOUSSE) for veteran teachers, and specifically to administer HOUSSE Option Three; a portfolio process by which teachers can establish their highly qualified status. The committee shall meet with teachers desiring to use the portfolio process. Thereafter, the committee shall meet at least quarterly to review portfolios and to either acknowledge satisfactory completion of the portfolio or to make recommendations for changes needed to meet the portfolio requirement.

- C. The employer shall take no action to comply with the No Child Left Behind Act of 2001, as amended, 20 USC 6301 *et seq.*, that has an adverse impact on any bargaining unit member without first meeting with the Association.

If the District has reasonable cause to believe that compliance with any of the provisions of this Agreement would be inconsistent with the District’s obligations under Section 1116 of the ESEA, it will so notify the Association. The Association and the District immediately will file a joint written request with the United States Department of Education asking for a determination as to whether Section 1116 of the ESEA can alter or otherwise affect the terms of a collective bargaining agreement that became effective subsequent to January 8, 2002. Unless and until the United States Department of Education answers this question “yes,” the District will be required to comply with the provisions of this Agreement.

- D. The District will notify the Association of any School Improvement Plans calling for corrective action or restructuring as required under the ESEA which may affect the wages, hours or working conditions of bargaining unit members.
- E. Class size provisions shall be reviewed for the purpose of meeting adequate yearly progress (AYP) under the Elementary and Secondary Education Act. The Association and the Administration shall meet to explore remedies for any school identified as failing to meet AYP for a third consecutive year.

- F. All teachers shall be given written notice of their schedules and grade assignments for the forthcoming year prior to the closing of the school year. In the event that changes in schedules are thereafter made, all teachers affected shall be notified promptly. Said teachers shall be given an opportunity to meet with the administration to discuss resolutions and/or alternatives which will be the most beneficial to the educational program.
- G. Any extracurricular or extra duty assignments, in addition to the normal teaching schedule during the regular school year, shall not be obligatory but shall be with the consent of the teacher with the exception of band which may be a required extracurricular assignment of the instrumental music teacher at the discretion of the Board of Education.

ARTICLE NINE – EVALUATION OF TEACHERS

- A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. Evaluations shall only be conducted by a building principal, assistant principal, or other qualified administrator, not in the bargaining unit, as designated by the Board of Education. All monitoring or observations of teachers shall be conducted openly. Each teacher shall be apprised of his/her responsibilities. The Teacher Evaluation Instrument, which was developed and approved as part of the 2005/08 Master Agreement, shall be used for formal evaluations and each teacher shall be given that form at the beginning of each school year. The "Administrator Evaluation of Counselors" form included in the Fowler Comprehensive Guidance and Counseling Program shall be used to evaluate school counselors. The evaluation instruments shall be included in the Appendix portion of the Master Agreement.
- B. The performance of all teachers shall be evaluated as follows:
 - 1. Each probationary teacher shall be provided with an annual individualized development plan and an annual year-end evaluation based upon at least two (2) classroom observations held at least sixty (60) days apart. Shorter intervals may be mutually agreed upon by the teacher and the administration. The evaluation will include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.

A probationary teacher may have up to three (3) formal observations per semester. The formal observation report form shall be used for all formal observations. The teacher will be informed, on the day of the first formal observation whether there will be multiple formal observations. The teacher may request that these observations be done of different subject areas or class periods and the administrator may agree to do so. A formal observation shall be based on at least twenty (20) consecutive minutes in the classroom or the duration of a daily teaching unit. Following each formal observation, a written report summarizing the observation shall be provided to the teacher within fifteen (15) days. The administrator and teacher shall mutually arrange for a meeting to discuss the written report, to take place during the fifteen (15) school days time frame. At the meeting, the administrator shall discuss in detail with the teacher the content of the written report. The written reports shall then be used to complete the year-end formal evaluation.

Probationary teachers assigned to teach in more than one building shall be assigned one building principal as their primary evaluator, who will be responsible for the year-end evaluation. Provided, however, teachers assigned to more than one building shall be formally observed at least once per semester by each building principal and shall receive a written report based upon the building principal's formal observation. The year-end recommendation shall incorporate the written observation reports of both building principals.

2. Tenure teachers shall be formally evaluated in writing at least once every three years. This evaluation will be conducted by May 15 of that year. A tenure teacher may request a second evaluation. The teacher and administrator will meet each year prior to October 15 to identify the specific student achievement goals for the school year.

At least once every three years the evaluation shall consist of the traditional multiple observation method. A tenure teacher may have up to three (3) formal observations per year. The formal observation report form shall be used for all formal observations. The teacher will be informed, on the day of the first formal observation whether there will be multiple formal observations. The teacher may request that these observations be done of different subject areas or class periods and the administrator may agree to do so. A formal observation shall be based on at least twenty (20) consecutive minutes in the classroom or the duration of a daily teaching unit. Following each formal observation, a written report summarizing the observation shall be provided to the teacher. A final written evaluation reflecting all formal observations during that year shall be provided to the teacher within fifteen (15) school days of the final formal observation for that year. The administrator and teacher shall mutually arrange for the evaluation meeting to take place during the fifteen (15) school days time frame. At the evaluation meeting, the administrator shall submit a written evaluation report to the teacher and discuss in detail with the teacher the content of the evaluation.

In any year that the multiple observation method is not utilized, the teacher and administrator will meet prior to October 15 to establish specific student growth goals, and again prior to May 15 to determine the success in attaining the student growth goals. The student growth summary report will constitute the evaluation for that year.

Tenured teachers receiving less than a satisfactory performance evaluation will be provided with an individualized development plan. Their performance evaluations shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.

3. No teacher shall be formally evaluated during the last three (3) weeks of the school year.
4. Nothing in this Article shall preclude documentation of a teacher's performance based on other observations of shorter duration, or additional formal written evaluations.

- C. Teachers will receive a \$50 stipend for each component of the following performance criteria met in the school year. The teacher will notify the building administrator in writing of any of the criteria they intend to fulfill at the pre-evaluation meeting at the beginning of each school year, or at the initiation of any such effort during the school year. A determination of the appropriate stipend will be determined and shared at the end of year evaluation meeting by the building administrator. Should there be disagreement over whether or not a criterion has been met, the issue will be referred to a committee consisting of the association president and the superintendent for discussion and problem solving. Should no agreement be reached by the committee, the determination of the building administrator will stand. The payment of the earned performance stipend will be paid on or before June 30 of that school year.

Performance Criteria:

1. Achieving all specific student growth goals.
 2. Earning and coordinating the implementation of a classroom or school-wide grant with a value of goods and services in excess of \$200.
 3. Participating in a Board approved pilot program.
 4. Presenting at a professional conference, being published in a professional journal, or planning, organizing and presenting a professional development session in the district.
 5. Providing uncompensated leadership for a school or district –wide initiative.
- D.
1. In a written formal evaluation report, the evaluator will specify problem areas and make specific recommendations for improvement.
 2. Whenever professional performance discharges are considered, the Administration will minimally:
 - a. Complete more than the minimum number of formal evaluations required herein; one of which must be completed by an administrator other than the teacher's immediate supervisor.
 - b. Notify the teacher of specific problem areas which need improvement and:
 - (1) Suggest in writing ways to improve;
 - (2) May supply the teacher with the appropriate resources to aid the teacher's improvement. (Resources could include: Basic books, classroom supplies and in-service.)
 - (3) Notify the teacher in writing of the possible consequences of the failure to improve.

- E. Two (2) copies of the written evaluation shall be submitted to the teacher, one (1) to be signed and returned to the administration and the other one (1) to be retained by the teacher. In the event that the teacher feels his evaluation is incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his evaluation file.
- F. A teacher shall be entitled to receive a copy of any materials which tend to reflect upon the character of the teacher's services. Substandard performance noted in the previous evaluation will be addressed in the current evaluation.

ARTICLE TEN – TEACHER PROTECTION

- A. Any case of a school related assault by or upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities if the teacher acted appropriately. The teacher will reimburse the Board any and all expenditures that are paid by the teacher's liability insurance.
- B. Time lost during the workers compensation waiting period or for any related legal proceedings by a teacher in connection with any incident mentioned above shall not be charged against the teacher.
- C. The Board will reimburse for proven loss, damage, or destruction of personal property of a kind normally worn or brought onto school property while on official duty. This obligation shall not extend to any such loss which is covered under the teacher's personal insurance.
- D. No teacher shall be disciplined without just cause. The discharge or non-renewal of a probationary teacher shall be governed exclusively by the procedures and standards of the Michigan Teacher Tenure Act and will not be subject in any way to the grievance and arbitration provision of the agreement. The discharge or suspension of a tenured teacher without pay for more than three (3) days in one (1) school year, shall be governed exclusively by the procedures and standards of the Michigan Teacher Tenure Act and shall not be subject in any way to the grievance and arbitration provision of this Agreement.

The specific grounds forming the basis for disciplinary action will be made available to the teacher in writing. The parties subscribe to a policy of progressive, corrective discipline. Discipline shall be issued within two (2) weeks time from knowledge of circumstances giving rise to the discipline, unless mutually agreed to extend the time frames.

- E. Teachers shall have an opportunity to request Association representation during any formal disciplinary action. When a request for such representation is made, discipline shall be delayed until a representative can be present unless the seriousness of the offense merits immediate discipline and in no case shall discipline be delayed to accommodate the Association representative more than forty-eight (48) hours. Whenever a teacher is being questioned in reference to possible misconduct on his/her part, he/she shall be permitted Association representation upon request.

- F. Any complaint made against a teacher will be promptly called to the attention of the teacher. No complaint against a teacher shall become a part of the teacher's file until it has been verified and the source has been identified, except where the identity of the source is protected by law.
- G. Upon request, a teacher shall have the right to inspect his/her Central Office personnel file. The request shall be made with Central Office during working hours. The inspection must be made in the presence of the administrator or designee responsible for the safekeeping of the files. Personnel file information shall not be stored on any computer with unsecured access.
1. A representative of the Association may, at the request of the teacher, accompany the teacher during the review of his/her personnel file.
 2. No evaluative, disciplinary, or negative material shall be placed in an employee's personnel file without allowing the teacher an opportunity to file a response and such response shall become part of the personnel file.
 3. In the event that a court order or FOIA request is presented for information from the personnel file, the teacher shall be promptly provided with a copy of the court order or FOIA request.
 4. Information from the teacher personnel file may not be released to third parties, who are not representatives or agents of the District, without prior written permission of the teacher, unless such release is required by law.
 5. Nothing contained herein shall be construed as a limitation on the District's ability to access or review an employee's personnel file in the ordinary course of business.
 6. The Administration shall provide a list of documents to be released as a result of a FOIA request to the teacher and the Association. The District recognizes its responsibility to protect the privacy rights of its employees, as well as its obligation to comply with the law.
 7. If the individual teacher wishes to write a response to any disciplinary or evaluative records, which are to be released, he/she shall do so prior to the date of the required disclosure. The individual teacher's written response shall accompany the released documents. The individual teacher shall receive copies of all released information.
- H. A teacher shall have the right to review the contents of all records, excluding initial references, of the District pertaining to said teacher, originating after initial employment and to have a representative of the Association accompany him/her in such review.
- I. If the teacher is requested to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE ELEVEN – VACANCIES, PROMOTIONS AND TRANSFERS

- A. Positions are considered vacant when a bargaining unit member(s) holding the position(s) are discharged, quit, retire, transfer, are promoted, or the member otherwise permanently vacates the position; or any position that is newly created.
- B. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such request shall be renewed once each year to assure active consideration by the Board.
- C. When the Board determines to fill a vacancy it shall notify the Association and post such vacancy on teacher bulletin boards in each building. Any teacher may apply for a vacancy. Unsuccessful bargaining unit applicants shall be notified, upon request, of the reasons that they did not receive the vacant position.
- D. Whenever vacancies occur during the summer months, the following procedure shall be followed:
 - 1. Teachers with specific interests in possible vacancies will notify the Superintendent, in writing, during the last regular week of school and shall include a summer address.
 - 2. Should a vacancy occur, the teachers who have expressed an interest in said position shall be notified in writing by the Superintendent.
 - 3. The teachers so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position.
 - 4. The Superintendent shall notify the President of the Association in writing.
- E. An involuntary transfer will be made only when deemed necessary by the Superintendent. The Superintendent shall notify the affected teacher and discuss the reasons for such transfer. In making involuntary transfers, the following criteria will be considered together with other relevant factors:
 - 1. Instructional and staffing needs of the District.
 - 2. Professional qualifications and certifications.
 - 3. Experience in subject and grade level in the last ten (10) years.
 - 4. Length of service in Fowler Public Schools.
 - 5. Evaluation ratings of the last three (3) years.
- F. During the school year, all extra-duty vacancies will be posted on the teacher bulletin board for five (5) days before being filled.
- G. A part time teacher who desires to return to full time status and who applies for a vacancy in a full time position for which he/she is certified and qualified shall be granted the position in preference to less senior applicants.

ARTICLE TWELVE – LAYOFF PROCEDURE

A. When the Board determines that the District finances, enrollment, curtailment of curriculum or education programs, teachers returning from leaves of absence, or other factors require a reduction in staff, teachers may be laid off in accordance with the provisions of this Article. Each teacher to be laid off shall receive no less than forty-five (45) calendar days written notice.

B. The term "seniority" as used in the Master Agreement shall be length of continuous service with the Fowler Public School District and a member of the Fowler Education Association. The accrual of seniority shall begin from the last date at hire which shall be the first day the employee reported for a scheduled workday from which there has been continuous employment. Time on approved leave or layoff shall not count toward accrued seniority but shall not constitute a break in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

The administration shall publish and post in each building a seniority list annually by November 30. Any errors to the list shall be brought to the attention of the administration by the member or the Association within 10 days of the posting and a new list will be published and posted with corrections on or before December 15.

C. In order to promote an orderly reduction of personnel, the following procedure will be used:

1. Probationary teachers will be laid off first where any teacher who has acquired tenure and whose position has been curtailed and is certified and qualified to perform the services of the probationary teacher.
2. In the event further teachers must be laid off, an unassigned teacher with greater seniority shall be assigned to a position held by a teacher with less seniority if the senior teacher is certified and qualified to perform the duties of the position being staffed. If seniority is the same, the most qualified teacher as determined by the Board shall be retained.

D. For purposes of this Article "qualified" shall be determined as follows:

1. For any K-8 art, vocal music, instrumental music, special education, library, industrial arts, reading specialist or physical education positions, teachers retained in those positions must be qualified by a major or minor in that subject, regardless of seniority.
2. For any other 7-8 grade positions, the teacher must have at least twelve (12) semester hours or equivalent term hours of previous college credit in the majority

of the subjects which comprise the position or successful teacher experience during the past ten (10) years in the subject in the District.

3. For any 9-12 positions, the teacher must have a major or minor in the subject or successful teaching during the past five (5) years in the subject in the District.
- E. The Association shall have the right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within no more than seventy-two (72) hours after the termination of the meeting requesting review of the list.
 - F. In the event a teacher is laid off, the teacher's individual contract of employment shall terminate and the Board's obligation to pay salary or fringe benefits shall terminate after receipt of all amounts or benefits earned on a prorated basis equal to time worked. Teachers who are laid off during a contract year shall be considered as having completed the contract year for placement on the salary scale if employed for one semester or more of the school year. Teachers who are laid off during a contract year and who teach less than one (1) semester shall not be given credit for the length of that time taught when being placed on the salary scale. Credit will be given toward seniority for actual days of service.
 - G. Teachers on layoff shall inform the Superintendent in writing of any contemplated changes in certification or qualifications by May 1 of each year. Changes in a teacher's certification or qualification after August 15 of any year following layoff shall not entitle the teacher to be assigned to a position for which the teacher is newly certified or qualified until the following summer unless there is a vacancy.
 - H. Any administrator who previously taught in the District shall have the right to enter the bargaining unit as a tenure teacher by exercising his/her teacher seniority based on length of continuous employment as a teacher in the District.
 - I. Except as provided in C.1. & 2., the Board of Education shall have no obligation to reassign or transfer employees in order to make positions for tenure teachers or teachers with greater seniority to claim but may do so at its discretion.
 - J. Recall
 1. Teachers shall be recalled to employment on the basis of greater seniority for positions as determined by the program offered by the Board, for which they are certified and qualified.
 2. Employees who are notified of recall by registered mail at the teacher's last known address maintained in the Superintendent's office, and who fail to respond within ten (10) days or who fail to report for duty within ten (10) days of recall notice shall be considered as resigned. The Association will be notified of recall of individual employees.
 3. Recall rights of probationary teachers shall not exceed two (2) years and tenure teachers' recall rights shall not exceed three (3) years after the effective date of termination of services because of a necessary reduction in personnel.

- K. In the event a K-6 or 9-12 teacher who has greater seniority than one (1) or more of the 7-8 staff is deemed to not be qualified, under D.2 above, for a position in grades 7-8, that teacher will be given one (1) calendar year to become qualified. The year begins upon notification of the new position. Upon notification, the teacher must begin coursework at the beginning of the next college semester and every semester thereafter during the calendar year until qualifications are met.

Proof of completed courses must be provided at the end of each semester until qualifications are met. Proof may be a transcript or other official verification. Failure to complete the terms of this Section will result in immediate layoff. Article Twelve, Section A will not apply in such instances.

ARTICLE THIRTEEN – SICK LEAVE

- A. All teachers regularly employed by the District who are absent from duty because of personal illness or disability shall be allowed eleven (11) days per year. Sick leave days may be accumulated to a maximum total of one hundred fifty-five (155) days at the end of the school year. For those teachers who have accumulated the maximum number of days, eleven (11) sick days shall be added for the teacher's use during the coming school year. Any of the additional sick leave days remaining at the end of the school year in excess of one hundred fifty-five (155) days will then be forfeited.

Any teacher who has not used any sick, unpaid, or business leave days per semester of the school year will be compensated three hundred fifty dollars (\$350) for each semester of perfect attendance. Any teacher who has not used more than one (1) sick, unpaid, or business leave day per semester will be compensated three hundred dollars (\$300) for each semester of excellent attendance. Regularly employed part-time teachers shall be compensated at the same rate as full-time teachers for perfect attendance.

The length of a sick leave day shall be in proportion to the length of the teacher's regularly scheduled workday. Teachers with schedules that vary from day-to-day shall have their sick leave days based upon a day of work and shall not gain nor lose sick leave based on hours worked in a given day. Unused sick leave days shall accumulate as a full day of leave.

- B. A teacher claiming a sick leave day must inform the principal or his/her designee no later than 6:30 a.m., on the day of absence except in an emergency.
- C. Teachers will not be excused during the school day for medical appointments without loss of sick leave. Sick leave will not be charged when a teacher is excused by the administration during a time he/she would not be involved in instructing a class or when the coverage of the teacher's classes by another teacher is approved by the administration.
- D. Sick days may be used for illness in the immediate family. The immediate family shall be interpreted as spouse, children, stepchildren, parents, parents-in-law, siblings, any other family member who is dependent upon the teacher for care, and anyone living in the teacher's home who is dependent upon the teacher for care.

A teacher, upon application to and approval of the Superintendent, may use sick days for the critical illness of an extended family member or someone who is dependent on the teacher for care.

- E. A teacher may take a maximum of five (5) days per death, to be deducted from sick leave, for deaths in the immediate family which shall be interpreted as mother, father, mother-in-law, father-in-law, husband, wife, children, brother or sister.
- F. A teacher may take a maximum of two (2) days per death, to be deducted from sick leave, for the following deaths; aunt, uncle, niece, nephew, grandchildren, brother-in-law, sister-in-law, grandfather or grandmother, and grandparents-in-law. If travel is involved in excess of 200 miles one-way, the teacher shall be granted up to two (2) additional days. At the discretion of the Superintendent or his designee, a teacher may take one (1) day per death, to be deducted from sick leave, for the death of someone important or meaningful to the teacher.
- G. If a teacher uses up his or her sick leave, that teacher will be granted an unpaid leave of absence for that death or deaths. Sick days may be used for a death in the family only at the time of death in all of the above situations.
- H. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave without pay for up to one (1) calendar year which may be extended upon request.
- I. Disability due to pregnancy shall be treated as any other disability.
- J. Any teacher granted Worker's Compensation benefits shall, after receipt of such benefits, be paid the difference between the teacher's weekly compensation and the amount received from Worker's Compensation which shall be deducted from the teacher's personal accumulated sick leave days until such days are exhausted. The sick day deduction shall be prorated at a fractional basis in proportion to the actual amount paid per day by the Board.
- K. For any teacher terminating employment from the District, the teacher shall be paid for unused leave days based on the following schedule:

<u>Years of Service</u>	<u>Amount Per Day</u>
10-14	\$25.00
15-19	\$30.00
20 and over	\$35.00

A teacher terminating employment with ninety-five (95) or more accumulated leave days will be paid five dollars (\$5) more per day above and beyond the rates set forth above.

A teacher terminating employment with one hundred fifteen (115) or more days will be paid a total of ten dollars (\$10) more per day above and beyond the above referenced schedule.

Terminating employment for purposes of section L will include resignation or retirement.

Payments for unused sick leave days shall be made within 30 calendar days of the date the employee terminates employment.

- L. Teachers may utilize sick leave time in half (1/2) day portions.
- M. At the beginning of each school year, teachers will be notified in writing of their number of accumulated sick leave days.
- N. Sick Bank—Teachers may donate days from their accumulated sick leave to another teacher who has exhausted his/her accumulated sick leave due to a previous or current long-term illness. The donation of days shall be for the express purpose of sustaining the teacher's sick leave until such time as he/she can qualify for long term disability as provided in Article Twenty-one, Section A-4. A written authorization signed by the donating teacher shall be sent to the Superintendent and a copy to the Association. Teachers donating sick days shall not be eligible to receive perfect attendance compensation for that semester. The Association shall be responsible for keeping track of the donated sick days. In the event a full-time teacher donates a sick day to a part-time teacher, one full day of sick leave will be deducted towards the bank. (Sick days are considered equal to the teachers scheduled work day regardless of part-time/full-time status.)

ARTICLE FOURTEEN – BUSINESS LEAVE

- A. Business leave not to exceed **three (3)** days in any one contractual year shall be granted upon request when it is not possible to arrange such business for non-duty hours. Requests for such leave must be made with the Administration as far in advance as possible and at least twenty-four (24) hours in advance, except in case of emergency. A business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year, except as approved by the Superintendent. Business days may be accumulated to a maximum of two (2). For those teachers who have accumulated the maximum number of days, three (3) business days shall be added for the teacher's use during the coming school year. Any of the additional business days remaining at the end of the school year in excess of two (2) will be added to sick leave accumulation.
- B. A leave of absence will be granted a teacher called for jury service. The Board shall pay an amount equal to the teacher's daily salary (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty on which he/she otherwise would have been scheduled to work.
- C. Teachers may be granted three (3) days for a leave of absence with pay for Administration approved visitation at other schools or attending meetings or conferences of an educational nature. Reasons for denial will be given each teacher whose leave was denied. Any teacher who is denied a leave of absence under this clause shall have the right to appeal before the school board.
- D. A teacher who is subpoenaed to testify during school hours in any judicial or administrative matter connected with the school district shall receive his/her full salary for such time. It is expressly understood that this provision shall not apply in the event the teacher is subpoenaed to testify against the school district or Board of Education.

ARTICLE FIFTEEN – UNPAID LEAVES OF ABSENCE

- A. Leaves of absence of up to one (1) year without pay (or extensions of such leaves) may be granted for the following purposes:
1. Educational improvement through further training.
 2. Child adoption.
 3. Joining the Peace Corps as a full time participant.
 4. Becoming an officer of a state association.
 5. Campaign for, or serve in, a public office.
 6. General Purpose Leave:
 - (a) A general purpose leave may be granted for a period of up to one (1) year, subject to the recommendation of the Superintendent and approval of the Board. The granting or non-granting of such leave on a request-by-request basis will not be construed to constitute past practice.
 - (b) Teachers granted a general purpose leave will inform the Board of their intent to return by March 1 of the school year following his/her leave request. Teachers returning from a general purpose leave shall be placed in a teaching position for which they are certified and qualified. Upon written application to the Superintendent, an extension of the general purpose leave may be granted by the Board of Education. No fringe benefits, including but not limited to, sick leave, hospitalization, insurance, disability insurance, dental insurance, life insurance, vision insurance, etc., shall be provided during the leave period. Seniority shall not accrue during an unpaid leave of absence.
- B. If the teacher completed more than a semester's work during the school year in which the leave was taken, he/she will be granted a year's increment for salary and fringe benefits. A teacher who does not return from an unpaid leave until the start of second semester shall be credited with one-half of the allocated sick leave for that school year as defined in Article 13, Section A.
- C. Any person granted a leave of absence under this Article will be allowed to return to a position for which he/she is certified and qualified, provided he/she requested to return no later than March 1 of the school year following his/her leave request.
- When leaves granted under this Article commence on or after February 1, the teacher shall, within thirty (30) days of the commencement of the leave, notify the District of his/her intent to return.
- D. Any teacher who has been denied a leave of absence may have the right to appeal this denial to the Board of Education.
- E. A leave of absence shall be granted for the purpose of child bearing and newborn care at the teacher's request for up to one (1) year. The teacher shall notify whenever possible, the Superintendent's office at least thirty (30) days before the beginning of the leave so that necessary arrangements can be made to procure the teacher's

replacement. In the event of an emergency, leave may commence immediately upon written request.

A teacher returning from parental leave shall be allowed to return to a position for which she is certified and qualified. Assignment to a position for which the teacher is certified and qualified shall be considered as restoration to an equivalent position for purposes of applying the Family and Medical Leave Act. Restoration may be denied in the event of a reduction in personnel under Article Twelve (12) of this agreement if the teacher does not have sufficient seniority to be eligible for a position. The initial leave request shall indicate the expected date of the start of the leave and shall state the date of return. As nearly as possible the return date of the leave shall conform to the beginning or ending of a semester. Teachers may request an extension of this leave for up to one (1) year which may be granted by the Board.

F. Family and Medical Leave Act (FMLA) Leave

1. A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to eligible teachers in accordance with the Family and Medical Leave Act (FMLA) for the purposes permitted by the FMLA. Such purposes include:
 - a. Because of and to care for the teacher's son or daughter upon birth or placement for adoption or foster care. Entitlement to leave under these circumstances shall expire at the end of the twelve (12) month period beginning on the date of the birth or placement of the son or daughter.
 - b. To care for the teacher's spouse, son or daughter, or parent who has a serious health condition.
 - c. Because of a teacher's own serious health condition that makes the teacher unable to perform the functions of the teacher's positions.

For the purposes of this provision, a son or daughter is defined as the biological, adopted, or foster child, or a stepchild, legal ward, or child for whom a teacher is standing *in loco parentis* who is under 18 years old (or 18 years or older and incapable of self-care because of a mental or physical disability); FMLA, Section 101 (12). Parent is defined as the biological parent or an individual who stood or stands *in loco parentis* to a teacher when the teacher was a son or daughter as defined above; FMLA Section 101 (8).

2. To be eligible for a FMLA leave, a teacher must have been employed for at least twelve (12) months, and for at least 1,250 hours during the previous 12-month period, and meet any other eligibility criteria of the FMLA for the particular type of leave.
3. A FMLA leave may be taken on an intermittent or reduced schedule when medically necessary, according to the provision of Section 102(b) of the FMLA. (See Appendix B)
4. Paid accumulated sick leave available to the teacher under the terms of this Agreement and used by the teacher for the same purposes as the FMLA leave,

will be counted as part of the leave time available and used under the FMLA leave.

5. During the period of FMLA leave, the teacher's health insurance benefits shall be continued as required by the FMLA, subject to Section 104(C)(2) of the FMLA. (See Appendix C)
6. All FMLA leaves shall be subject to and administered in accordance with the FMLA and its applicable regulations.
7. FMLA leave can be used in addition to other unpaid leaves listed in this Agreement.

G. Military Leave

To the extent provided by law, military leaves of absence shall be granted to any teacher in the Fowler Public Schools who shall be inducted or who enlists for military duty to any branch of the Armed Forces of the United States. Teachers on military leave shall be given the benefit of any increments, seniority and sick leave allowance which would have been credited to them had they remained in active service to the school system during the period of their military service. Provisions of this leave are also applicable to the obligations of the National Guard-Reserve Component which would demand time away from a teaching position. Teachers fulfilling their obligations to the National Guard-Reserve Component on an intermittent basis shall be allowed to take sick and/or business leave days and be compensated for such time away from their teaching position. The teacher will be required to submit documentation of his/her required attendance at such duties. The teacher shall reimburse the District for the substitute cost on such days, provided the teacher will not be required to reimburse the District for more than the military pay he/she received for that day.

Nothing in this provision is intended to confer upon a teacher any rights in excess of those provided under the Uniformed Services Employment and Re-Employment Rights Act (USERRA) or its successor legislation.

ARTICLE SIXTEEN – GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the expressed written terms of this Agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
 1. The termination or nonrenewal of the employment of any probationary teacher shall be governed exclusively by the procedures and standards of the Michigan Teacher Tenure Act and shall not be subject to the grievance and arbitration provisions of this Agreement.
 2. The discharge or suspension for more than three (3) days of a tenured teacher shall be governed exclusively by the terms of the Michigan Teacher Tenure Act and shall not be subject in any way to the grievance and arbitration provisions of this Agreement.

3. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule shall be at the discretion of the Board.
- C. The Association shall designate a Grievance Committee to handle grievances. The Association shall notify the Superintendent, in writing, of the members of this committee on or before October 1, of each year and any changes thereafter. The Board hereby designates the Principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- D. The term "days" as used herein shall mean days in which school is in session. At the end of the school year, "days" will mean week days.
- E. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants, and the Association Representative;
 2. It shall be 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 or specify that it is a continuing violation;
 6. It shall specify the relief requested.

Any written grievance not filed in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- F. Level One - A teacher shall have ten (10) days from his/her knowledge of the facts of the occurrence of an alleged grievance as defined in Section A to orally discuss the grievance with the Building Principal in an attempt to resolve same. If no resolution is obtained within five (5) days of the discussion, the teacher shall reduce the grievance to writing and submit it to the Principal and the Grievance Committee within ten (10) days from the discussion. Within five (5) days, the Principal will submit his/her response in writing to the Committee.
- G. Level Two - If no resolution is obtained at Level One, a copy of the written grievance shall be filed with the Superintendent or his/her designated agent by the Grievance Committee and/or the grievant within ten (10) days from the receipt of the response from the Principal or the deadline for receipt of the response. Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the Grievance Committee to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or his designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Grievance

Committee, and the building principal in which the grievance arose, and place a copy of same in a grievance file in his/her office.

H. Level Three - Individual teachers shall not have the right to process a grievance at Level Three.

1. If the Association is not satisfied with the disposition of the grievance at Level Two, it may refer the matter for arbitration to the American Arbitration Association by filing a demand for arbitration in writing with the American Arbitration Association within twenty (20) days after the decision of the Superintendent or his/her designated agent. Upon timely filing the demand for arbitration with the American Arbitration Association, the selection of the Arbitrator shall proceed according to the rules of the American Arbitration Association which shall likewise govern the proceedings.
2. Neither party may raise a new defense or ground related to the grievance at the arbitration hearing not previously raised during the grievance procedure, except to challenge arbitrability. A pre-arbitration hearing may be requested by either party, but shall not take place within five (5) days of the arbitration hearing unless otherwise mutually agreed to by the parties.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association, subject to the rights of the Board or the Association to judicial review. Any lawful decision of the arbitrator shall be forthwith placed into effect.

I. Powers of the arbitrator are subject to the following limitations:

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He shall have no power to establish salary scales.
3. He shall have no power to neither change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board which is not inconsistent with this contract.
4. He shall have no power to interpret state or federal law.
5. He shall not hear any grievance previously barred from the scope of the grievance procedure, but shall determine whether the grievance is barred.
6. More than one (1) grievance of similar nature may be considered by the arbitrator.
7. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

J. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the time limits specified, or leave the employ of the Board (except a claim involving a

remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred.

- K. All preparation, filing presentation, or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations except by mutual consent or by order of the arbitrator.
- L. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- M. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
- N. A grievance may be withdrawn at any level without prejudice.
- O. If a grievance involved more than one (1) building, the Association may bypass Level One and proceed directly with the written grievance presented at Level Two.
- P. If the Board disputes the arbitrability of the grievance, the arbitrator shall be requested to first rule on the arbitrability of the grievance and if he/she rules that it is not arbitrable, the grievance will be terminated.

ARTICLE SEVENTEEN – SCHOOL IMPROVEMENT TEAM

- A. Bargaining unit members participating in site-based committee activities including training and scheduled committee meetings, will be compensated in accordance with the terms of the collective bargaining agreement.
- B. Individual membership in a School Improvement Team (SIT) will be voluntary. Participation or non-participation shall not be used as criteria for discipline or discharge.
- C. Recommendations made by any site-based committee shall not violate any of the rights secured to the Board or the Association under this Agreement.
- D. Any provisions of a School Improvement plan or application affecting the wages, hours and/or terms and conditions of employment, or the impact of any wages, hours and/or terms and conditions of employment of any bargaining unit member must be ratified by the Board and the Association prior to being implemented.

ARTICLE EIGHTEEN – NEGOTIATION PROCEDURES

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement agree that the other shall not be obligated to

bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, unless new laws or court decisions require it. Matters of common concern may be subject to negotiation during the period of this agreement upon the request and mutual agreement of both parties.

- B. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.
- C. Negotiations on a succeeding agreement will commence sixty (60) days prior to the expiration of the current agreement.

ARTICLE NINETEEN – MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract shall be expressly made subject to and consistent with the terms of this Agreement.
- C. As soon as possible after ratification by both parties, a copy of the Master Agreement shall be provided to each teacher, Board member and Administrator.

The Association shall produce the document, arrange for the printing and submit the printing invoice to the Board who shall be responsible for payment.

- D. If any provision of this Agreement shall be found contrary to laws of the United States of America and/or the State of Michigan, that provision shall be considered void.
- E. All teachers covered under this Agreement who participated in the production of tapes, publication, or other produced educational material shall retain residual rights should they be copy written or sold by the District.

ARTICLE TWENTY – COMPENSATION

- A. Teachers may be given up to ten (10) years credit, not retroactive on the Salary Schedule.
- B. Teachers may select a twenty-one (21) or twenty-six (26) pay schedule but may not change after selection is made for that school year. The Business Office must be notified by August 1 of the selection. The selection will continue from year-to-year unless the business office is notified of a different selection by August 1.
- C. One-seventh (1/7) of salary shall be provided for an extra class taught by a teacher during a conference period for the school year. Twenty five (\$25) dollars shall be paid to teachers teaching a class for one class period during conference hour except when the

teacher has an extra free period due to class not meeting. Teaching an extra class will be on a voluntary basis as much as possible except in cases of emergency. No teachers are to be used as relief or substitute teachers as part of their regular responsibilities unless the teacher agrees with such an assignment.

- D. Teachers, when required to drive their automobile in the discharge of their duties, or when requested to do so by the appropriate supervisor, shall be reimbursed for miles driven from the shortest distance, may it be home or school, at the current IRS rate, which will be established on the first teacher day of the new school year and the first day of the second semester. Multiple teachers attending the same conference will make an effort to arrange carpooling with their supervisor before the event.

If a conference request from a teacher is approved by his/her supervisor, the District will cover the cost of registration fees, parking fees, overnight accommodations, lunch and dinner expenditures up to five dollars (\$5) per meal for the conference participant. Overnight accommodations for conferences as well as other expenses incurred by the participant will be subject to the approval of the supervisor. The participant is required to provide receipts for all reimbursements.

- E. Teachers requesting pay for additional hours beyond the Bachelor Degree (B.A. + 18 semester hours or Masters Degree) must submit proof of additional hours seven days prior to the beginning of the semester in order to receive additional compensation. In the event the teacher completes the additional coursework by the end of the first semester, then the full step amount will be pro-rated to reflect one-half (1/2) payment at the previous degree level and one-half (1/2) payment at the new degree level. (Example: For the 2003-04 school year, Teacher X who is currently on the BA+18, Step 6, completes the additional coursework for a MA in December, 2003. Teacher X receives one-half (1/2) the difference between BA+18, Step 6, and MA, Step 6. In the year 2004-05, Teacher X will be placed on the MA scale, Step 7.)

- F. The District shall mail paychecks to teachers prior to paydays which fall during holiday periods and during the summer months. Checks will not be available at the schools.

- G. Longevity (all teachers)

For figuring longevity a teacher will be defined the same as Article Two, paragraph B., in the Master Agreement. Years of service with the Fowler Public Schools for longevity will be defined as all years of service as a bargaining unit member in the district, including board approved leaves of absence for up to one year per leave.

1. After thirteen (13) years of service with the Fowler Public Schools, teachers will receive an additional three percent (3.0%) of the pay for the maximum step of the appropriate track of the salary schedule.
2. After sixteen (16) years of service with the Fowler Public Schools, teachers will receive an additional three percent (5.0%) of the pay for the maximum step of the appropriate track of the salary schedule.
3. After nineteen (19) years of service with the Fowler Public Schools, teachers will receive an additional three percent (7.5%) of the pay for the maximum step of the appropriate track of the salary schedule.

4. After twenty-two (22) years of service with the Fowler Public Schools, teachers will receive and additional three percent (10.0%) of the pay for the maximum step of the appropriate track of the salary schedule.
5. After twenty-five (25) years of service with the Fowler Public Schools, teachers will receive and additional three percent (11.0%) of the pay for the maximum step of the appropriate track of the salary schedule.
6. After twenty-eight (28) years of service with the Fowler Public Schools, teachers will receive and additional three percent (12.0%) of the pay for the maximum step of the appropriate track of the salary schedule.
7. After thirty (30) years of service with the Fowler Public Schools, teachers will receive and additional three percent (13.0%) of the pay for the maximum step of the appropriate track of the salary schedule

- H. In lieu of receiving the severance incentive provided for in Article 24, a teacher planning to retire shall receive an additional longevity payment during each of the three years preceding their anticipated retirement in the amount of two thousand dollars (\$2,000) to be paid each year before the end of the fiscal year for additional transitional services rendered to the District. A teacher shall be entitled to receive the final two thousand dollar (\$2000) enhanced longevity payment, providing he/she provides a letter of resignation by June 1 to the District. Upon the receipt of the retirement resignation letter, the District shall make the enhanced longevity payment in the next payroll period. This provision does not apply to teachers currently receiving enhanced longevity under provisions of the 2005/2008 Master Agreement, but shall become effective upon ratification of the 2008/2009 Master Agreement.

If a teacher does not receive six thousand dollars (\$6,000) in enhanced longevity compensation prior to retirement, he/she shall be entitled to receive the remaining amount as a severance incentive to be paid at the rate of two thousand dollars (\$2,000) per year following retirement.

It shall be the teacher's responsibility to notify the Superintendent of his/her anticipated retirement in order for this provision to take effect. The teacher must make application no later than August 1 of the school year for which he/she wants the enhanced longevity payments to commence (for example, application by August 1, 2008, to receive enhanced longevity for the 2008-2009 school year). A teacher shall have the option of receiving the enhanced longevity spread over the course of the school year in his/her regular pay (21/26 payments). A teacher must notify the business office of his/her payment selection at the time of application. A teacher may change his/her selection on a yearly basis, provided he/she notifies the business office no later than August 1 of the present school year. Teachers who wish to suspend payments of longevity shall notify the business office no later than August 1. Nothing herein shall require a teacher to retire after receiving his/her entire longevity payment, nor shall it obligate the District to provide any additional severance incentive. In the event the person must resign due to disability; no notice will be required.

- I. Any bargaining unit member who performs any contractual extra-curricular activity defined in Appendix 2 of the Master Agreement will be provided a contract for their position within the first two weeks of the school year or their respective season.

Positions will be paid in accordance to the defined schedule below. A signed contract must be returned to the supervisor in order to receive the first pay. The second pay will be distributed after the bargaining unit member turns in the Extra-Curricular Duties Completion Form, found in Appendix 2A, to the supervisor.

Pay will be available in two equal payments by the following dates:

Fall coaches: September 30 and November 30
Winter coaches: January 31 and March 31
Spring coaches: April 30 and June 30

All other extra-curricular year long positions: January 31 and June 30

Pay will be available in one payment by the following dates:
Play directors: within three weeks of completion of the play

- J. Teachers will receive a \$50 stipend for each component of the following performance criteria met in the school year. The teacher will notify the building administrator in writing of any of the criteria they intend to fulfill at the pre-evaluation meeting at the beginning of each school year, or at the initiation of any such effort during the school year. A determination of the appropriate stipend will be determined and shared at the end of year evaluation meeting by the building administrator. Should there be disagreement over whether or not a criterion has been met, the issue will be referred to a committee consisting of the association president and the superintendent for discussion and problem solving. Should no agreement be reached by the committee, the determination of the building administrator will stand. The payment of the earned performance stipend will be paid on or before June 30 of that school year.

Performance Criteria:

1. Achieving all specific student growth goals.
2. Earning and coordinating the implementation of a classroom or school-wide grant with a value of goods and services in excess of \$200.
3. Participating in a Board approved pilot program.
4. Presenting at a professional conference, being published in a professional journal, or planning, organizing and presenting a professional development session in the district.
5. Providing uncompensated leadership for a school or district –wide initiative.

ARTICLE TWENTY-ONE – FRINGE BENEFITS

- A. The Board of Education agrees to provide and maintain for a full twelve (12) month period for the teacher and his/her entire family and any other eligible dependents, as applicable and at the teacher's election, the following health care benefits:

1. MESSA-PAK Plan A containing:

- Health - Choices II, \$300/\$600 deductible, Saver Rx, \$10 office visit co-pay, \$25 urgent co-pay, \$50 emergency co-pay, and adult immunizations with XVA2 Rider.
- Dental - Delta Dental Insurance with 100% coverage for Class I and Class II services, and 50% coverage for Class III and Class IV services with rider for two (2) cleanings per year.
- Vision - MESSA VSP-3
- Life - \$25,000 MESSA Negotiated Term Life with AD & D for each teacher regardless of full/part-time status.
- LTD - Long-term disability insurance which will provide for disability pay at sixty-six and two-thirds percent (66-2/3%) of the monthly pay, after a sixty (60) calendar day waiting period and a three thousand dollar (\$3,000) maximum monthly payment.

2. MESSA-PAK Plan B (single subscriber only) containing:

- Dental - Delta Dental Insurance with 100% coverage for Class I and Class II services, and 50% coverage for Class III and Class IV services with rider for two (2) cleanings per year.
- Vision - MESSA VSP-3
- Life - \$25,000 MESSA Negotiated Term Life with AD & D for each teacher regardless of full/part-time status.
- LTD - Long-term disability insurance which will provide for disability pay at sixty-six and two-thirds percent (66-2/3%) of the monthly pay, after a sixty (60) calendar day waiting period and a three thousand dollar (\$3,000) maximum monthly payment.

- B. For those electing PAK B, the Board shall provide a cash option in lieu of medical benefits. The cash option shall be an amount equal to the single subscriber rate of MESSA Choices II (Saver Rx prescription drug card) health insurance provided such payments (including FICA) do not exceed the Board's premium savings from teachers insured in 2010-11 dropping their available insurance plan. The cash in lieu amount will not exceed the Board's obligation for the cost of the contract-determined single subscriber plan. The single subscriber payment amount shall be capped at four hundred fifty dollars (\$450) per month. The cash in lieu payment will not be less than four hundred dollars (\$400) per month.

Upon the unit member's written request, the Board agrees to reinstate the teacher back into the health insurance program during the next open enrollment period, unless there has been a change in subscriber status. In that event, the change shall become effective commencing with the next calendar month.

- C. The Board's insurance contributions shall begin in September of each year and continue for twelve (12) full months. Likewise, beginning September 1, 2011, each bargaining

unit member shall contribute ten percent (10%) toward the cost of all their insurance premiums until August 31, 2012. Except as otherwise arranged, employee contributions shall be withheld via payroll deduction in equal installments. The Board agrees to establish a salary reduction plan within the guidelines of the Internal Revenue Service to afford teachers the opportunity to pay with pre-tax dollars for the out-of-pocket premium deductions set forth above, as well as medical or other qualifying expenses incurred.

- D. The Board will notify each teacher in writing of the insurance coverage being provided by the school district for that teacher on or before the first report date for teachers.
- E. Any teacher having a change in marital, family and/or dependency status shall make the proper amendments to this coverage through the business office within thirty (30) working days of the time that a change in status occurs or from the time of receiving notice of coverage from the District.

Provisions of the insurance carrier shall be in effect if their policies differ from this paragraph.

- F. Regularly employed part-time teachers shall receive prorated subsidies that they may apply toward the purchase of insurance coverage that all other teachers are entitled to. (Example: a teacher teaching two (2) class periods a day would be entitled to a two-sevenths (2/7) of the premium for each benefit.) If the teacher elects not to purchase the health insurance coverage, he/she may elect to have a prorated subsidy of the annuity as described in paragraph B.
- G. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such, any claims disputes are, therefore, not subject to the grievance procedure.
- H. Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters. The employer shall provide all necessary forms and an appropriate amount of time to complete the forms.
- I. The Board, by payment of the premium payments required to provide the insurance coverage, shall be relieved from all liability with respect to the benefits provided by the insurance coverage described. The terms of any contract or policy issued by an insurance company herein shall be controlling as to all matters including, but not limited to, benefits eligibility, commencement and termination of coverage.
- J. Where spouses are both employed by the Board, the Board shall not be obligated to provide dual health insurance coverage. Where spouses are both employed by the Board, one employee must elect the Section 125 Cafeteria Plan.

ARTICLE TWENTY-TWO – VOLUNTARY LEAVE OF ABSENCE

During a period of impending layoffs, the Board of Education may grant a voluntary leave of absence without pay and without paid fringe benefits when such a leave would be to the benefit of the District. A teacher granted such a leave cannot return prior to the established expiration date of the leave without Board approval. At the teacher's request the teacher on leave may be

allowed to substitute teach at the substitute teacher rate of pay. A teacher on such leave may continue insurance coverage at the teacher's expense. Arrangements for the continuation of coverage must be made through the business office at the time the leave is granted. A teacher granted such a leave of absence shall be assigned to a position for which he/she is certified and qualified upon expiration of the leave unless the teacher is otherwise subject to layoff.

ARTICLE TWENTY-THREE – JOB SHARING

- A.
 - 1. It is agreed between the parties of this Agreement that full-time teachers may elect to share positions. For the purpose of this Agreement, job sharing shall be considered a partial leave of absence for full-time personnel.
 - 2. The Board shall, at its sole discretion, determine how many job-sharing opportunities, if any shall be offered each year. The Board will announce in writing to teachers, the benefits of the program, the number of job sharing opportunities for the year, a termination date for applications and the number of teachers that will be granted the program if more than the allotted number apply. The procedures for making this decision shall not be capricious or arbitrary.
 - 3. It is expressly recognized that the employer shall have the sole discretion and authority to approve any given job-share proposal.
- B. The Board and the Association agree that job sharing arrangements shall be restricted to two (2) teachers sharing one (1) full time position.
 - 1. Agreement to share a full time teaching assignment shall commit the teacher(s) for not more than one (1) year and shall expire with the last workday of each school year.
 - 2. The teacher(s) shall have the option of reviewing the established job sharing assignments, creating another job sharing assignment or returning to a position for which they are certified and qualified.
 - 3. While involved teachers may choose the assignment to be shared, it is expressly understood that upon dissolution of the shared assignment, the more senior teacher shall retain incumbent building rights and the junior teacher shall be considered displaced.
 - 4. The junior teacher shall have the right to displace the teacher with the least District-wide seniority provided he/she has the necessary certification and qualifications.
 - 5. Should the junior teacher not possess the necessary seniority, qualifications and certification to affect paragraph four (4) above, he/she shall have the option of creating another job sharing assignment or be subject to layoff.
- C. Job sharing situations shall be arranged by the teachers involved and presented to the District and the Association prior to March 1 annually.
- D. In order to establish a shared job assignment, the involved teacher shall:

1. Submit a proposed schedule of work time and designate the responsibility of each class, i.e., morning and afternoons, first semester, second semester, class hours at the secondary level, etc.
 2. Provide a brief description of how the teaching responsibilities are to be shared.
 3. Provide a brief description of the process to be used in communicating with the immediate supervisor, i.e., attendance records, meetings, parent conferences, etc.
 4. Provide a brief description of how the job sharing arrangements would be introduced to the parents and the students to inform them about consistent classroom procedures, expectations and discipline.
 5. The Superintendent shall have the final approval of these plans and reserves the right to make necessary changes based on District needs.
- E. Teachers in shared job assignment shall accrue seniority and salary schedule credit as if employed full time.
- F. Teachers in shared job assignment receive the prorated of salary which reflects the fraction of time the position is shared and as provided in this Agreement. The teachers shall also receive prorated fringe benefits as provided in Article Twenty-One (21).
- G. Employment in a job sharing position is subject to the terms and conditions outlined in this Article and the Master Agreement negotiated by the Board and the Association.
- H. The teachers involved in the job sharing role shall, whenever possible, be available to substitute for their job sharing partner in the event of the absence of that partner. The teacher substituting shall be paid at the regular substitute teacher rate, but the teacher does have the right to refuse.
- I. The teachers involved in the job sharing position will attend staff meetings, and inservices on a mutually agreed upon prorated basis. Teachers in the job sharing position shall attend the regularly scheduled annual parent- teacher conferences. The mutually agreed amount of prorated time shall be equal to the amount of total prorated time that the teacher would have spent in attending staff meetings and inservices.

ARTICLE TWENTY-FOUR – SEVERANCE INCENTIVE

- A. A Severance Incentive Program shall be offered to the members of the bargaining unit who have fifteen (15) or more years of professional service with the Fowler Public Schools at the time of termination of employment. Time on layoff, on approved leave, or substituting shall not count toward accrued service time.
- B. This incentive will be available only to those members currently employed by and eligible to remain in employment with the Fowler Public Schools.
- C. The severance incentive will be in the amount of two thousand (\$2,000) payable during the first year following termination, two thousand (\$2,000) payable during the second

year following termination and two thousand (\$2,000) payable during the third year following termination. The severance amount shall be distributed in the first paycheck in July of each year.

- D. The Board shall provide all fringe benefits to which the teacher was normally entitled for three (3) months after the termination date, except for teachers terminating mid-year for other employment, who shall be entitled to all fringe benefits for one (1) month after the termination date.
- E. If the Board subsequently employs the teacher as a substitute, it shall be at the regular rate of substitute pay.

ARTICLE TWENTY-FIVE – ANNEXATION/CONSOLIDATION

In the event that there is consideration of annexation, consolidation or other reorganization with one (1) or more districts in whole or in part, the Board shall notify the Association in writing immediately.

Upon request by the Association, the Board will meet with the Association to discuss the plans, and to receive input from the Association. Areas of discussion shall include, but not be limited to: tenure, seniority, wage scale placement, transfers and employment by the successor Board. The Board will insist that bargaining unit members' year of service with the Fowler Public Schools will have identical status with the status of years of service granted other certified employees of the successor-employing district. (This provision specifically includes placement on the salary schedule and longevity benefits offered, and any seniority rights which accrue to employees of the successor employer, etc.)

Both the Association and the Board recognize that the Board may not have any legal authority to assure the continued employment of Fowler teachers in the event of annexation/consolidation, or other reorganization of the existing Fowler School District.

ARTICLE TWENTY-SIX – MENTOR TEACHER

A. Definition and Purpose

In accordance with Public Act 335 of 1993, section 1526, for the first three (3) years of employment in classroom teaching, and a fourth year if requested by the mentee or the evaluating administrator, a teacher shall be assigned one (1) or more master teachers, or college professors or retired master teachers who shall act as a mentor or mentors to the teacher. The building principal shall make the assignment(s). The Mentor Teacher shall be available to provide professional support, instruction and guidance to the mentee. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.

B. Mentor Teacher Assignment

All members of the bargaining unit shall be notified of available Mentor Teacher positions. A Mentor Teacher shall be assigned by the building principal in accordance with the following:

1. Primary consideration for Mentor Teacher positions will be given to tenured members of the bargaining unit with at least five (5) years of classroom teaching experience.
2. Participation as a Mentor Teacher is voluntary.
3. The District shall notify the Association President when a Mentor Teacher is matched with a bargaining unit member (mentee). The assignment of the Mentor Teacher shall be finalized by the building principal within twenty (20) workdays of the knowledge that Mentor Teacher is needed.
4. Every effort will be made to match Mentor Teachers and mentees who work in the same building and have the same area of certification.
5. A Mentor Teacher may not have more than two (2) mentees at any one time, unless agreed to by the teacher.
6. The Mentor Teacher assignment shall be subject to review by the Mentor Teacher and the mentee after each semester. Either the Mentor Teacher or the mentee may terminate the relationship at that time.

C. Relationship of Mentor and Mentee

The purpose of the mentor/mentee relationship is to assist the mentee to: gain an understanding of best practices for quality instruction; provide a one-to-one relationship with a peer as the mentee becomes acclimated to his/her role as a teacher; and ensure that the District's educational philosophy is being imparted to the mentee. To foster this important relationship among peers, the Board agrees that if the Mentor Teacher is a member of the bargaining unit, the Mentor Teacher shall not be involved in evaluating the mentee. Provided, however, the Mentor Teacher may assist the administrator, where needed, with the mentee's Individualized Development Plan and/or in helping to clarify the evaluation. In addition, the mentee shall not be involved in the evaluation process of the Mentor Teacher.

D. Release Time

Release time will be provided if needed to both the mentor and mentee, in coordination with the building principal. It is also understood that time between the Mentor Teacher and the mentee will necessarily take place weekly beyond the normal working day to establish this collaborative relationship. Where possible, the Mentor Teacher and mentee shall be assigned common preparation time.

- E. The mentor and mentee will meet at least two (2) hours a month to enhance their relationship and accomplish the goals of the Mentor program. A record of these meetings will be provided to the principal on a monthly basis on a form to be developed by the administration and association.

F. Compensation

Bargaining unit members will receive a stipend of two hundred and fifty dollars (\$250) per mentee per semester to be paid in two equal payments by January 31 and June 30.

ARTICLE TWENTY-SEVEN – PUBLIC SCHOOL ACADEMIES

To the extent required and permitted under the Public Employment Relations Act, MCL 423.201. *et. seq.*, the Board shall notify the Association of any application for authorization of a public school academy. If requested by the Association, the Board agrees to meet to discuss the impact of the authorization by the Board of a public school academy upon the conditions of employment of bargaining unit members. Any agreement reached between representatives of the Board and the Association shall be subject to ratification by the parties.

ARTICLE TWENTY-EIGHT – PART-TIME TEACHERS

- A. A teacher's salary for part-time employment shall be based on the following percentages:
 - 1. Secondary part-time teachers shall be compensated based on the number of regular periods the part-time teacher is required to teach divided by the number of regular periods a full-time teacher is required to teach.
 - 2. Elementary part-time teachers shall be compensated based on the number of minutes per week the part-time teacher is required to be on duty divided by the number of minutes per week a full-time teacher is required to be on duty.
- B. Each part-time teacher shall be available in the schools an appropriate portion of the prescribed conference period. The appropriate portion shall be based on the number of minutes in a regular plan period multiplied by the percentage of time the part-time teacher is being compensated for in Section A.
- C. Teachers in part-time positions shall receive prorated fringe benefits as provided in Article Twenty-One (21), except for AD & D life insurance which shall be paid in full for each teacher regardless of full/part-time status.
- D. Part-time teachers shall be allowed twelve (12) sick leave days per year. The length of a part-time teacher's sick leave day shall be in proportion to the length of the teacher's regularly scheduled workday. Unused sick leave days shall accumulate as a full day of leave.
- D. Teachers in part-time positions shall accrue seniority and salary schedule credit as if employed full time.
- E. Teachers in part-time positions shall attend staff meetings, records days, and in-service days on a mutually agreed upon prorated basis. Teachers in part-time positions shall attend the regularly scheduled annual parent-teacher conferences. The mutually agreed amount of prorated time shall be equal to the amount of total prorated time that the

teacher would have spent in attending staff meetings and in-services.

ARTICLE TWENTY-NINE – DURATION

All Articles of this Agreement shall be effective September 1, 2011 through August 31, 2012.

**APPENDIX ONE
2011-2012 SALARY SCHEDULE**

hired 1986-87 or before:

	BA	BA+18	MA
Step 11	\$54,140.10	\$56,685.72	\$59,316.60

hired 1987-88 or later:

	BA	BA+ 18	MA
step 1	\$33,599.55	\$34,387.19	\$35,496.58
step 2	\$35,496.84	\$36,289.30	\$37,582.00
step 3	\$37,396.45	\$38,188.89	\$39,781.97
step 4	\$39,299.13	\$40,249.44	\$42,121.36
step 5	\$41,517.55	\$42,467.86	\$44,595.05
step 6	\$43,791.33	\$44,525.34	\$47,212.26
step 7		\$46,746.84	\$49,984.26
step 8		\$49,047.28	\$52,918.24
step 9		\$50,520.61	\$56,021.91
step 10		\$51,797.48	\$59,316.60

No increase from the 2010-11 contract.

APPENDIX TWO – EXTRA-CURRICULAR ACTIVITIES

Band Instructor.....	9.0%
Summer Band Camp.....	2.0%
Vocal Instructor.....	2.0%
HS Yearbook.....	3.0%
(when assigned as regular class)	
HS Yearbook.....	5.5%
(when extra-curricular only)	
MS Class book.....	3.0%
Quiz Bowl.....	2.5%
Play Director (each play).....	4.0%

CLASS ADVISOR

Senior (two).....	2%
Junior (two).....	2.5%
Sophomore (one).....	1.5%
Freshman (one).....	-1.5%

FOOTBALL

Head Varsity.....	10.5%
Asst. Varsity.....	8.0%
Head J.V.....	8.0%
Asst. J.V.....	6.0%

GOLF

Head Varsity.....	5.0%
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CHEERLEADING

Fall	
Varsity.....	4.0%
JV.....	3.0%

Winter

Varsity and Competitive Combined.....	6.0%
J.V.....	3.0%
J.H. Boys Basketball.....	2.5%

Middle School Student Council.....	2.0%
High School Student Council.....	3.0%

BASKETBALL

Head Varsity.....	10.5%
J.V.....	8.0%
Freshman.....	5.5%
8 th Grade.....	4.0%
7 th Grade.....	4.0%

BASEBALL/SOFTBALL

Head Varsity.....	8.5%
J.V.....	5.0%

CROSS COUNTRY

Head Varsity.....	8.5%
7 th and 8 th Grade.....	2.5%

TRACK

Head Varsity.....	8.5%
Asst.....	5.0%
Girls MS.....	2.5%
Boys MS.....	2.5%

VOLLEYBALL

Head Varsity.....	8.5%
J.V.....	5.0%
Freshman.....	4.0%
7 th and 8 th Grade.....	2.5%

DRIVER EDUCATION,

Increase to be same percentage as applied to the current contract year's Teacher Salary Schedule.

ATHLETIC SUPERVISION

Increase to be same percentage as applied to the current contract year's Teacher Salary Schedule.

NATIONAL HONOR SOCIETY.....2.0%

SADD ADVISOR.....2.0%

BPA..... 2.0%

- A. These percentages apply to the appropriate track of the salary schedule and the years of experience in the sport or activity.
1. The salary schedule track is defined as BA, BA+18, MA categories (Appendix 1) and longevity (Article 20, G.).
 2. Step level is determined by the years of experience in the sport or activity.
 3. Those who are not Fowler Public School teachers represented by the FEA shall remain on the BA track. Longevity (Article 20, G.) steps shall apply.
- B. In the event that no one in the bargaining unit applies for an extra-duty position in any year, the Board may hire a person from outside of the bargaining unit. If a bargaining unit member applies for a position held by a non-bargaining unit member, the most highly qualified individual will be selected by the Board. Performance evaluation may be a factor in determining qualifications.
- C. A committee will be formed to consider alternative means to offer junior high and 9th grade extracurricular activities through an alternative community-based structure that may deviate in terms of compensation and organization.

Request for Payment
Extra — Curricular Duties Completion Form

Employee Name: _____ Date: _____

Extra Curricular Assignment: _____

Please submit this form to your supervisor when all responsibilities related to your extracurricular assignment are substantially complete. Please check off the key responsibilities that apply to your position as listed below, and discuss with your supervisor any unfinished tasks related to your assignment.

	<u>Employee</u>	<u>Supervisor</u>
Keys Returned	_____	_____
Uniforms and Equipment Stored	_____	_____
Inventory Complete	_____	_____
Officials Ratings Complete	_____	_____
Assigned Tasks Complete	_____	_____

Signature of Employee: _____

(To be completed by supervisor)

Date request for payment was received from employee: _____

Check off responsibilities as listed above.

When approved to pay, sign and submit to the business office.

Supervisor Signature: _____

Date: _____

Appendix Three
Fowler Public Schools 2011-12 Calendar

Tuesday, August 30 and Wednesday, August 31 Tuesday, September 06 Friday, October 28	Staff reports—In-service Students report End of 1 st marking period—11:30 dismissal (41 staff, 39 student days)
Wednesday, November 09	1:30 dismissal—Parent-Teacher conferences 2:30-5:00
Thursday, November 10	1:30 dismissal—Parent-Teacher conferences 2:30-5:00, 6:00-8:00
Friday, November 11	No School
Thursday, November 24 and Friday, November 25	Thanksgiving recess
Monday, November 28	Classes resume
Friday, December 16	Christmas recess begins at 3:10
Tuesday, January 03	Classes resume
Thursday, January 19 & Friday, January 20	End of 1 st semester—11:30 dismissal Exam schedule & conferences as needed (46 staff & 46 student days)
Friday, February 17	Staff In-service—students do not report
Monday, February 20	No school—Presidents' Day
Friday, March 23	End of 3 rd marking period—11:30 dismissal (44 staff & 43 student days)
Friday, March 30	Spring recess begins at 3:10
Monday, April 09	Classes resume
Friday, April 22	No school—Good Friday
Monday, May 28	No school—Memorial Day
Wednesday, June 06	11:30 dismissal—exam schedule
Thursday, June 07	11:30 dismissal—last day of school (48 staff & 48 student days)

176 student days, 179 staff days

Staff members will be allowed to attend three (3) mutually agreed upon conferences during the school year for professional development days.

In the event that a snow day falls on a half-day, the following school day shall be scheduled as a half-day and the rest of the calendar shall be adjusted accordingly.

Additional days will be added after Thursday, June 07 as needed for make-up.

Fowler Public Schools 2012-13 Calendar

Tuesday, August 28 and Wednesday, August 29 Tuesday, September 04 Friday, November 02	Staff reports—In-service Students report End of 1 st marking period—11:30 dismissal (46 staff, 44 student days)
Wednesday, November 14	1:30 dismissal—Parent-Teacher conferences 2:30-5:00
Thursday, November 15	1:30 dismissal—Parent-Teacher conferences 2:30-5:00, 6:00-8:00
Friday, November 16	No School
Thursday, November 22 and Friday, November 23	Thanksgiving recess
Monday, November 26	Classes resume
Friday, December 21	Christmas recess begins at 3:10
Monday, January 07	Classes resume
Thursday, January 24 & Friday, January 25	End of 1 st semester—11:30 dismissal Exam schedule & conferences as needed (47 staff & 47 student days)
Friday, February 15	Staff In-service—students do not report
Monday, February 18	No school—Presidents' Day
Thursday, March 28	End of 3 rd marking period—11:30 dismissal (43 staff & 42 student days)
Friday, March 29	Spring recess begins at 11:30
Monday, April 08	Good Friday
Monday, May 27	Classes resume
Wednesday, June 05	No school—Memorial Day
Thursday, June 06	11:30 dismissal—exam schedule 11:30 dismissal—last day of school (43 staff & 43 student days)

176 student days, 179 staff days

Staff members will be allowed to attend three (3) mutually agreed upon conferences during the school year for professional development days.

In the event that a snow day falls on a half-day, the following school day shall be scheduled as a half-day and the rest of the calendar shall be adjusted accordingly.

Additional days will be added after Thursday, June 06 as needed for make-up.

APPENDIX FOUR – MENTORING

Fowler Public Schools Monthly Mentoring Log

Mentor: _____ Mentee: _____

Building: _____ Month: _____ Year: _____

Date:	Topic:	Action Plan:	Time: (record in hrs./mins.)

Month's total hours:
(minimum of 2 hours) _____

Signed: _____

(Mentor)

(Mentee)

A mentor is an experienced teacher helping a new teacher adjust successfully to the work of teaching.

Good mentors are:

- ❖ willing to help
- ❖ good listeners
- ❖ eager to meet the needs of new teachers
- ❖ willing to share ideas and suggestions, but don't expect the mentee to be a carbon copy of themselves
- ❖ "good people" and model professionals
- ❖ preferably in similar teaching assignments and in close proximity to the beginning teacher, but this is not critical to successful mentoring

Mentors:

- ❖ help the beginning teacher to learn about the complex job of teaching and to feel good about teaching
- ❖ help reduce the new teacher's workload
- ❖ help new teachers become part of the school community
- ❖ set goals for helping new teachers

Goals for mentors:

- ❖ to help new teachers make a smooth transition into teaching
- ❖ to provide psychological support to help beginning teachers develop and maintain a commitment to experiences
- ❖ to orient the new teacher to both the workplace and the culture of the community
- ❖ to provide ongoing coaching and support
- ❖ to help beginning teachers improve classroom teaching
- ❖ to help new teachers understand their professional leadership responsibilities for designing and implementing curriculum that meets the needs of their students to be successful in state testing as well as school

The following is a list of topics that may be considered when developing both the compliments and suggestions. These are very general guidelines simply intended to help you get started. Please don't feel restricted by them.

- Classroom appearance and usefulness
- Planning and organization of lesson
- Use of instructional time
- Preparation and organization materials
- Goals and expectations for student performance and behavior
- Instructional techniques and strategies
- Positive motivation and rapport with students
- Addressing the individual needs of students
- Use of resources to enhance instruction
- Classroom management and discipline
- Method and appropriateness of evaluation techniques

SAMPLE CHECK LIST FOR FIRST YEAR

AUGUST

- Meet, welcome new teacher
- Take new teacher on tour of buildings (staff room, etc.)
- Introduce new teacher to other staff members
- Make yourself available for burning questions
- Make a special attempt to speak to them on a friendly matter everyday

SEPTEMBER

- Introduce new teacher to unwritten rules and customs within the District
- Informal "drop in" meetings to touch base
- Work on developing a collegial relationship
- Fill in new teacher on the monthly activities
- Assist with classroom management
- **Assist new teacher with drawing up their IPD

OCTOBER

- Classroom management and discipline
- Share resources
- Report cards
- Revise parent conferences, contacts

NOVEMBER

- Feedback from parent conferences
- Keep them informed of professional development opportunities

DECEMBER

- Share holiday units and activities
- Continue verbal and written support and encouragement

JANUARY

- School/classroom procedures for ending and beginning a semester
- Report cards and grading
- Curriculum resources
- Review first term's experiences
- Monthly activities

FEBRUARY

- Continue with observation feedback
- Continue with encouragement and support
- Remind new teachers of professional growth opportunities and professional organizations
- Monthly activities

MARCH

- Continue with new teacher's concerns and needs
- Review end of the quarter grading and report cards
- Monthly activities

APRIL

- Ordering for the following year
- Continue to build new teacher's self-confidence
- Monthly activities

MAY

- Discuss end of the year procedures
- Discuss testing and evaluating end of the year progress of students
- Awards certificates or recognition of students

JUNE

- Concerns of new teachers
- Review year's events
- Evaluated program
- Identifying goals for next year
- Celebration/recognition

APPENDIX FIVE

Fowler Public Schools Teacher Evaluation Form

TEACHER _____ SCHOOL YEAR _____

STATUS: Tenured _____ Probationary 1 _____ 2 _____ 3 _____ 4 _____

BUILDING _____ ASSIGNMENT(S) _____

EVALUATOR(S) _____

CODE: 3 = EXCELLENT
 2 = SATISFACTORY
 1 = NEEDS IMPROVEMENT
 NA = NOT OBSERVED WITHIN THIS LESSON

* *If codes 1 and/or NA are designated by the administrator, the reasons therefore must be set forth in the Principal Comments section.*

I. USES INSTRUCTIONAL TIME EFFECTIVELY

	Provides enrichment materials for students who complete required assignments early
	Focuses students' attention
	Communicates objective and purpose of the lesson
	Uses modeling/rubrics
	Monitors students' comprehension and adjusts methods of presentation accordingly
	Provides guided practice

II. MOTIVATES STUDENTS SUCCESSFULLY

	Offers varied learning activities
	Makes student involvement part of learning
	Uses voice effectively
	Provides student feedback, reviews results
	Sets tasks at correct level of difficulty to ensure student success (individualized instruction)
	Supplies appropriate prompts

	Incorporates technology into instruction
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III. PROMOTES AND REINFORCES POSITIVE STUDENT BEHAVIOR

	Praises students for appropriate behavior
	Varies praise words
	Negatively reinforces inappropriate behavior; follows negative with positive reinforcers
	Appropriately handles inappropriate and/or disruptive behavior
	Treats all students consistently and fairly

IV. DEMONSTRATES PROFICIENCY IN SUBJECT AREA

	Demonstrates sound knowledge of subject area in lessons
	Responds knowledgeably to students' questions on subjects
	Participates in professional development opportunities

V. DEMONSTRATES PROFICIENCY IN ORAL/WRITTEN LANGUAGE

	Pronounces words correctly
	Uses grammatically correct English
	Uses standard English, proper punctuation, and grammar in written communications; writes clearly and legibly

VI. ADHERES TO ESTABLISHED TIME LINES, POLICIES, AND PROCEDURES

	Records daily attendance
	Maintains a current and accurate grade book; (on-line grade-book/hardcopy)
	Reports, grades, etc., are accurate and on time
	Completes lesson plans on time; follows district curriculum & state benchmarks in lesson plans
	Follows building procedures for use of texts, computers, audio-visual equipment, etc.
	Follows building & district rules, regulations, and directives and carries out policies & procedures
	Participates in after school functions: parent-teacher conferences, graduation, open houses, staff meetings, etc.

VII. CONDUCTS APPROPRIATE STUDENT ASSESSMENTS

	Designs assessments to measure what has been taught
	Administers assessments at appropriate intervals
	Uses alternative forms of assessments/rubrics
	Requires optimum performance from each student

VIII. COMMUNITY RELATIONS

	Communicates with parents, community, colleagues, and students in a professional manner
	Promotes parent involvement & works with families to support student learning
	Maintains confidentiality about pupils and families

IX. DEMONSTRATES POSITIVE INTERPERSONAL RELATIONSHIPS WITH STAFF & STUDENTS

	Cooperates with faculty and other staff & students
	Exhibits a positive attitude
	Demonstrates self-control
	Practices good human relations
	Exhibits flexibility

X. CREATES AN APPROPRIATE LEARNING ENVIRONMENT

	Maintains good housekeeping procedures in classroom
	Maintains appropriate bulletin boards
	Maintains orderly book shelves and storage areas
	Demonstrates concern for safety

XI. USES DATA AND APPROPRIATE STRATEGIES TO CREATE AND ATTAIN STUDENT ACHIEVEMENT GOALS

	Establishes written student growth goals based on assessment data analysis.
	Analyzes multiple sources of assessment data to identify appropriate student growth goals.
	Identifies and implements specific instructional strategies to achieve student growth goals.
	Monitors the successful impact of specific strategies, and modifies them appropriately to assure effectiveness.
	Creates a year end report summarizing and analyzing the student growth goals.
	Achieves success in meeting the student growth goals.

XII. EVALUATOR COMMENTS

ADMINISTRATOR:	DATE:

XIII. PROFESSIONAL GOALS: *(To be cooperatively developed during evaluation review.)*

1. _____

2. _____

NOTE: The signature of the teacher indicates that he/she has read the evaluation and is aware of the contents. It does not necessarily imply agreement with this evaluation. Additional pages may be added as necessary.

PRINCIPAL RECOMMENDATION TO THE SUPERINTENDENT

- Continued Probation
 - Recommendation for Tenure
 - Continued Tenure
- Principal's Signature _____
Date: _____

Teacher Response

I have received a copy of this Administrative Performance Evaluation Report and acknowledge I have the right to attach a written response to this report. Copies of an I.D.P. will be attached where applicable.

Teacher
Signature _____ Date _____

Fowler Public Schools
 Teacher Evaluation Criteria
 (Revised November 2010)

1. USES INSTRUCTIONAL TIME EFFECTIVELY

a. Provides enrichment materials for students who complete required assignments early

3	Has enrichment materials available to students daily; students begin working on material when class work is completed without being directed to
2	Periodically directs students to work on enrichment materials to keep students working throughout the entire class period
1	Does not offer or direct students to enrichment materials when students' class work is completed before the class period has ended

b. Focuses students' attention

3	Focuses attention on lessons in an interesting motivating way Uses humor Open ended questions Unique questions & remarks Adds a variety of activities to keep students' attention & focused for the class period Keeps students' interest level high
2	Maintains students' attention Sometimes uses humor Open ended questions Unique questions & remarks Students are generally on track
1	Does not focus students' attention at the beginning of the lesson Insufficient remarks; rarely uses unique questions or remarks Students' interest level is low Students are frequently off track

c. Communicates objective and purpose of the lesson

3	States a clearly achievable objective and purpose for the lesson; clearly and convincingly relates both to students
2	Satisfactorily states the objective and purpose for the lesson; justifies both to students, so that most of the students understand the objective and purpose
1	Does not state objective or purpose for the lesson; does not communicate objective or purpose to students

d. Uses modeling/rubrics

3	Uses effective and interesting modeling/rubrics designed to help students achieve the objective(s) of the lesson; clearly and concisely relates modeling/rubrics to lesson objective(s)
2	Uses modeling/rubrics to help students understand and achieve the objectives of the lesson
1	Does not use modeling/rubrics to illustrate the objectives of the lesson; sometimes uses incorrect or incomplete modeling/rubrics

e. Monitors students' comprehension and adjusts methods before introducing new material

3	Consistently uses varied monitoring strategies; is always aware of individual student's needs and adjusts methods and plans whenever necessary
2	Satisfactorily monitors students' comprehension and adjusts methods when needed
1	Does not monitor students' comprehension; does not adjust methods or plans before starting new material

f. Provides guided practice

3	Provides students with unique, effective practice so they achieve and master the objective or lesson
2	Provides some guided practice related to the objective or lesson; students generally achieve or master the objective or lesson
1	Does not provide any guided practice; little time is allowed for practice; students have great difficulty mastering the objective or lesson

II. MOTIVATES STUDENTS SUCCESSFULLY

a. Offers varied learning activities

3	Uses a wide variety of activities; maintains high student interest level
2	Uses more than one activity in a lesson
1	Does not vary learning activities

b. Makes student involvement part of learning

3	Involves all students in the learning activity; students appear eager to continue
2	Involves a majority of students in the activity
1	Involves only a few students; the majority of the students are passive or involved in other tasks

c. Uses voice effectively

3	Blends effective caring and feeling tones; creates a productive, positive environment
2	Adjusts and uses pleasant and negative tones appropriately
1	Does not adjust tone to situation; constantly uses a neutral tone

d. Provides student feedback, review results

3	Provides immediate and consistent feedback; provides constructive criticism that motivates students to try harder
2	Provides appropriate feedback through the lesson
1	Provides no feedback during the lesson

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e. Sets task at correct level of difficulty to ensure student success

3	Sets tasks at level of difficulty that encourages students to exceed expectations; expects students to complete activities successfully
2	Provides assignments that are at appropriate level of difficulty; designs appropriate activities that lead to success for most students
1	Does not set tasks or design activities at the correct level of difficulty; does not plan activities so that students can succeed

f. Supplies appropriate prompts

3	Immediately recognizes when students need assistance and uses a variety of prompts for students, helping them to succeed
2	Recognizes when students need help and generally gives appropriate prompts so that the majority of students are successful
1	Does not attempt to supply prompts

g. Incorporates technology into instruction

3	Utilizes technology in lessons frequently
2	Uses limited technology within the lessons taught
1	Does not incorporate the use of technology into lessons taught

III. PROMOTES AND REINFORCES POSITIVE STUDENT BEHAVIOR

a. Praises students for appropriate behavior

3	Uses appropriate reinforcers for each student
2	Uses general reinforcers
1	Does not use reinforcers

b. Varies praise words

3	Uses many different words and behaviors; uses varied appropriate methods of praise
2	Uses a few different praise words appropriately
1	Uses no praise words

c. Negatively reinforces inappropriate behavior; follows negative with positive reinforcers

3	Provides effective balance of negative reinforcers for inappropriate behavior
2	Identifies unacceptable behavior; uses negative reinforcement appropriately; usually follows negative reinforcers with positive reinforcers
1	Confuses negative reinforcements with punishment; positively reinforces inappropriate

	behavior; rarely follows negative reinforcers with positive
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d. Appropriately handles disruptive/inappropriate behavior

3	Refrains from making visible or audible response to negative behavior and is successful in eliminating it
2	Uses elimination techniques; usually ignores attention-getting behavior
1	Does not attempt elimination; pays attention to the smallest distractions

e. Treats all students consistently & fairly

3	Always treats all students equally & in a calm, professional, & respectful manner
2	Usually treats all students equally & in a calm, professional, & respectful manner
1	Does not treat all students equally & in a calm, professional, & respectful manner

IV. DEMONSTRATES SOUND KNOWLEDGE OF SUBJECT AREA IN LESSONS

a. Demonstrates sound knowledge of subject area in lessons

3	Clearly articulates a sound knowledge of information so that students learn subject matter effectively
2	Demonstrates adequate knowledge of subject in lessons and uses information in instructional materials appropriately
1	Demonstrates very limited knowledge of subject area in lessons; gives some misinformation

b. Responds knowledgeably to students' questions on subjects

3	Responds with depth of knowledge to questions; answers lead to enhanced learning
2	Answers correctly students' questions on basic facts or concepts; admits any lack of knowledge and remedies it.
1	Cannot answer students' questions on basic facts or concepts.

c. Participates in professional development opportunities

3	Attends & participates in all possible professional development opportunities on site & off site
2	Attends & participates in only required professional development opportunities
1	Does not attend &/or participate in professional development opportunities

V. DEMONSTRATES PROFICIENCIES IN ORAL/WRITTEN LANGUAGE

a. Pronounces words correctly

3	Always pronounces words distinctly, carefully, and correctly; provides an excellent model for students
2	Usually pronounces words correctly

1	Pronounces words poorly, causing students to become confused.
b. Uses grammatically correct English	
3	Communicates effectively and persuasively so that others understand and respond favorably
2	Usually uses standard grammar in spoken English
1	Speaks English at substandard level so that others cannot understand communications and become confused

c. Uses standard English, proper punctuation and grammar in written communications; writes clearly and legibly

3	Written communications (notes to parents, memoranda, emails, etc.) are effectively and clearly written; uses proper grammar and punctuations; writes legibly and neatly
2	Written communications are clearly written and in correct grammatical form; rarely writes illegibly
1	Writes at a level that is below professional standards; makes numerous errors in spelling, punctuation and/or grammar; writes illegibly

VI. ADHERES TO ESTABLISHED TIMELINES, POLICIES, AND PROCEDURES

a. Records daily attendance

3	Attendance is always correct and on time
2	Records daily attendance and transmits on time
1	Attendance often not recorded and must be called for from the office

b. Maintains accurate grade books with names and data

3	Always maintains an extremely neat and professional-looking grade book with names present, data neatly and completely written
2	Maintains a grade book with names present and other pertinent data recorded
1	Maintains a messy, inaccurate grade book; much pertinent data is missing

c. Reports, grades, etc. are accurate and on time

3	Always files accurate and complete reports on time or in advance of timeline
2	Files accurate and complete reports on time
1	Reports, grades, etc. are inaccurate, incomplete and late

d. Completes lesson plans on time; follows district curriculum and state benchmarks in lesson plans

3	Turns in lesson plans on time; follows district curriculum in a creative manner
2	Completes adequate plans following district curriculum

1	Lesson plans are usually late; rarely follows district curriculum
e. Follows building procedures for use of texts, computers, audio-visual equipment, etc.	
3	Always handles materials according to procedures; maintains materials carefully; pays attention to time guidelines when ordering and returning materials
2	Consistently handles all materials according to building procedures and maintains materials carefully
1	Loses or damages equipment; rarely handles materials according to building procedures

f. Follows building rules, regulations and directives	
3	Always follows rules and helps set standards through positive examples
2	Follows rules, regulations and directives
1	Rarely follows rules and continues to break them after being corrected

g. Participates in after school functions: parent-teacher conferences, graduations, open houses, staff meetings, etc.	
3	Attends after school functions
2	Sometimes attends after school functions
1	Rarely attends after school functions

VII. CONDUCTS APPROPRIATE STUDENT ASSESSMENTS

a. Designs assessments to measure what has been taught	
3	Designs tests that reflect subject and skills taught; revises tests as needed; test format is clear, logical and concise
2	Designs tests that reflect subject and skills taught
1	Does not design tests to measure material covered

b. Administers assessments at appropriate intervals	
3	Uses frequent testing not only to record students' progress, but also to future lessons, remedy areas of weakness and plan for future lessons
2	Administers adequate number of tests to reflect students' progress
1	Administers insufficient number of tests per grading period

c. Uses alternative forms of assessment	
3	Uses many alternative forms of testing (portfolios, cooperative learning projects, hands-on measurements, etc.) to measure students' progress; alternative forms of testing are used more than pencil-and-paper tests
2	Uses some alternative forms of testing; relies on paper-and-pencil tests

1	Does not believe in using alternative forms of testing; uses paper-and-pencil tests only to measure students' progress

d. Requires optimum performance from each student

3	Requires high quality work from students; students' work is of excellent quality; overall, student work is superior
2	Requires good quality work from students; students' work is generally of good quality
1	Accepts low quality work from students; majority of students' work is messy, unfinished and of poor quality

VIII. COMMUNITY RELATIONS

a. Communicates with parents in a professional manner

3	Communicates with parents in a highly professional manner; problems are always resolved at the teacher-parent level which reflects well on the teacher and the district.
2	Communicates with parents in a professional manner; problems are generally resolved
1	Although well-intentioned, communicates with parents in ways that lead to more problems, conflicts, and complaints

b. Promotes parent involvement & works with families to support student learning

3	Contacts and communicates with parents; prepares sufficiently for meetings; directs meetings for productive and positive outcomes
2	Limited parent involvement. Contacts parents when necessary; meetings generally lead to productive outcomes
1	Does not contact and/or meet with parents unless forced by the principal; no parent contacts except for regularly scheduled school conferences

c. Maintains confidentiality about pupils and families

3	Handles information in a thoroughly discreet manner; discusses situation only with proper authorities, so that no one is harmed; adheres strictly to building and district procedures
2	Handles information discreetly; gives information to appropriate persons only
1	Handles information very indiscreetly; discusses situation with those who have no legitimate right to know, so that others are harmed; does not follow building or district procedures

IX. DEMONSTRATES POSITIVE INTERPERSONAL RELATIONSHIPS WITH STAFF AND STUDENTS

a. Cooperates with faculty and other staff

3	Initiates projects with other staff members
2	Cooperates with other staff members
1	Does not cooperate with other staff members

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b. Exhibits a positive attitude

3	Exhibits a professional positive attitude toward staff, parents, students, and administrators
2	Usually exhibits a positive attitude
1	Exhibits negative and/or unprofessional attitude

c. Demonstrates self control

3	Maintain a controlled manner even in crisis or stressful situations
2	Maintains a controlled manner
1	Behaves in a manner that reflects badly on the district, staff, students, etc.

d. Practices good human relations

3	Perceives the needs and concerns of others; tactfully and effectively deals with people; takes steps to prevent the development of negative situations
2	Perceives the needs and concerns of others and tactfully deals with people a majority of the time
1	Does not recognize the needs and concerns of others; actions and remarks contribute negatively to situations; always puts self first

e. Exhibits flexibility

3	Resilient to all & any unforeseen adjustments and changes, in a professional manner
2	Usually adapts to any unforeseen adjustments and changes, in a professional manner
1	Rigid to unforeseen adjustments and changes and may act in an unprofessional manner

X. CREATES AN APPROPRIATE LEARNING ENVIRONMENT

a. Maintains good housekeeping procedures in classroom

3	Room is neat and clean, floor is uncluttered; students follow procedures to maintain a neat classroom
2	Room is usually clean and neat; floor is usually uncluttered
1	Room is messy and cluttered; trash is on the floor

b. Maintains appropriate bulletin boards

3	Bulletin boards, centers, and displays are attractive, timely, and creative
2	Bulletin boards, centers, and displays are complete

1	Bulletin boards, centers, and displays are rarely used.
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c. Maintains orderly book shelves and storage areas

3	Shelves and storage areas are neat and orderly, so that anyone can find necessary material
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2	Shelves and storage areas are usually neat and orderly
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1	Maintains messy shelves and storage areas; items are out of order so that no one can find materials.
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1	Maintains messy shelves and storage areas; items are out of order so that no one can find materials.
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d. Demonstrates concern for safety

3	Follows safety rules; plans for and takes the initiative to provide for students' security
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2	Follows safety and security rules
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1	
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XI. USES DATA AND APPROPRIATE STRATEGIES TO CREATE AND ATTAIN STUDENT ACHIEVEMENT GOALS

a. Establishes written student growth goals based on assessment data analysis.

3	Annually creates two or more written measureable student growth goals based on an analysis of student performance data.
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2	Annually creates one or more written student growth goals based on an analysis of student performance data.
---	---

1	Does not annually create written student growth goals based on an analysis of student performance data.
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b. Analyzes multiple sources of assessment data to identify appropriate student growth goals.

3	Identifies and uses two or more measureable sources of student performance data to create student growth goals.
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2	Identifies and uses one or more sources of student data to create student growth goals.
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1	Does not identify or use student data to create annual student growth goals.
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c. Identifies and implements specific instructional strategies to achieve student growth goals.

3	Identifies and implements two or more specific research based instructional strategies intended improve student achievement on student growth goals.
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2	Identifies and implements one or more specific instructional strategies intended improve student achievement on student growth goals.
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1	Does not identify or implement specific instructional strategies to achieve student growth goals.
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d. Monitors the successful impact of specific strategies, and modifies them appropriately to assure effectiveness.

3	Implements a process to monitor the success of instructional strategies and regularly modifies strategies where necessary to improve effectiveness.
2	Informally monitors the success of instructional strategies, and modifies some of them during the year to improve effectiveness.
1	Does not monitor or modify instructional strategies to assure effectiveness.

e. Creates a year end report summarizing and analyzing the student growth goals.

3	Creates a thorough year end report summarizing and analyzing data based progress on student growth goals.
2	Creates a brief year end report summarizing and analyzing progress on student growth goals.
1	Does not create a year end report summarizing and analyzing progress on student growth goals.

f. Achieves success in meeting the student growth goals.

3	Shows successful achievement on all student growth goals.
2	Shows successful achievement or improvement on some student growth goals.
1	Does not show successful achievement or improvement on student growth goals.

APPENDIX SIX

CONFERENCE REQUEST FORM

Name: _____

Conference: _____

Date of Conference: _____ Location: _____

Cost of Registration: _____

Estimate of Mileage: _____

Cost of Overnight Accommodations (if approved): _____

Number of Meals Required (if not part of registration):

Lunch: _____

Dinner: _____

Other staff members attending the same conference:

Number of days required for a substitute: _____

Describe how your attendance at this conference will assist you in meeting goals for your classroom and overall benefit Fowler Public Schools:
