



PROFESSIONAL EMPLOYMENT CONTRACT

BETWEEN

FOWLERVILLE BOARD OF EDUCATION

AND

FOWLERVILLE EDUCATION ASSOCIATION

2021-2024

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PROFESSIONAL EMPLOYMENT CONTRACT

This Contract is entered into this 1st of July, 2021 between the Board of Education of the Fowlerville Community Schools, hereinafter referred to as the "Board," and the Fowlerville Education Association/MEA-NEA, hereinafter referred to as the "Association."

WHEREAS the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965 to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment,

THEREFORE, the purposes of this Agreement are to set forth the wages, salaries, hours and other terms and conditions of employment that shall prevail for the duration of this agreement and to promote orderly and peaceful Employer/Employee relations for the mutual interest of the Board, the faculty, the Association, and the children who attend the schools in this District. Recognizing that providing a quality education for the children in the Fowlerville District is the aim and obligation of the parties hereto, the Board and the Association for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE I

RECOGNITION

Section 1: The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379 Public Acts of 1965 with respect to wages, hours, terms and conditions of employment for all professional teaching personnel, including personnel on tenure, on probation, classroom teachers, guidance counselors, librarians, and alternative education teachers but excluding all others such as but not limited to superintendent, principals, substitutes, preschool, adult education, and community education program personnel. A teacher acting as athletic director is considered a supervisor and excluded only in his or her position as athletic director.

The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this agreement.

The term "teacher" when used hereinafter in the agreement shall refer to all employees represented by the Association in the bargaining unit as defined above.

ARTICLE II

RIGHTS OF THE BOARD

Section 1: The Board hereby retains and reserves unto itself all powers, rights and authority conferred upon and invested in it by the school code and the laws of the State of Michigan, the Constitution of the State of Michigan, and/or the United States. Such rights and authority shall include, by way of illustration and not by way of limitation, the right to:

- (a) Hire and contract with such duly qualified teachers as may be required;

- (b) Make and enforce suitable rules and regulations for the general management of the general care and custody of the schools and the preservation of the property of the District;
- (c) Establish and carry on such grades, schools and departments as it shall deem necessary or desirable for the maintenance and improvement of the schools;
- (d) Make reasonable rules and regulations relative to anything necessary for the proper establishment, maintenance, management and carrying on of the schools.
- (e) Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operations, the means, methods and processes of carrying on the work.

Section 2: In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to the establishment of education policies, the construction, acquisition, and maintenance of school buildings and equipment; the evaluation, discipline, promotion, and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to the work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority.

Section 3: The Association recognizes that the Board has responsibility and authority to manage and direct all the operations and activities of the School District to the full extent authorized by law, provided that such rights and responsibilities shall be limited only by the specific and express terms of this agreement and then only to the extent that such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III

ASSOCIATION MEMBERSHIP RIGHTS

Section 1: The Board specifically recognizes the right of its employees to appropriately invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency.

Section 2: The Association and its members shall have the right to use school building facilities Monday through Friday after completion of required duty time and required meetings to midnight and weekends, 1:00 P.M. to midnight for Association meetings. The facilities used shall be scheduled with and approved by the building principal. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards in the faculty planning room, the PA system at times of regular announcements, and the weekly bulletin shall be made available for meeting announcements to the Association and its members. The District will allow the FEA 30 minutes on opening day morning to meet for a general membership meeting. The time will be mutually agreed upon.

Section 3: The Board agrees to make available to the Association, upon request, any and all information which is related to or necessary for the proper processing of grievances or complaints and that information which the Association is entitled to by law for the purpose of collective bargaining.

Section 4: The Association may use the following school equipment: instructional computers, typewriters, copy machines, duplicators, and AV equipment with prior approval of the building administrator at reasonable times when such equipment is not otherwise in use. The Association shall pay the cost of materials and supplies incidental to such use.

Section 5: The Board of Education will provide the FEA with up to one hour on the new employees orientation day.

Section 6: Any teacher employed by the Board may apply for membership in the FEA (which includes membership in the MEA and NEA) according to the MEA membership and Legal Representation policies.

Section 7: Upon appropriate authorization from the bargaining unit member, the Board shall remit within fifteen (15) working days all monies to the appropriate business for annuities, credit union, or other programs approved between the Employer and the Association.

Section 8: The District will consult with the Association as soon as feasible whenever there appears to be compliance problems with teacher qualifications (such as certification, accreditation, and Every Student Succeeds Act [ESSA] requirements.)

Section 9: The Administration shall, upon request, furnish the Association with a complete list of the membership of each active district-wide committee that has been established, or is required, by provisions of this Professional Employment Contract.

District-Wide Committees:

SERHAB (Sex Education Reproductive Health Advisory Board)

K-12 School Improvement

Positive Behavior Support

ARTICLE IV

PROFESSIONAL COMPENSATION

Section 1: The salaries of teachers covered by this agreement are set forth in Appendix A-1, which is attached to and incorporated in this agreement.

Section 2: The Board agrees that in addition to the annual salary of each employee it will pay a percentage of the individual's gross salary to the Michigan Public School Employees' Retirement System (MPSERS) at the rate determined by MPSERS.

Section 3: The salary schedule is based upon a normal weekly teaching load in accordance with the adopted school calendar during normal teaching hours. For extra work required in excess of the recognized teaching responsibilities, the teacher shall be entitled to additional compensation at an hourly rate determined by $\frac{1}{6}$ of $\frac{1}{(\text{number of teacher work days})}$ of the teacher's school year contract. The Board shall be entitled in its sole discretion to reschedule any days lost in the event school is closed due to strikes by employees of the Board. The rescheduling of such days shall not entitle employees to additional compensation over and above their regular contracted salary.

Section 4: Teachers shall not be required to report more than four (4) working days prior to the beginning of classes at the beginning of the school year, and the last work day will be the same as the last student day provided all regular teaching duties have been completed. New teachers may be required to report for one additional day for orientation in the week of or the week prior to teachers' first contractual report day. One additional new teacher orientation day may be required provided,

however, that except during the week prior to the scheduled opening of school, no new teacher shall be required to be absent from another job nor absent from any classes in which they may be enrolled.

Section 5: The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.

Section 6: Teachers participating, during the school day in a formal proceeding under the guidance of the Michigan Employment Relations Commission, an arbitration, or any other meeting mutually agreed to by the parties shall be released from regular duties without loss of salary. Participation shall be defined as follows:

- (a) Mediation - The Association's bargaining team (not to exceed the number which was involved in negotiations prior to request for mediation), its president, and two (2) other members.
- (b) Arbitration - Witnesses who actually testify, the grievance committee chairperson, the Association president, the building representative who presented the case, and/or the teacher who is the subject of the grievance. Attempts shall be made to schedule witnesses so that they are released from regular duty only for the time necessary to give testimony.
- (c) Other meetings - Meetings which are mutually agreed upon by the parties.

It is understood and agreed that every attempt shall be made to schedule the above described proceedings at a time when school is not in session.

Section 7: At the beginning of each school year, each teacher shall receive Twenty-six (26) equal amounts payable bi-weekly during the year. Payment for Appendix B positions and Longevity shall be issued in two separate regularly scheduled salary payments. Non-athletic Appendix B positions will be paid in the last regular pay in May, and Longevity will be paid in the first regular pay in June.

Section 8: The Board agrees that the Association shall be allowed up to twelve (12) days with pay to attend to Association business each year, provided the Association gives the Board at least seven (7) days' notice (or approval of the Superintendent if less than seven (7) days notice) of the person who shall attend and the dates of attendance and provided further that the Association reimburse the Board for the salary expenses incurred by the Board employing the substitute teacher and the Association unit member's retirement cost.

Section 9: The summer program is a continuation of the school program for the school year ending June 30. Summer school teachers shall be paid according to the salary schedule in Appendix H. Steps are based on years of summer school teaching experience in the District. Summer school teachers who teach three (3) hours of direct instruction shall be paid the established summer school classroom rate and one additional hour for instructional planning per day. Summer school teachers who teach more or less than three (3) hours of direct instruction shall be paid the established summer school classroom rate prorated for instructional planning per day. For Summer School instruction using distance learning see Appendix H. Summer school teachers may be given additional hours for instructional planning, both before and after the summer school program.

Section 10: Credit for experience for new hires shall be evaluated by the Board and credit may be allowed whenever the prior service of the teacher is satisfactory. Experience from another school system will be accepted only if the experience was earned while the teacher had a provisional, permanent, professional, advanced professional, or continuing certificate. Any teacher commencing service with the District may be credited with previous years of satisfactory teaching experience up to a maximum of five (5) years. Teachers shall be advanced one (1) step on the salary schedule for between one (1) and three (3) years of active military service and two (2) steps for active military service in excess of three (3) years. When a new unit member has been hired, the administration

shall send a letter with said terms via US Postal Mail to the member's residence, as well as place a copy of the letter in the member's personnel file.

Section 11: Lane changes and steps become effective on the first pay period of a new school year. Teachers who actively worked at least 3/4 of the preceding school year shall be entitled to advance a full step. Teachers who actively worked between 1/4 and less than 3/4 of the preceding school year shall be entitled to advance one-half (1/2) step. Teachers who have completed the necessary coursework to change lanes must provide proof of such work, official transcript or signed letter from the educational institution, at least 14 calendar days prior to the first pay period of the new school year. Documentation submitted by September 30th will be accepted and paid by the next feasible pay period but will not be retroactive. Teachers who submit proof after September 30 will have their lane change made effective the following school year. Teachers are encouraged to inform Human Resources in writing of any lane changes, contemplated changes in certification, or majors/minors by May 1 of each year.

Section 12: Teachers shall be compensated for sponsorship of extracurricular activities only as provided in Appendix B scheduled activities.

Section 13a: Teachers may elect during their contractual work hours to accept an assignment to substitute for another teacher and shall be paid the hourly rate of \$35.

Section 13b: Whenever a co-teacher in grades 6-12 is absent and a substitute teacher is not scheduled, the classroom teacher shall be paid the hourly rate of \$35.

Section 14: Part-Time Teachers- Teachers teaching less than a full load in the junior high school and the high school will receive a salary based on the formula as follows: Teacher salary [Appendix A-1] will be divided by total contractual teacher work days to obtain a daily rate. Then it will be divided by the total minutes of instruction and planning for the assigned building to calculate a per minute rate. This number is then multiplied by the number of minutes the teacher will be teaching [including supervision and passing time]. This number is then multiplied by the number of days [including professional development, in-service, and parent/teacher conferences] that the assignment will be in effect. Part time teachers teaching 1-2 hours will receive 30 minutes preparation time. Part time teachers teaching 3 or more hours will receive the same amount of preparation time as a full time teacher.

Section 15: Once teachers have completed credit requirements for college courses, they will be reimbursed \$80 per semester hour for courses that meet prior administrative approval, courses that are pertinent to the improvement of their teaching skills and proficiency, courses taken in a degree-seeking program within the field of education, or courses which relate to an advancement in position in the logical development of an educational career, i.e., educational administration, etc. Proof of such work must be presented to Human Resources within 6 months of completion of the course(s). Accepted proof would include an official transcript, a grade report, a signed letter, or an unofficial transcript provided that any of the latter three gives the name of the institution/university, the course taken, and the date of successful completion.

Section 16:

The teachers' work year is listed below:

<u>Elementary</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
Student Days	180	180	180
Welcome Back Work Day	1	1	1
Conferences (full day)	1	1	1
Compliance (self-scheduled)	1	1	1
<u>PD days (3 flex, 2 scheduled)</u>	<u>5</u>	<u>5</u>	<u>5</u>
TOTAL	188	188	188

<u>Secondary</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
Student Days	181	181	181
Welcome Back Work Day	1	1	1
Conferences (full day)	0	0	0
Compliance (self-scheduled)	1	1	1
<u>PD days (3 flex, 2 scheduled)</u>	<u>5</u>	<u>5</u>	<u>5</u>
TOTAL	188	188	188

Teachers do not have to report when school is called off due to inclement weather or other emergency conditions as defined by the State School Aid Act. Such cancelled days and instructional hours not already scheduled in the school year calendar shall be rescheduled to comply with State requirements by adding all such days and instructional hours to the end of the school year. Teachers shall report to work on the rescheduled days and hours.

Section 17: A librarian, at each level, may be required to work two (2) days in advance of the reporting day for teachers at the opening of school each year and may be required to work additional days before the opening of school or past the closing of school as determined appropriate by the Employer to properly file, shelf, catalog, and otherwise prepare for the opening and closing of the buildings. For this, they shall be paid at a rate equal to their per diem pay rate.

Section 18: Testing Out - After students go through the required procedures for consideration of testing out of a specific class, the administration will contact the teacher, in order of seniority in the department, currently teaching the class for the purpose of providing the appropriate components of the testing out program. Teachers will be compensated for the time needed to provide the appropriate components of the testing out program, including but not limited to preparation, administration, if necessary, and assessment evaluation. The instructor will be compensated at an hourly rate based on the fourth year of the MA track.

Section 19: Mentoring - The District will compensate teachers who volunteer for providing mentoring assistance to other teachers who are in their first three years in classroom teaching assignments or who are being placed on an IDP. The District and Association will mutually agree on the guidelines and responsibilities for mentors (See Appendix F.) Compensation will be paid as a Schedule B position. Experience will begin with the 2001-2002 school year and only one year of experience will be earned per year regardless of the number of teachers mentored.

Section 20: Teachers serving on the Sex Education Reproductive Health Advisory Board will be compensated \$35 per hour for after school SERHAB meetings. A teacher serving as a chairperson will receive 2.5% on Schedule B.

Section 21: Students who are independently completing online courses on-site during the regular school day shall be assigned to the media center. The media specialist will mentor these students without any additional compensation.

ARTICLE V

LEAVE BENEFITS

Section 1: Any teacher absent from duty because of personal illness or injury shall be paid their full salary for the period of such absence, not to exceed a total of ten (10) sick days in any one year

except where additional sick leave days have been accumulated. Said accumulation shall not exceed one hundred fifty (150) days. The employee will complete and submit an absenteeism report to the building secretary. The days of sick leave shall be credited to the teacher on the first day he/she reports for duty in each school year. At the beginning of each school year each teacher shall be credited with the number of days of sick leave not used during the previous years of service in this school system, subject to the maximum one hundred fifty (150) day accumulation requirement. Sick leave information will be provided to teachers on their paycheck record. Should a special situation arise, the Board may, on petition of the Association, grant additional sick leave to individual employees. Should the petition not be granted, the Board shall inform the Association in writing of the reasons for the decision. Any teacher leaving the school system who has used such sick days in excess of their allowance (e.g., at the rate of one (1) day per month) shall have such sick leave pay deducted from their final check. Sick leave with pay will be granted to the extent of the employee's unused accumulated sick leave for the following reasons:

- (a) Personal illness of a nature that prohibits successful fulfillment of duties;
- (b) Quarantine of an employee;
- (c) Illness in the immediate family of the employee, limited to parents, siblings, spouse, guardian, or child or ward;
- (d) Emergency situations determined at the discretion of the superintendent;
- (e) Illness or disability due to pregnancy;
- (f) Sick leave compensated under Workers Compensation, or other insurance provided by the system shall be administered in the following manner:
 - 1. The teacher shall receive from the system the difference between the insurance and their regular salary until such time as their sick leave day accumulation has been exhausted;
 - 2. The teacher's leave day accumulation shall be charged in the same proportion as the difference in regular salary paid by the District in #1 above computed to the nearest one-half ($\frac{1}{2}$) day.

The Board reserves the right to require a doctor's statement of the member's condition of any illness.

Section 2: Termination - Upon resignation or upon retirement in accordance with the Michigan Public School Retirement Act or in the event of the death of the employee, any employee with ten (10) calendar years of service or more may redeem up to ninety (90) accumulated sick leave days at the rate of \$50.00 per day. In the event of death, the estate will be paid the money.

The 403(b) Qualified Retirement Plan for Accumulated Sick Leave Pay/Incentive Pay/"Special Pay" (403[b] vendor on the District approved list) is as follows:

- (a) All employees who are eligible for accumulated sick-leave pay and/or Flat Fee Incentive Pay shall participate in this program;
- (b) All accumulated sick-leave pay, health care waiver payment, and/or Flat Fee Incentive pay shall be paid by the employer to an approved 403(b) account provider by June 30th;
- (c) Employees who are 55 years or older by December 31st of the year in which they resign, shall have all amounts from above places in the 403(b) account by the timelines listed above and shall incur no penalty for immediate withdrawal;

- (d) Employees who are less than 55 years old by December 31st of the year in which they resign and take distribution shall be subject to a 10% penalty for any withdrawal prior to age 59.5. To offset this penalty, any employee who is less than 55 years old before December 31st of the year in which they resign, shall receive an additional 2.35% of their total deposit added to the 403(b) account.

Section 3: Purchase of Sick Days – Teachers who have accumulated ninety (90) or more sick days by April 1 of each contract year may sell back to the District up to twenty-two (22) sick days in excess of ninety (90) sick days at the rate of \$55 per day, which will be subtracted from the employee's total days. The employee will complete and submit the necessary paperwork on May 1st to Human Resources in the Central Office. Sick day compensation will be paid with longevity in the first regular pay of June of the same fiscal year.

Section 4: Personal business is an activity of a nature that requires the teacher's presence during the school day and cannot be attended to at another time or day. Personal business leave shall, when possible, be requested in writing five (5) days in advance. Three (3) personal business leave days per year will be granted, providing substitutes are available. A personal leave day shall not be granted for the day preceding or the day following holidays or vacations, the first and last days of the school year, or three consecutively except with approval of the superintendent. No personal leave shall be granted to a teacher on scheduled in-service days. (The third business days will be charged against the sick leave allowance). At their discretion, the Superintendent may limit the number of applications to no more than three (3) per building on any given Friday.

The Superintendent may allow a business day with less than five (5) days' notice in the event of extenuating circumstances, which could not be reasonably known prior to the request. Any unused personal business days shall be accumulated as sick leave days.

Section 5: Leave of absence with pay will be granted for each day necessarily lost from work for the following reasons and not be charged against sick leave:

- (a) Death of a spouse, sibling(s), parent(s), step-parents, guardian(s), children, step-children, or ward(s) not to exceed five (5) days. Two (2) days per year may be used per death of an employee's grandparents, mother-in-law, father-in-law, grandchild, niece, nephew, aunt, uncle, brother-in-law, or sister-in-law. Other deaths are covered under personal business leave, Section 4 above;
- (b) Emergency situations may be handled at the discretion of the superintendent;
- (c) Conferences, conventions, or visitations to other schools when approved by the administration.

Section 6: Any pregnant employee shall notify the building principal and human resources of her/his pregnancy and expected date of delivery for staff planning purposes. Upon written request, said employee shall be granted a maternity and child care leave of absence for a period of up to one (1) calendar year and may use unused accumulated sick leave for the period of physical illness or disability due to pregnancy during said leave. In the event the employee fails to return to work upon the expiration of said leave, she/he shall be terminated and forfeit any further rights she/he may have under this agreement or individual employment contract.

- (a) Leaves of absence shall commence at such time as the teacher is unable to continue on active duty due to her/his disability due to pregnancy. The leave will end when the employee submits a doctor note certifying that she/he is able to return to work without restrictions.
- (b) In the event of an adoption of a child, any teacher shall upon written notification to the superintendent be granted a child care leave of absence for a period of up to one (1) calendar year.

Section 7: A teacher called for jury duty or called by the Board to give testimony as a witness, not as a defendant, before any judicial or administrative tribunal or in an arbitration, negotiation, mediation, or fact-finding proceeding shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation if it is necessary to be absent for performance of the regular job for which contracted. The teacher must notify administration immediately upon notification of such duty to allow replacement or cancellation of such duty. This provision will not be observed if the teacher is called for such duty as an obligation of an elective position, such as but not limited to township official, etc.

Section 8: Absences not covered in the above items will result in the deduction in the salary equal to 1/(number of teacher work days) of the total salary per year.

Section 9: When a teacher has exhausted all sick leave credits and sickness and accident benefits, he/she shall be eligible for a medical leave of absence without pay not to exceed twelve (12) months, provided he/she submits medical proof of inability to perform normal teaching duties. During the said twelve (12) month period, the Board may request medical re-certification of inability to perform normal teaching duties. Such leave may be renewable annually upon the request of the teacher.

Section 10: Teachers may submit requests for leaves of absence without pay to the Board for consideration. Any teacher may request an unpaid professional improvement leave of absence. Such leaves may be taken for the purpose of advanced coursework, educational research, educational travel, or on the job practical experience in the teacher's field. The requests shall be in writing and shall contain a full explanation of the reasons for the desired leave of absence. The application shall be submitted to the superintendent for recommendation to the Board. The Board shall consider the request and provide an answer granting or denying the leave of absence as requested. The Board may indicate an alternative arrangement for leave of absence in its answer, which the teacher may accept by submission of an amendment to the original application. Seniority and wage increments shall not accrue during a leave of absence, subject to Article XI, Section 1. The maximum length of any leave shall not exceed two (2) years and shall be reviewed subject to Board approval on an annual basis.

Section 11: After fifteen (15) years of service in the Fowlerville Community Schools any teacher may request an unpaid personal leave for an entire school year. Such a request must be submitted in writing to the superintendent by April 1 for the ensuing school year. The Board will approve one such request per year, provided all conditions are satisfied, on a first come first serve basis by June 1. The Board may approve additional requests in its sole discretion. A teacher granted such a leave will not receive District paid insurance or other benefits during the leave nor will the teacher accrue seniority during the leave. The teacher will have no right to return during the leave. A teacher on such a leave must confirm their intent to return or not return to employment in writing by April 1. Upon return from this leave, the teacher shall return to a position for which s/he is certified and highly qualified to teach.

Section 12: Employees may take 12 weeks of family medical leave in accordance with the Family Medical Leave Act (FMLA) and Board Policy. It is the responsibility of the employee to notify the District if three sick or family illness days are used consecutively. The district shall use a rolling year for leaves. Failure of an employee to return from leave on the employee's own volition shall require the employee to reimburse the district for the health insurance premiums paid by the district. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12 month period is entitled to 12 work weeks of leave during any 12 month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

- (a) due to the birth of the employee's child in order to care for the child;
- (b) due to the placement of a child with the employee for adoption or foster care;

- (c) due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
- (d) due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Any leave taken under this Contract for the above purposes shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act at the election of either the Board or the teacher. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

This shall not reduce any benefits guaranteed by this Agreement, and will be discussed between the Central Office and the employee.

Section 13: Attendance Incentive: Teachers with two or fewer absences per semester will earn an incentive of \$200 per semester (total of 2 semesters per year.) An additional \$200 will be earned if this attendance pattern is achieved both semesters (for a potential total of \$600 per year.) School Business, Union Business, Jury Duty & Bereavement days are excluded. These incentives will be paid out in the last pay in February (for 1st semester) and in the last pay in June (for 2nd semester and full year incentive, if applicable.) One absence is defined as a half-day (½) day or one full day of being absent from work.

ARTICLE VI

FRINGE BENEFITS

The Board shall participate in the Livingston County Health Care Consortium (Consortium.) The Parties voluntarily waive and relinquish their respective rights under the Public Employment Relations Act (PERA) for the period that is stated in the Livingston County Healthcare Consortium to negotiate any contrary durational commitment with regard to the procurement and maintenance of the specified insurance products and employee benefits plans through the Consortium. The District and the Association agree that their designation of specified insurance products and employee benefit plans through the Consortium satisfies their mutual obligation to bargain over the benefits, policy specifications, and coverage of those insurance products and employee benefit plans, and that neither party shall be obligated to bargain with respect to those matters for the duration of the commitment to maintain those insurance products and employee benefit plans as indicated in the Consortium contract.

The Consortium Agreement shall not waive, qualify, or diminish in any way the respective rights and obligations of the District and the Association to negotiate over allocation of premium responsibility between the District and enrolled Association bargaining unit members for the insurance products and employee benefits plans in which those individuals and their eligible dependents (if applicable) are enrolled subject to the restriction on District expenditures for medical benefit plan costs under the Publicly Funded Health Insurance Contribution Act. Nothing in the Consortium Agreement constitutes a limitation on the obligation of the District to comply with those provisions of state or federal law that limit or regulate the amount of District payment for medical benefit plan costs.

Section 1:

PAK A

PAK A coverage will be as detailed in the consortium plan benefits.

Section 2:

PAK B

The Board shall provide each full-time employee and dependents with the PAK B coverage for Employees Not Electing Health Insurance:

Medical Opt-Out Payment	\$200 per month with up to 29 participants
	\$300 per month with 30-44 participants
	\$400 per month with 45 participants or more

The Medical Opt-Out deadline will be consistent with the open enrollment deadline.

Section 3: The Board shall provide non-duty related sickness and accident coverage. The Board shall provide the following insurance coverage for full time teachers each year through:

The Board shall provide newly hired teachers and teachers returning from an unpaid leave of absence for which health insurance was not provided, whose first day of work is after the first of the month, with MESSA, PAK health insurance benefits beginning on the first day of the month following the first day of work, unless otherwise provided by the insurance carrier. Teachers who begin work on the first of the month shall have health insurance benefits provided by the District from that day. Any changes by a teacher during the open enrollment period will become effective according to the insurance carrier rules and procedures.

Section 4:

- (a) Where more than one (1) member of the same family, i.e., husband and wife, are employed by the Board and are eligible employees for the above specified health insurance coverage, only one (1) of said employees shall be eligible for health insurance coverage. Any teacher who elects not to take health insurance coverage through the school district shall be entitled to PAK B of Consortium Coverage.
- (b) The Board agrees that for teachers who complete the school year, it shall furnish appropriate fringe benefits for the months of July and August under the same conditions and to the same extent as it did for the regular school year. However, teachers retiring effective June 30 will receive paid insurance only through June 30. The District will contribute \$1,000 into the retiree's 403(b) plan.
- (c) The amount contributed by the Board toward the insurance premium for part-time employees shall be prorated in an amount proportional to the time worked.

Section 5: An employee shall be eligible for insurance coverage under this contract upon satisfaction of carrier eligibility requirements.

Section 6: The Board of Education shall be the policy-holder.

Section 7: Sick Leave Bank

- (a) The Board and Association will cooperate in the establishment of a sick leave bank, personal to the employee but not for family members. All regularly employed professional employees covered by this Agreement shall participate.

- (b) One (1) day of each employee's sick leave will be deposited in the bank each year until the bank is built up to a maximum range of one hundred fifty (150) to one hundred seventy (170) days. No more days will be added to this maximum until the bank is depleted to seventy-five (75) days. The bank will then be built up again to a range of one hundred fifty (150) to one hundred seventy (170) days and the process repeated. Days in excess of one hundred seventy (170) as of July 1, 2013 shall be spent down to the range set forth above.
- (c) Additions will be made to the bank at the beginning of each fiscal year according to the above limitations. Deductions will be made from teachers who have been assigned teaching positions during the month of September for the calendar work year. If the bank is depleted during a fiscal year, teachers will deposit days to rebuild the bank at the rate of one day per staff member. Those teachers who have no days to give at that time will have their days subtracted from the next year's allotment.
- (d) An employee resigning from the District will not be allowed to withdraw contributed days.
- (e) The first twenty-five (25) consecutive school days of illness or disability will not be covered by the bank but must be covered by the person's own accumulated sick leave, workers compensation, or absence without pay.
- (f) Persons withdrawing sick leave days from the bank will not be required to replace these days except as a regular contributing member of the bank.
- (g) The president of the Association shall certify as to the accuracy of the additions of and deductions from the bank. Sick bank balance will be furnished to the Association upon request.
- (h) The Association recognizes the responsibility of each member to use sick leave for its intended purpose.
- (i) A maximum of thirty-five (35) days during one school year may be drawn by one individual from the bank up to the employee's eligibility for LTD insurance is paid, whichever is sooner.
- (j) Nothing in this Article shall be construed as placing any obligation on the Board to advance or loan additional sick leave days to the bank should all days be used up in any period or periods of its operation.
- (k) The District will be required to pay sick leave benefits for no more than sixty (60) consecutive days (combined personal and sick bank days) for any specific illness. Any employee covered by this sick leave provision whose illness extends beyond the provision of this section may participate in the long-term disability insurance program if they qualify. An individual may, however, use their personal sick leave days for any unrelated subsequent use of sick leave benefits.

Section 8: The Board will provide teachers with the opportunity to participate in a Flexible Benefit Plan as defined by Internal Revenue Service Regulations Section 125 and the Fowlerville Community School Plan Document which will specify Plan options.

ARTICLE VII
TEACHING HOURS

Section 1: Teachers in grades 6-12 are expected to be in the classroom or assigned location six (6) minutes before the student day begins and nine (9) minutes after the student day ends.

Section 2: The parties recognize that the work week in education cannot be interpreted literally. The teacher is required, in addition to the regular classroom assignment, to make a careful daily preparation, to attend parent-teacher conferences and will normally be expected to attend not more than two (2) staff meetings per month, no longer than one (1) hour in duration, which the building principal may use for building specific business, school improvement, as well as other purposes. In the event of an emergency situation which requires immediate communication, the building administration may schedule a short meeting. Teachers are also encouraged to attend the high school commencement ceremony, performances of the students in plays, concerts, athletic activities, and other extracurricular activities. District-scheduled school business will not be scheduled to conflict with parent-teacher conferences. Staff who are absent for more than three hours on a conference day will be charged a full day's absence. Staff who are absent three hours or less on a conference day will be charged a half day's absence.

Section 3: The School Calendar shall be Appendix D of this agreement.

Section 4: All teachers shall be entitled to a duty-free uninterrupted lunch period. The lunch period shall be a minimum of thirty (30) minutes each day.

Section 5: The general schedules of the elementary, junior high school, and high school shall be set forth in Appendix C.

ARTICLE VIII
TEACHING ASSIGNMENTS

Section 1: A high school teacher or a junior high teacher assigned more than three (3) class preparations if teaching five (5) class periods, or more than four (4) class preparations if teaching six (6) class periods per semester will be paid an additional two hundred dollars (\$200.00) per semester for each prep over the specified limit. The guidelines will apply to a teacher assigned to both the high school and junior high school. If the present building grade level configuration should change Section 1 of this Article shall be renegotiated.

Section 2: It will be a goal of the administration to give teachers their tentative teaching schedules no later than the last day of school for the following school year.

ARTICLE IX
TEACHING CONDITIONS

Section 1: The parties recognize that optimum school facilities for both students and teachers are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end. All teachers are to be under the supervision of the District Administration.

Section 2: During the school day, teachers shall use preparation time for professional employee work-related purposes and for attending to legitimate personal work-place needs.

Section 3: The Board recognizes that appropriate multi-ethnic texts, library reference facilities, maps, globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such education tools, and the Board promptly will implement all joint decisions thereon made by the representative of the Board and the Association. The board agrees at all times to keep the school reasonably equipped and maintained.

- (a) A media program with libraries in each school based upon the storage and retrieval of printed and audiovisual forms of communication and maintained by the Board and professionally staffed with at least one Media Specialist per level (K-5 and 6-12) shall be charged with the responsibility of implementing, enriching, and supporting the educational programs of the schools. This subsection shall be renegotiated should the present building or grade level configuration change.
- (b) This media program should strive to meet the criteria presented in the North Central Association of Colleges and Secondary Schools' "POLICIES AND CRITERIA FOR THE APPROVAL OF SECONDARY SCHOOLS," and as presented in the American Association of School Librarians' "STANDARDS FOR SCHOOL MEDIA PROGRAMS."
- (c) The Board shall provide necessary in-service- programs and continuing assistance to all staff members in the proper utilization of the materials center and in the screening and use of instructional materials. The Association shall assist the Board in development and implementation of this provision.

Section 4: The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a professional library in the District as a part of the total media program.

Section 5: The Board agrees to make available in each school adequate typing, duplicating, stencil, mimeograph facilities, existing copying machines, and clerical personnel to aid teachers in the preparation of instructional materials.

Section 6: The Board shall make available in each school, other than alternative education program buildings adequate lunchroom, rest room, and lavatory facilities for teacher use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty planning room in which smoking shall not be permitted. Provision for such facilities will be made in all future buildings.

Section 7: A telephone shall be made available to teachers for their reasonable use in the faculty planning room. A private area where teachers can make phone calls will be available in each building.

Section 8: In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages may be installed at the request of the Association, the profits to be used for the existing Teachers Recreational Fund.

Section 9: Adequate parking facilities shall be made available to teachers for their use and posted for use by school employees only during regular working hours.

Section 10: The Board shall provide:

- (a) A separate convenient lockable file cabinet or filing area for each teacher;
- (b) At least one (1) desk per teacher with a lockable drawer space which is available to the teacher during their conference time;

- (c) Suitable closet space in each room to store coats, overshoes, and personal articles;
- (d) Adequate chalkboard and/or whiteboard space in every classroom;
- (e) Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach;
- (f) A dictionary acceptable for the grade level being taught in every classroom;
- (g) Adequate storage space in each classroom for instructional materials;
- (h) Adequate attendance books, paper, pencils, pens, chalk, erasers, printer ink, batteries, data projector bulbs, and other such material required in daily teaching responsibility;
- (i) Building administrators are encouraged to communicate the disposition of all purchase requisitions submitted by teachers within two (2) weeks of their submission.

Section 11: Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

Section 12: K-12 School Improvement Committee: The Board, administration, teachers, and Association recognize the necessity of maintaining ongoing District-wide school improvement plans and importance of continued recognition of quality educational services and facilities as a fundamental priority and shared goal of the parties.

The Board recognizes that the terms and conditions of this collective bargaining agreement will govern the wages, hours, and other conditions of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement and ratification by the parties.

To the extent any proposed element of the District's school improvement plan conflicts with the terms of the master agreement, the identified provisions may be subject to renegotiations at the request of the Board. Any amendments to the agreement will be subject to ratification by the parties.

Each teacher shall have equal opportunity to participate in the building level school improvement process. Involvement shall be voluntary and shall not require additional compensation. The K-12 School Improvement Committee composition shall be consistent with Section 1277 of the Revised School Code.

Section 13: A District School Improvement Committee will be established for the purpose of creating, monitoring, and measuring the school and district improvement plans. This committee will meet four to seven times annually. It will be made up of one central office administrator, one administrator from each building, two to three school improvement team members from each school, department leaders, and elementary grade level chairs. The department leaders and grade level chairs may not be required for all meetings.

One chair will be from each grade level for K-6. If a grade is split between two buildings with at least three (3) sections per building, each building will have a chair.

Junior High School and High School Departments (12)

One chair for each building in the following departments:

- Math
- Science
- English
- Business/Computer Ed./CTE
- Social Studies
- Special Education

K-12 Departments (5)

- World Language
- Fine Arts
- Physical Education
- Media
- Counseling

K-5 Department (2)

- Special Education

Section 14: Teacher Rights -

- (a) If the teacher disagrees with an evaluation, he/she may submit within ten (10) work days a written reply which shall be attached to the original.
- (b) A teacher will have the right to review the contents of all records of the District pertaining to said teacher, originating after original employment and to have a representative of the Association accompany him/her in such review.
- (c) No material originating after original employment shall be placed in their personnel file unless the teacher has had an opportunity to review the material. The teacher shall submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question within ten (10) days. If the teacher believes that material to be placed in their file is inappropriate or in error, it shall be corrected, provided cause is shown by the teacher, whereupon the material shall be corrected or expunged from the file. If the teacher is asked to sign material placed in their file, such signature shall be understood to indicate their awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material, nor that the evaluation procedure was properly utilized.
- (d) If any action is to be taken as a result of a complaint by any parent or if a record is to be made of the complaint, the teacher shall be so informed as soon as feasible by whomever is taking the action.

Section 15: The Board and FEA mutually agree that they shall establish maximum class size, at all levels, except alternative education programs, and will attempt to maintain balanced class size at all levels.

- (a) In order for a class to be included in the final master schedule, 50% of the contract maximum size is required unless the parties mutually agree to an exception.
- (b) For grades 6-12 a meeting may be requested by the association to be held with the building principal(s), association officer(s), and assistant superintendent or superintendent prior to finalizing the master schedule to review master schedule.
- (c) At the secondary level, imbalances of more than 6 students in the same hour of the same course will not occur.

- (d) The class size maximum applies to all courses except those outlined in subsection (i) below. Effective at the October count date the classroom maximum shall be:

Grade Level	Maximum
K	25
1-2	26
3-5	28
6	29
7-12	32

- (e) With the exception of subsection (i) below, teachers with class sizes over the established maximum at the October count date will be provided a stipend for each student over the classroom maximum according to the following schedule:

- Grades K-5 = \$600 per semester
- Grade 6 Electives (all courses except band, choir, & PE) = \$120 per class per semester
- Grades 6-12 = \$120 per class semester

In order for the stipend to be paid the student(s) must physically be in the teacher's classroom the majority of the days for the semester. In respect to 9-week elective courses, class attendance for the two 9-week courses comprising a semester will be averaged to determine if there is an overload stipend to be paid.

- (f) In the case that a student(s) is/are added after the October count date to a class above the classroom maximum, a volunteer will be sought to accept the student. If there is more than one volunteer, the building Principal will make the final selection. For additional students added, the process will repeat until each teacher has added one student.
- (g) Except as provided in subsection (i) of this section, class sizes shall not exceed the following maximum including overload students:

Grade Level	Overload Maximum
K	26
1-2	27
3-5	29
6	30
7-12	35

- (h) The district agrees to follow Michigan rules and regulation concerning special education services and to consult with the FEA and affected teacher(s) prior to submission of any waiver or other deviation from the rules and regulations. When the District uses an emergency waiver above the caseload size cap established by the Michigan Administrative Rules for Special Education (MARSE,) affected teachers will be paid an overload stipend of \$600 per semester.

- (i) K-5 specials (social studies, science, library/technology, music, PE) or traditionally large classes at the secondary level (band, choir, PE) with facilities designed to accommodate large numbers of students may deviate from these conditions.
Additional students (beyond the homeroom roster) will not be added to the K-5 specials classroom roster.
- (j) The number of students assigned shall not exceed the number of learning stations in the room for the following: science, business/technology, and language labs.
- (k) Any general education core academic classroom that has more than eight (8) special education students shall be assigned a special education co-teacher.

Section 16: In the event a general education teacher requires assistance with and/or for a special needs student, the teacher will first consult with the building special education case coordinator. If this does not resolve the problem, the teacher may request a meeting with their principal, or designee, and the special education case coordinator. The meeting with the principal, or designee, will be held no later than five (5) school days (unless not feasible) after the request. Options available for assistance will be reviewed at the meeting and a plan of action will be developed by the principal, or designee, no later than five (5) school days (unless not feasible) from the date of the meeting. Article IX, Section 17 protocol will be published in each buildings' teacher handbook.

Section 17: Any teacher who is assigned a student and believes that student's individual educational plan (I.E.P.) does not meet that student's needs, may request a staffing meeting, which will include the teacher and principal, or designee, for a re-evaluation of the student's plan.

ARTICLE X

SENIORITY

Section 1: Continuous teaching service shall be measured from the effective date of hire (i.e., the first day the teacher reported for work as a bargaining unit member) and shall be defined to mean the amount of time the individual has been continuously employed by the District in a regular teaching capacity. Time spent on medical leave, layoff status, or disability will not be construed as a break in continuous service, and seniority during such period shall accrue. Up to one year seniority shall be granted for a child care leave. Seniority and wage increments shall not accrue during time spent on personal unpaid leave, professional improvement leave, or while serving the District in a non-bargaining unit capacity.

Section 2: A teacher seniority list shall be maintained by the District and certified by the Association. Teachers shall be ranked in order of seniority. Accompanying the name of each teacher shall be a listing of the teacher's certification and endorsements. Said seniority list shall be presented to the Association annually during the month of November for review. Corrections shall be brought to the attention of the administration within thirty (30) days thereafter.

Section 3: In the event two (2) or more teachers have the same effective date of hire, the last four (4) digits of their social security numbers, beginning with the highest number first, shall determine their ranking on the seniority list.

ARTICLE XI

PROTECTION OF TEACHERS

Section 1: Since the teacher's authority and effectiveness in the classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to provide appropriate services for the student and to remove the student from the regular classroom when appropriate.

Section 2: The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable, just, and in accordance with established Board policy. Recognizing the importance of maintaining a safe environment, a joint voluntary building committee may be established to develop and monitor an effective system of school-wide positive behavior support strategies which may include alternative education programming within the buildings. The committee will meet as needed.

Section 3: The Board will provide liability insurance for teachers to protect them from a complaint or suit against the teacher by reason of action taken by the teacher while performing their duties within the scope of Board policy.

Section 4: Any cases of assault 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 their rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. The Board shall not be obligated to provide legal defense in criminal proceedings.

Section 5: The Board will reimburse teachers for any proven theft, malicious damage, destruction of clothing, or personal property of the teachers while on duty in the school or on the school premises, providing there is no negligence on the part of the teacher. Such reimbursement shall be limited to the amount not reimbursed by any insurance the teacher may have. This provision shall not apply to the theft of money.

Section 6: Time lost by a teacher in connection with any civil or criminal action against a student shall not be charged against the teacher provided the teacher was not at fault.

Section 7: A teacher may, at all times, use such force as necessary to protect himself/herself, a fellow teacher or administrator, or a student from attack, physical abuse, or injury.

ARTICLE XII

PROFESSIONAL BEHAVIOR

Section 1: The Association recognizes that abuses of sick leave or other leave, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building.

ARTICLE XIII

NEGOTIATION PROCEDURES

Section 1: It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this contract by mutual agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary public information, and otherwise constructively considering and resolving any such matters.

Section 2: At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

Section 3: In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.

Section 4: If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Board or take any other lawful measures it may deem appropriate.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of this Agreement or written Board policies affecting working conditions of the teacher. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- (a) The termination of services or failure to re-employ any teacher;
- (b) Any matter covered by the Michigan Teacher Tenure Act, including those areas where the Tenure Act prescribes a procedure or authorizes a remedy such as discharge and/or demotion;
- (c) The discipline, evaluation, or layoff/recall of a teacher;
- (d) Any prohibited subjects of bargaining.

Should a teacher/Association feel that there has been a violation, he/she will take the following steps:

Step 1: The teacher/Association with or without a designated representative shall discuss the grievance with the principal informally within five (5) work days of the alleged violation and, if not resolved, shall file a written grievance with the principal within fifteen (15) work days of the alleged violation and discuss the written grievance with the principal within five (5) work days after the grievance is filed. If no satisfactory conclusion is reached within five (5) work days following the discussion of the written grievance with the principal, the teacher/Association shall submit the written grievance within five (5) work days of the discussion with the principal to Step 2. A grievance that is not within the scope of a building principal's authority may be filed initially at Step 2. The written grievance, as required herein, shall contain the following:

- (1) it shall be signed by the grievant(s)/Association;
- (2) it shall be specific;

- (3) it shall contain a synopsis of the facts that gave rise to the alleged violation;
- (4) it shall cite the section or subsections of this contract or written Board policy alleged to have been violated;
- (5) it shall contain the date of the alleged violation;
- (6) it shall specify the relief requested; and
- (7) it shall indicate approval or disapproval by the Association.

Step 2: The superintendent or their designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant within ten (10) work days after receipt of the grievance to discuss the grievance. Within ten (10) work days of the discussion, the superintendent or their designated agent shall render their decision in writing, transmitting a copy of the same to all parties involved. If the decision of the superintendent is unsatisfactory to the grievant/Association then the grievant/Association may appeal same to the Board of Education by filing a written grievance along with the decision of the superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting within ten (10) attendance days of receipt of the superintendent's decision.

Step 3: Upon proper application as specified in Step 2, the Board shall allow the teacher/grievant and/or their Association representative an opportunity to be heard at a meeting of the Board within twenty (20) work days of notification of appeal to this step. The Board shall render its decision in writing within fifteen (15) work days of the meeting. A copy of the written decision of the Board shall be forwarded to the superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the representative of the Association.

Step 4: If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration provided the submission is made in writing to the superintendent within ten (10) work days after receipt of the Board's answer. If the grievance is timely submitted to arbitration in a timely manner, an arbitrator shall be selected in the following manner:

- (1) The parties shall meet within ten (10) working days of the submission to arbitration for the purpose of selecting a mutually agreeable arbitrator. If the parties cannot agree within five (5) work days then the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding;
- (3) The Board and the Association shall not be permitted to assert in such arbitration preceding any ground or rely on any evidence not previously disclosed to the other party. The arbitrator shall have no authority to change, alter, modify, or add to the terms and provisions of this Agreement. Both parties agree to be bound by the award of the arbitrator to the extent the award was within the scope of their authority. The fees and expenses of the arbitrator, including the filing fee, shall be shared equally.

Section 2: Failure to appeal a decision at any level within the specified time limits shall be deemed an acceptance of the decision at that level.

Section 3: The teacher/Association will have the right to withdraw a grievance at any level without prejudice to the Association or other teachers.

Section 4: A grievance may not be processed past Step 3 without approval and endorsement of the Association.

Section 5: The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Section 6: Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 7: The Association will have on file in the office of the superintendent the names of the Association representative in each building.

Section 8: Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association if the adjustment is consistent with terms of this agreement, provided the Association has been given opportunity to be present at such adjustment.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 1: The Board agrees at all times to maintain an adequate list of qualified substitute teachers. Teachers shall access the sub call-in system at least one (1) hour prior to reporting time to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administrator to arrange for a substitute teacher.

Teachers are encouraged to submit feedback on the performance of the substitute teacher via the sub call-in system and/or to the building principal.

Section 2: This Agreement shall supersede any rules, regulations, or practices of the Board that shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts theretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be a legal contract between the Board and the Association. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be void except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

Section 3: All contractual changes will be completed jointly with the administration and FEA within 10 work days after ratification by the Board. Copies of this Agreement shall be printed and supplied to all teachers now employed or hereafter employed by the Board upon request.

Section 4: No agreement or understanding contrary to this collective bargaining agreement nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only, and entire agreement between the parties hereto and cancels and supersedes any other agreement, understandings, and arrangement heretofore existing.

Section 5: Employees must properly execute and personally deliver the authorization to the Business Office for direct deposit. The Board agrees to deposit the specified sum(s) into one or two designated banking institutions.

Section 6: If an emergency financial manager is appointed by the state under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in their sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

ARTICLE XVI

CONTINUITY OF OPERATION

Section 1: The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means without interruption of the school program. Accordingly, the Association agrees that during the term of this agreement, it will not direct, instigate, participate in, encourage, or support any strike against the Board.

APPENDIX A-1

The following shall be the schedule of basic teacher salaries for the school year 2021-2022. Lane changes and steps will occur. The salary schedule reflects the voted upon increase.

Step	2021-2022 BA	2021-2022 MA	2021-2022 MA+
1	\$38,567	\$40,756	\$41,300
1.5	\$39,747	\$42,033	\$42,603
2	\$40,925	\$43,296	\$43,890
2.5	\$42,111	\$44,586	\$45,201
3	\$43,296	\$45,883	\$46,525
3.5	\$44,481	\$47,176	\$47,849
4	\$45,664	\$48,468	\$49,174
4.5	\$46,852	\$49,766	\$50,497
5	\$48,028	\$51,056	\$51,812
5.5	\$49,214	\$52,346	\$53,127
6	\$50,388	\$53,639	\$54,449
6.5	\$51,605	\$54,930	\$55,760
7	\$52,803	\$56,207	\$57,054
7.5	\$53,991	\$57,509	\$58,393
8	\$55,178	\$58,811	\$59,714
8.5	\$56,349	\$60,098	\$61,044
9	\$57,513	\$61,393	\$62,364
9.5	\$58,738	\$62,691	\$63,453
10	\$67,313	\$71,752	\$72,864
10.5	\$68,070	\$72,560	\$73,684
11	\$68,827	\$73,367	\$74,504
11.5	\$70,793	\$75,462	\$76,631
12	\$71,580	\$76,302	\$77,484

The following shall be the schedule of basic teacher salaries for the school year 2022-2023.

Step	2022-2023 BA	2022-2023 MA	2022-2023 MA+
1	\$40,925	\$43,296	\$43,890
1.5	\$42,111	\$44,586	\$45,201
2	\$43,296	\$45,883	\$46,525
2.5	\$44,481	\$47,176	\$47,849
3	\$45,664	\$48,468	\$49,174
3.5	\$46,852	\$49,766	\$50,497
4	\$48,028	\$51,056	\$51,812
4.5	\$49,214	\$52,346	\$53,127
5	\$50,388	\$53,639	\$54,449
5.5	\$51,605	\$54,930	\$55,760
6	\$52,803	\$56,207	\$57,054
6.5	\$53,991	\$57,509	\$58,393
7	\$55,178	\$58,811	\$59,714
7.5	\$56,349	\$60,098	\$61,044
8	\$57,513	\$61,393	\$62,364
8.5	\$58,738	\$62,691	\$63,453
9	\$67,313	\$71,752	\$72,864
9.5	\$68,070	\$72,560	\$73,684
10	\$68,827	\$73,367	\$74,504
10.5	\$70,793	\$75,462	\$76,631
11	\$71,580	\$76,302	\$77,484
11.5	\$73,625	\$78,480	\$79,696
12	\$74,443	\$79,354	\$80,583

The following shall be the schedule of basic teacher salaries for the school year 2023-2024. Lane changes and steps will occur. The salary schedule reflects an increase of 1.5% from 2022-2023.

Step	2023-2024 BA	2023-2024 MA	2023-2024 MA+
1	\$41,539	\$43,945	\$44,548
1.5	\$42,743	\$45,255	\$45,879
2	\$43,945	\$46,571	\$47,223
2.5	\$45,148	\$47,884	\$48,567
3	\$46,349	\$49,195	\$49,912
3.5	\$47,555	\$50,512	\$51,254
4	\$48,748	\$51,822	\$52,589
4.5	\$49,952	\$53,131	\$53,924
5	\$51,144	\$54,444	\$55,266
5.5	\$52,379	\$55,754	\$56,596
6	\$53,595	\$57,050	\$57,910
6.5	\$54,801	\$58,372	\$59,269
7	\$56,006	\$59,693	\$60,610
7.5	\$57,194	\$60,999	\$61,960
8	\$58,376	\$62,314	\$63,299
8.5	\$59,619	\$63,631	\$64,405
9	\$68,323	\$72,828	\$73,957
9.5	\$69,091	\$73,648	\$74,789
10	\$69,859	\$74,468	\$75,622
10.5	\$71,855	\$76,594	\$77,780
11	\$72,654	\$77,447	\$78,646
11.5	\$74,729	\$79,657	\$80,891
12	\$75,560	\$80,544	\$81,792

APPENDIX A-2

LONGEVITY

Based on years of service within the Fowlerville Community Schools' bargained groups.

2021-2024

First Year	\$350.00
2-11 Years	\$300.00
12-15 Years	\$2,005.00
16-20 Years	\$2,555.00
21-25 Years	\$3,050.00
26-28 Years	\$3,650.00
29+ Years	\$3,850.00

Longevity payments are made in the first regular pay in June.

APPENDIX A-3

MERIT PAY

In compliance with MCL 380.1250, staff who have been rated either Effective or Highly Effective (overall) in the previous year's evaluation are eligible to receive a \$25 stipend payable by June 30.

APPENDIX B

ACTIVITY SALARIES

In addition to the basic teacher salary as provided in the foregoing, there shall be paid the following sum after the successful completion of the activity and recommendation of immediate supervisor. Percentages are applied to the Bachelor's First Year. In addition to the below percentages, \$50 for each year of experience in the activity up to and including six (6) years.

FACULTY SPONSORS

1. BPA - DECA	1.5%
2. Class Sponsor	
Senior Class (2)	5%
Junior Class (2)	4%
Sophomore Class (2)	3%
Freshman Class (2)	3%
3. Department/Grade Level Chair	2.5%
4. French Club	2%
5. German Club	2%
6. Spanish Club	2%
7. Gifted & Talented Coordinator(4)	10%
8. Honors Choir	
Junior High School	3%
Kreeger Elementary	3%
9. Instrumental Music - High School	12%
10. Instrumental Music Assistant	6%
11. Mentor (per mentee) 1st year	1.5%
12. Mentor (per mentee) 2nd/3rd year	1%
13. National Honor Society	
High School	3%
Junior High School	3%
14. Play Director (Per Play)	3%

15. Science Olympiad	
High School	1.5%
Junior High School	1.5%
16. NCA - School Improvement Building Chair	3%
17. SERHAB K-12 Committee Chairperson	2.5%
18. Students Leading Students (2)	4%
19. Student Council	
High School (2)	8%
Junior High School	3%
Kreeger Elementary	2%
20. Yearbook	
High School	4%
Junior High School	2%

Extra Curricular Activities - Elementary, Junior High School and High School.

Each Elementary, Junior High School, and High School building principal in conjunction with the building staff and with approval of central office may expend any portion of the designated stipend per year for extra curricular activity sponsors. Sponsors must submit a proposal to the building principal for consideration. The building principal will evaluate student contact time, participation rates and sponsor time commitment and determine the stipend amount.

The designated stipend per year for Smith, Kreeger, Junior High, High School shall be \$6,000 each.

ATHLETICS

In addition to the following percentages, there shall be paid \$100.00 for each year of coaching experience in that sport up to and including six (6) years. Credit for experience in another District may be granted upon recommendation of the administration.

- | | |
|---|-----|
| 1. Junior High School Athletic Director | 10% |
| 2. Head Baseball Coach | 8% |
| (3) Assistant Coach * | 16% |
| 3. Head Boys Basketball Coach | 13% |
| (3) Assistant Coach *** | 19% |

	(2) JHS Assistant Coach **	8%
4. Head Girls Basketball Coach		13%
	(3) Assistant Coach ***	19%
	(2) JHS Assistant Coach **	8%
5. Head Cheerleading Coach		8%
	(2) Assistant Coach	6%
	(1) JHS Assistant Coach **	3%

Cheerleading (per season) Fall Sponsor will do Spring tryouts as part of the per season compensation.

6. Head Boys Cross Country Coach		7%
7. Head Girls Cross Country Coach		7%
	Junior High School Cross Country **	3%
8. Head Football Coach		13%
	(6) Assistant Coach *	42%
9. Head Boys Golf Coach		8%
	JV Boys Golf Coach	3%
10. Head Girls Golf Coach		8%
	JV Girls Golf Coach	3%
11. Head Boys Soccer Coach		8%
	Assistant Coach **	6%
12. Head Girls Soccer Coach		8%
	Assistant Coach **	6%
13. Head Softball Coach		8%
	(3) Assistant Coach *	16%
14. Head Boys Tennis Coach		8%
	JV Boys Tennis Coach **	3%

15. Head Girls Tennis Coach		8%
	JV Girls Tennis Coach **	3%
16. Head Boys Track Coach		8%
	Assistant Coach	5%
	Head Junior High School Track Coach	4.5%
	Junior High School Assistant Coach **	3%
17. Head Girls Track Coach		8%
	Assistant Coach	5%
	Head Junior High School Track Coach	4.5%
	Junior High School Assistant Coach **	3%
18. Head Volleyball Coach		13%
	(3) Assistant Coaches *	19%
	(2) Junior High School Assistant Coaches **	8%
19. Head Wrestling Coach		13%
	Assistant Coach	8%
	Associate Coach (if more than 35 wrestlers)	5%
	Head Junior High School Wrestling Coach	4.5%
	Junior High School Assistant Coach	3%

* The High School Athletic Director and the Principal will allocate the percentages based upon the recommendation of the head coach.

** A second Coach may be added if there are over 20 participants or two teams at any one grade level.

When a Schedule B position is voluntarily divided, the maximum total years experience for the position will be six (6) years. If the shared position exceeds six (6) years in combined experience then the combined experience will be prorated.

Whenever a number of positions is in parenthesis, the percentage is shared equally unless otherwise indicated.

All extracurricular assignments are nontenured positions, and no individual shall have an assurance of re-employment in any extracurricular position from one year to the next. The Board of Education shall fill vacant Appendix B extracurricular positions on an annual basis. High School instrumental music shall be a required assignment for the high school instrumental music teacher unless that extracurricular activity is eliminated by the Board.

APPENDIX C
TEACHING HOURS

Section 1: The elementary teacher schedule will be: 8:39 a.m. to 3:36 p.m. The teachers shall have the first eleven (11) minutes during the work day for preparation, meetings called or approved by the administration, conferences, and/or specialized instruction to students. The first eleven (11) minutes of the work day shall not be counted as part of the guaranteed 180 minutes of preparation time.

Teachers will be provided no less than 780 minutes every twenty (20) work days and no less than 180 minutes per full week for preparation during student contact time. The first eleven (11) minutes of the work day shall not be counted as part of the guaranteed 780 minutes every twenty (20) work days. During time when students receive instruction by special teachers (e.g., music, physical education, counselor, media specialists, etc.) the regular classroom teacher will use such time as preparation time, as defined elsewhere in this contract.

If a teacher attends a staffing or IEP meeting outside of the school calendar, s/he will be compensated at the rate designated in Article IV, Section 13a.

Section 2: The junior high school and the high school teacher schedule will be: 7:24 a.m. to 2:21 p.m. Each classroom teacher shall be assigned no more than five (5) teaching periods and will be assigned preparation time of not less than one (1) normal class period in duration.

Section 3: Media specialists will be provided with preparation time as mutually scheduled with the building principal with the media center remaining open.

Section 4: The Board shall have the right to modify the above times not to exceed five (5) minutes either way to accommodate busing schedules or for other reasons, provided the total work day is not increased.

Section 5: Student grades for report cards must be submitted by midnight of the work day following the marking period end. Year-end grades are due no later than midnight of the last scheduled work day for secondary.

APPENDIX D

CALENDAR



FOWLERVILLE COMMUNITY SCHOOLS 2021-2022 ACADEMIC CALENDAR

August 24 – Tuesday	First Day Back for Staff
August 25 – Wednesday	K-5 Open House, 5:00-6:30 p.m.
August 30 – Monday	Teacher Professional Development
	First Day for Students
September 3 – 6	NO SCHOOL – LABOR DAY RECESS
October 15 – Friday	NO SCHOOL – Teacher Professional Development
October 18 – Monday	Staff Compliance Deadline at Midnight
October 20 – Wednesday	6-12 P/T Conferences 5:00-7:30 p.m.
October 21 – Thursday	6-12 P/T Conferences 5:00-7:30 p.m.
October 29 – Friday	End of First Nine Weeks 6-12
November 18 – Thursday	K-5 Half Day, P/T Conferences 12:45-3:15 & 5:00-7:30 p.m.
November 19 – Friday	K-5 Half Day, P/T Conferences 12:45-3:15 p.m.
November 24 – 26	End of First Trimester K-5
	NO SCHOOL – THANKSGIVING RECESS
December 20 – 31	NO SCHOOL – WINTER RECESS
January 3 – Monday	School Resumes
January 17 – Monday	NO SCHOOL – MLK, Jr. Day
January 19 – 21	6-12 Half Days, Exams
January 21 – Friday	K-5 Half Day, Open House Adjustment
	End of First Semester 6-12
February 21 – Monday	NO SCHOOL – Presidents' Day
March 4 – Friday	End of Second Trimester K-5
March 10 – Thursday	K-5 Half Day, P/T Conferences 1:00 – 4:00 & 5:00 – 7:30 p.m.
March 25 – Friday	6-12 Conferences 5:00 – 7:30 p.m.
March 28 – April 1	End of Third Nine Weeks – 6-12
	NO SCHOOL – SPRING RECESS
April 4 – Monday	School Resumes
April 15 – Friday	NO SCHOOL – GOOD FRIDAY RECESS
May 30 – Monday	NO SCHOOL – MEMORIAL DAY RECESS
June 5 – Sunday	Graduation Class of 2022
June 6 – 8	6-11 Half Days, Exams
June 7 – 8	K-5 Half Days

Student Starting & Ending Times:
Smith & Kreeger 8:50 a.m.-3:32 p.m.
FHS & FJHS 7:30 a.m.-2:12 p.m.

Half Day Student Dismissal Times:
K-5th Grade – 12:02 p.m.
6-12th Grade – 10:42 a.m.

Professional Learning Hours:

Full Day-for all teachers is 8:00 a.m.-2:30 p.m. with a 30-minute lunch.

Half Day-for Elementary teachers is 12:36 p.m.-3:36 p.m./for Secondary teachers is 11:21 a.m.-2:21 p.m.

Teacher Starting/Ending Times – Full Day:
Elementary: 8:39 a.m.-3:36 p.m.
Secondary: 7:24 a.m.-2:21 p.m.

Teacher Starting/Ending Times – Half Day:
Elementary: 8:39 a.m.-12:06 p.m.
Secondary: 7:24 a.m.-10:51 a.m.



FOWLERVILLE COMMUNITY SCHOOLS 2022-2023 ACADEMIC CALENDAR

August 23 – Tuesday	First Day Back for Staff
August 24 – Wednesday	K-5 Open House, 5:00-6:30 p.m.
	Teacher Professional Development
August 29 – Monday	First Day for Students
September 2 – 5	NO SCHOOL – LABOR DAY RECESS
October 14 – Friday	NO SCHOOL – Teacher Professional Development
October 17 – Monday	Staff Compliance Deadline at Midnight
October 19 – Wednesday	6-12 P/T Conferences 5:00-7:30 p.m.
October 20 – Thursday	6-12 P/T Conferences 5:00-7:30 p.m.
October 28 – Friday	End of First Nine Weeks 6-12
November 17 – Thursday	K-5 Half Day, P/T Conferences 12:45-3:15 & 5:00-7:30 p.m.
November 18 – Friday	K-5 Half Day, P/T Conferences 12:45-3:15 p.m.
	End of First Trimester K-5
November 23 – 25	NO SCHOOL – THANKSGIVING RECESS
December 22 – January 3	NO SCHOOL – WINTER RECESS
January 4 – Wednesday	School Resumes
January 16 – Monday	NO SCHOOL – MLK, Jr. Day
January 18 – 20	6-12 Half Days, Exams
January 20 – Friday	K-5 Half Day Open House Adjustment
	End of First Semester 6-12
February 20 – Monday	NO SCHOOL – Presidents' Day
March 3 – Friday	End of Second Trimester K-5
March 9 – Thursday	K-5 Half Day, P/T Conferences 1:00 – 4:00 & 5:00 – 7:30 p.m.
	6-12 Conferences 5:00 – 7:30 p.m.
March 24 – Friday	End of Third Nine Weeks 6-12
March 27 – 31	NO SCHOOL – SPRING RECESS
April 3 – Monday	School Resumes
April 7 – Friday	NO SCHOOL – GOOD FRIDAY RECESS
May 29 – Monday	NO SCHOOL – MEMORIAL DAY RECESS
June 4 – Sunday	Graduation Class of 2023
June 2 – 6	6-11 Half Days, Exams
June 5 – 6	K-5 Half Days

Student Starting & Ending Times:
 Smith & Kreager 8:50 a.m.-3:32 p.m.
 FHS & FJHS 7:30 a.m.-2:12 p.m.

Teacher Starting/Ending Times – Full Day:
 Elementary: 8:39 a.m.-3:36 p.m.
 Secondary: 7:24 a.m.-2:21 p.m.

Half Day Student Dismissal Times:
 K-5th Grade – 12:02 p.m.
 6-12th Grade – 10:42 a.m.

Teacher Starting/Ending Times – Half Day:
 Elementary: 8:39 a.m.-12:06 p.m.
 Secondary: 7:24 a.m.-10:51 a.m.

Professional Learning Hours:

Full Day-for all teachers is 8:00 a.m.-2:30 p.m. with a 30-minute lunch.
 Half Day-for Elementary teachers is 12:36 p.m.-3:36 p.m./for Secondary teachers is 11:21 a.m.-2:21 p.m.

T:\Superintendent\Calendars\2022-2023\2022-2023 Academic Calendar.docx



FOWLERVILLE COMMUNITY SCHOOLS 2023-2024 ACADEMIC CALENDAR

August 22 – Tuesday	First Day Back for Staff
August 23 – Wednesday	K-5 Open House, 5:00-6:30 p.m.
	Teacher Professional Development
August 28 – Monday	First Day for Students
September 1 – 4	NO SCHOOL – LABOR DAY RECESS
October 13 – Friday	NO SCHOOL – Teacher Professional Development
October 16 – Monday	Staff Compliance Deadline at Midnight
October 18 – Wednesday	6-12 P/T Conferences 5:00-7:30 p.m.
October 19 – Thursday	6-12 P/T Conferences 5:00-7:30 p.m.
October 27 – Friday	End of First Nine Weeks
November 16 – Thursday	K-5 Half Day, P/T Conferences 12:45-3:15 & 5:00-7:30 p.m.
November 17 – Friday	K-5 Half Day, P/T Conferences 12:45-3:15 p.m.
	End of First Trimester K-5
November 22 – 24	NO SCHOOL – THANKSGIVING RECESS
December 25 – January 5	NO SCHOOL – WINTER RECESS
January 8 – Monday	School Resumes
January 16 – Monday	NO SCHOOL – MLK, Jr. Day
January 17 – 19	6-12 Half Days, Exams
January 19 – Friday	K-5 Half Day for Open House Adjustment
	End of First Semester 6-12
February 19 – Monday	NO SCHOOL – Presidents' Day
March 1 – Friday	End of Second Trimester K-5
March 7 – Thursday	K-5 Half Day, P/T Conferences 1:00 – 4:00 & 5:00 – 7:30 p.m.
	6-12 Conferences 5:00 – 7:30 p.m.
March 22 – Friday	End of Third Nine Weeks 6-12
March 25 – 29	NO SCHOOL – SPRING RECESS
April 1 – Monday	School Resumes
May 27 – Monday	NO SCHOOL – MEMORIAL DAY RECESS
May 31 – June 4	6-11 Half Days, Exams
June 2 – Sunday	Graduation Class of 2024
June 3 – 4	K-5 Half Days

Student Starting & Ending Times:

Smith & Kreeger 8:50 a.m.-3:32 p.m.
FHS & FJHS 7:30 a.m.-2:12 p.m.

Half Day Student Dismissal Times:

K-5th Grade – 12:02 p.m.
6-12th Grade – 10:42 a.m.

Professional Learning Hours:

Full Day-for all teachers is 8:00 a.m.-2:30 p.m. with a 30-minute lunch.
Half Day-for Elementary teachers is 12:36 p.m.-3:36 p.m./for Secondary teachers is 11:21 a.m.-2:21 p.m.

Teacher Starting/Ending Times – Full Day:

Elementary: 8:39 a.m.-3:36 p.m.
Secondary: 7:24 a.m.-2:21 p.m.

Teacher Starting/Ending Times – Half Day:

Elementary: 8:39 a.m.-12:06 p.m.
Secondary: 7:24 a.m.-10:51 a.m.

APPENDIX E
FLAT FEE INCENTIVE SCHEDULE

General Guidelines

1. This Flat Fee Incentive Program (FFIP) is limited to Fowlerville Education Association members who are employed by Fowlerville Community Schools and who meet the eligibility requirements set forth below.
2. To be eligible for the FFIP an employee must:
 - A. Be an employee with at least five (5) years of service in this school District;
 - B. Be actively employed by the Fowlerville Community Schools in good standing and not be on layoff or on leave of absence.
3. The employee must submit their written notification of resignation at the end of the current school year and a fully executed Waiver and Release of Claim, a copy of which is attached, to the Superintendent's office by 4:00 p.m. on January 31 of the year the employee intends to resign.
4. The School Board shall not take action to accept the resignation prior to the first regular School Board meeting in February or no later than the last regular School Board meeting in February. Employees who apply for the FFIP may withdraw their resignation by providing a written notice to the superintendent's office at any time prior to formal Board approval. If the employee does not withdraw their resignation by the date of Board action, such resignation shall become irrevocable.
5. In consideration of the Employee's resignation, the Fowlerville Community Schools Board shall provide, and the Employee shall choose, one of the following two options:

OPTION A

A lump sum payment of the total due, not to exceed \$15,000, on or before September 1 of the year the employee resigns. This payment is in addition to any other benefits provided under the collective bargaining agreement between the Fowlerville Community Schools and the Fowlerville Education Association.

OPTION B

Twelve (12) or fifteen (15) equal monthly payments of the total due will be made on or about the first day of each month beginning on September 1 of the year the employee resigns thereafter until paid in full. These payments are in addition to any other benefits provided under the collective bargaining agreement between the Fowlerville Community Schools and the Fowlerville Education Association.

1. Regardless of which option the employee chooses, it is expressly understood that the payments are subject to applicable state and federal withholding taxes. Therefore, it is strongly recommended that the employee consult with an attorney or other tax advisor to determine the tax consequences. It is further understood that the Fowlerville Community Schools and the Fowlerville Education Association make no representations as to the tax consequences or liabilities that may occur as a result of an employee selecting Option A or Option B above.
2. Any teacher opting for the Voluntary Incentive Plan will not be eligible for this FFIP any year the Voluntary Incentive Plan is offered.

FLAT FEE INCENTIVE SCHEDULE

Teachers will receive credit for each year of service according to the following schedule:

\$750.00 for every year taught in Fowlerville.

\$500.00 for every year taught in another school District.

Total Incentive payment shall not exceed \$15,000.00.

Employees who are eligible for the flat fee incentive as of June 30, 2002 will continue to be eligible for the flat fee incentive at a prorated basis. The total flat fee incentive amount will be decreased by the additional longevity received above the 2000-2001 longevity amounts.

APPENDIX F

MENTOR GUIDELINES

Participation as a mentor teacher is voluntary. The purpose of a mentor is to assist, inform, and coach probationary teachers in the rights, responsibilities, and ethics of the teaching profession. The following shall apply to mentoring:

1. Qualified staff will submit their intentions to become mentors by June 1 of each school year. The list of names will be maintained until the teacher requests removal from said list.
2. Regarding appointments, the following will apply:
 - a. Appointments shall be for three (3) years unless either party requests a change or their building principal decides it is in the best interests of the parties.
 - b. Mentors will have no involvement in the evaluation process and the relationship will be collaborative and confidential.
 - c. A mentor can have up to two (2) probationary teachers if desired.
3. Mentoring Responsibilities:
 - a. It is understood that time between the mentor and the probationary teacher will necessarily take place weekly beyond the normal working day to establish a collaborative relationship. A minimum of 25 hours per school year in the mentee's first year; 18 hours in the mentee's second year; and 10 hours in the mentee's third year is required of an on-staff mentor and the mentor shall keep a log of the time devoted to this process for confirmation to the Administration. The log will be submitted to the building principal throughout the school year as mentoring is conducted and must be submitted by May 15 each year for payment of the mentor stipend. Any time spent together before or after the normal school year shall be at the option of the mentor and probationary teacher. Time commitments may change due to revision of state mandates.
 - b. The mentor will provide instructional support for the assigned probationary teacher(s) as needed. The minimum of mentor/probationary teacher contacts should be 8 per semester with no less than 1 contact per month.

The contacts will include the following activities:

Individual conferencing 2-5

Classroom observations (at least 2 per year the first year, and at least 1 in year 2 and 3).

Research shows that the eight most common problems for beginning teachers include:

- classroom discipline
- planning lessons and class work
- motivating students
- dealing with students' individual differences
- evaluating student work
- dealing with students' personal problems
- relating to parents
- coping with a lack of instructional resources

It is expected that each of these topics will be reviewed with the probationary teacher during the individual conferences or in-services provided by the mentor teacher.

4. The mentor teachers from within the staff shall receive the following Schedule B stipend per mentee:

First year probation/IDP – 25 hours – 1 ½ %

Second Year probation/IDP – 18 hours – 1%

Third year probation/IDP – 10 hours – 1%

Tenure teachers hired from another District may request a mentor for one year and the mentor will receive the same pay as second year probation 1%. Probationary teachers hired from another school district will combine total mentor experience not to exceed three (3) years. All probationary teachers new to the District will have a mentor for at least one (1) year.

APPENDIX G

TEACHER JOB SHARING

Job Sharing Job Sharing shall refer to two (2) or more experienced bargaining unit members sharing one (1) full-time position.

- A. **Purpose:** Two or more experienced bargaining unit members, at their request, pair up for the purpose of sharing common teaching assignments. This voluntary pairing shall not occur if the pairing results in the involuntary layoff or involuntary transfer of a full time teacher. It shall not occur if it prevents the recall of a laid off teacher. The application for Job Sharing shall be approved or disapproved in writing by the Superintendent within thirty (30) days of the application.
- B. **Application:** The teachers shall notify the District and the Association by April 1 of each year explaining their working arrangement and indicate their desire to job share. Once teachers have submitted their plan, they may not deviate from it unless they have the Superintendent's approval. Alternate days of instruction will be discouraged. Job sharing schedules currently taking place during the 05-06 school year will be grandfathered.
- C. **Pairing:** The teachers who have jointly agreed to work together must be certified and "Highly Qualified" under No Child Left Behind. The job sharing arrangement shall be for one year, renewable at the option of both teachers, subject to approval of the Superintendent.

- D. Responsibilities: Responsibilities of an assignment by two job sharers may be divided and/or allocated to a plan by the job sharers with approval by the District. This shall include but is not limited to attendance at regular staff meetings, District meetings, etc. The teachers are required to attend full-day in-services or special training days such as testing, training, curriculum workshops, and grade level meetings, which are required of full time teachers if appropriate. Stipends will be paid to teachers who are required to attend a full day.
- E. Compensation/Fringe Benefits: Compensation shall be determined by each teacher's step and column of salary schedule, prorated. Each teacher will gain one year of seniority and will move up one half (1/2) step on the salary schedule for each year worked at the job sharing position. Insurance, personal business days, and sick days will be prorated to the percentage of the day worked. If the job sharing teachers each work a half day, their benefits will be calculated at a fifty percent level, for example. The teachers may contribute any additional amounts necessary to pay the premium costs for insurance.
- F. Approval: The Superintendent and job sharing teachers will meet in person to review their proposal with agreement by the building principal. After review of the accepted proposal, the job sharing teachers and Superintendent will sign and date the agreement.
- G. Parent Letters/Friday Folders will be a shared responsibility of both teachers.
- H. Report Cards: Each teacher is responsible for marking their portion of the report card. Social habits/citizenship will be a combined effort of both teachers.
- I. Communication: Teachers will set aside time to discuss any parent comments, absence and tardy concerns, unit topics, discipline problems, and necessary communication.

The following JOB SHARE Teachers during the 2005-2006 school year will be grandfathered and will move up a full step for each year job shared:

Barbara Sinke

APPENDIX H **ALTERNATIVE EDUCATION PROGRAM**

The parties mutually recognize that in programs that use distance learning instruction via a certified teacher and the internet, such as the Fowlerville Online Learning Academy or programs that utilize educational software/internet to deliver content such as credit recovery and certain summer school classes, the role of the adult supervisor will be classified as either an on-site proctor or mentor. As such, the parties agree that the following conditions shall apply to on-site proctors and mentors within such programs.

Section 1: Proctors

Each program class period that utilizes educational software/internet to deliver course content shall have a certified district teacher acting in the capacity of "on-site proctor" (proctor). Such proctors shall be certified teachers employed by the Board with knowledge of computers and the internet and continuing to participate in professional development pertaining to addressing the issues of learning on-line.

- a. Responsibilities of proctors shall include: Maintaining order in the classroom, monitoring the students' work, giving assistance to student(s) as needed, tutoring the students as needed, and administering assessments that are part of the course. The proctor shall not be responsible for creating lesson plans or creating or grading tests or assignments.
- b. Cancellation of instruction due to technical problems shall not result in the loss of compensation.
- c. Bargaining unit members assigned to proctor positions during the regular school day in an alternative education program shall be placed on the regular salary schedule (Appendix A).
- d. A proctor shall be assigned for every one hundred (100) students enrolled in the alternative education program.
- e. Before and after the summer school operates, proctors will work three (3) additional hours.
- f. Bargaining unit members who are assigned a proctor position outside of the regular school day in addition to their regular teaching duties shall be compensated according to the following hourly salary schedule.

Step	BA Per Hour	MA Per hour
1 st year	\$26.86	\$28.92
2 nd year	\$27.88	\$29.95
3 rd year	\$28.92	\$30.99
4 th year	\$29.95	\$32.01
5 th year	\$30.99	\$33.05

Section 2: Mentors

Each program that includes distance learning instruction via an off-site certified teacher and the internet will utilize mentors. Such mentors shall be employed by the board with knowledge of computers and the internet and may be required to participate in professional development pertaining to addressing the issues of learning on-line.

- a. Responsibilities of mentors shall include: monitoring the students' work and progress in each course, giving assistance to student(s) as needed, tutoring the students as needed, maintaining a positive working relationship and tutoring environment with students either on or off site corresponding with the program teacher providing instruction, tracking attendance, and administering assessments that are part of the course. The mentor shall not be responsible for creating lesson plans or creating or grading tests or assignments.
- b. Mentors shall be compensated according to the salary schedule outlined in Section 1 d above.

APPENDIX I
LETTERS OF AGREEMENT

The parties shall have the authority to set forth agreements during the life of the contract in written Letters of Agreement. A Letter of Agreement shall be subject to approval by the FEA Representative Council. The attached Letter of Agreement form shall be used.

**Letter of Agreement
between the
Fowlerville Community Schools
and the
Fowlerville Education Association**

The parties agree to the following regarding _____:

- 1)
- 2)
- 3)

This Letter of Agreement may not be modified without the written consent of both parties. This agreement will expire when the contract expires and may only be extended by mutual agreement.

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Signature Indicating Tentative Letter of Agreement Has Been Reached:

For the Board Date For the Association Date

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Signature Indicating the FEA Representative Council and School District Have Approved the Agreement:

For the Board Date For the Association Date

