

# ***MASTER AGREEMENT***

**between the**

**FOWLER PUBLIC SCHOOL  
BOARD OF EDUCATION**

**and the**

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

**September 1, 2016-August 31, 2017**

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## **ARTICLE ONE – AGREEMENT**

This master contract entered into this 11th day of July, 2016, by and between the Board of Education of the Fowler Public Schools District, hereinafter called the "Board" and the Ingham Clinton Education Association, hereinafter called the "Association."

## **WITNESSETH**

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

## **ARTICLE TWO – RECOGNITION**

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

## **ARTICLE THREE – BOARD RIGHTS**

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

2. The right to hire all employees and, subject to the provisions of the law, to determine their qualifications; to discharge, demote or otherwise discipline employees for reasons that are not arbitrary and capricious; and to promote and transfer employees.
  3. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
  4. The selection of textbooks, teaching materials, and various teaching aides.
  5. The right to determine class schedules, class size, the hours of instruction and assignment of teachers with respect thereto.
  6. The right to adopt reasonable rules and regulations pertaining to the operation and administration of the school system and to define the descriptions and requirements of all jobs.
- B. The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provisions of this Agreement.

#### **ARTICLE FOUR – ASSOCIATION AND TEACHER RIGHTS**

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

- E. The Board agrees to make available to the Association upon request public information as required under the Freedom of Information Act as well as any information which may be necessary to process any grievance or complaint.
- F. Nothing contained in this contract shall be construed to deny or restrict to any teacher rights he/she may have under the laws of Michigan or the United States.
- G. When meetings to conduct negotiations or to resolve grievances are mutually arranged to be held during the school day, teachers participating in such meetings shall be released from regular duties without loss of pay.
- H. The Board shall provide a total of five (5) days per year to the Association President or his/her designee to participate in Association business. The Association shall reimburse the Board for the cost of obtaining substitute teachers at the Board approved rate. Request for absence will be submitted to the Superintendent at least one (1) week in advance of the scheduled absence except in the case of emergency, 48 hours. Association business days may be taken in half (1/2) day increments.

## **ARTICLE FIVE – PAYROLL DEDUCTIONS**

- A. Upon submission of signed authorization by a teacher, the Board shall deduct from the wages of the teacher and make the appropriate remittance for the Capital Area School Employees Credit Union, Farm Bureau Annuities, Ameriprise, Michigan Education Association Financial Services (MEA Financial Services Paradigm), Annuities and other Financial Services Programs.

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

### **403(b) Plan Program**

The District will implement an IRS compliant 403(b) Plan Program. The TPA and a designated District representative will discuss the Plan Program and its implementation with the Association's President and Vice-President prior to its implementation. This program shall include an IRS compliant Plan Document administered by a third party administrator (TPA). The cost for plan administration will be paid by the District. The Plan Document will be completed no later than January 1, 2009. The District reserves the right to implement the Plan Document any time prior to January 1, 2009. All members shall be eligible to participate in the Plan through a Salary Reduction Agreement. It is agreed that one of the designated investment vendors in the Plan shall be MEA Financial Services. The District agrees to remit the member's plan contributions to the TPA in a timely manner and no later than 15 business days after the end of the month in which such amounts would otherwise have been paid. The Plan will provide for investment options, loans, and allow for hardship withdrawals under IRS guidelines. Employees will receive annual notice of their right to participate in the Plan. If there are IRS required changes to the Plan, the TPA will give timely notice to the Association and the District. Other changes to the Plan will first be discussed with the Association.

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

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

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

## **ARTICLE SIX – TEACHING HOURS**

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

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

- B. Teachers shall not be required to stay until 4:30 p.m. more than an average of one (1) day per month, not to exceed two meetings in any one month, for a total of nine (9) per year. Teachers chairing required committees or subcommittees before or after school, which last at least one (1) hour, shall not be required to fulfill this assignment upon mutual agreement with the principal. It shall be the responsibility of the teacher to keep up with information shared at staff meetings. During the month of conferences and open houses, there will not be any staff meetings due to attendance at said conferences and open houses.

- C. The elementary teachers shall be provided an average of fifty (50) minutes per day non-teaching preparation. No preparation period shall be less than twenty (20) minutes. Teachers shall not be required to remain with their students where students are otherwise supervised if they receive permission from the Administration. Elementary teachers may be required to supervise student recess following a discussion by the principal with the teachers involved concerning the implementation of recess supervision.

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

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

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

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

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

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



## **ARTICLE SEVEN – TEACHING CONDITIONS**

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

## **ARTICLE EIGHT – TEACHER QUALIFICATIONS AND ASSIGNMENT**

- A. Teachers must meet the standards as established by the "highly qualified" requirements under the Elementary and Secondary Education Act (ESEA).
- B. The employer shall take no action to comply with the No Child Left Behind Act of 2001, as amended, 20 USC 6301 *et seq.*, that has an adverse impact on any bargaining unit member without first meeting with the Association.

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

- C. The District will notify the Association of any School Improvement Plans calling for corrective action or restructuring as required under the ESEA which may affect the wages, hours or working conditions of bargaining unit members.
- D. Class size provisions shall be reviewed for the purpose of meeting adequate yearly progress (AYP) under the Elementary and Secondary Education Act. The Association and the Administration shall meet to explore remedies for any school identified as failing to meet AYP for a third consecutive year.
- E. All teachers shall be given written notice of their schedules and grade assignments for the forthcoming year prior to the closing of the school year. In the event that changes in schedules are thereafter made, all teachers affected shall be notified promptly. Said teachers shall be given an opportunity to meet with the administration to discuss resolutions and/or alternatives which will be the most beneficial to the educational program.
- F. The term "seniority" as used in the Master Agreement shall be length of continuous service with the Fowler Public School District and a member of the Fowler Education Association. The accrual of seniority shall begin from the last date at hire which shall be the first day the employee reported for a scheduled workday from which there has been continuous employment. Time on approved leave or layoff shall not count toward accrued seniority but shall not constitute a break in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

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

- G. Any extracurricular or extra duty assignments, in addition to the normal teaching schedule during the regular school year, shall not be obligatory but shall be with the consent of the teacher with the exception of band which may be a required extracurricular assignment of the instrumental music teacher at the discretion of the Board of Education.

## **ARTICLE NINE – TEACHER PROTECTION**

- A. Any case of a school related assault by or upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render reasonable assistance to the teacher in connection with handling of the incident by law

enforcement and judicial authorities if the teacher acted appropriately. The teacher will reimburse the Board any and all expenditures that are paid by the teacher's liability insurance.

- B. Time lost during the workers compensation waiting period or for any related legal proceedings by a teacher in connection with any incident mentioned above shall not be charged against the teacher.
- C. The Board will reimburse for proven loss, damage, or destruction of personal property of a kind normally worn or brought onto school property while on official duty. This obligation shall not extend to any such loss which is covered under the teacher's personal insurance.
- D. No teacher shall be disciplined for reasons that are arbitrary and capricious.
- E. Teachers shall have an opportunity to request Association representation during any formal disciplinary action. When a request for such representation is made, discipline shall be delayed until a representative can be present unless the seriousness of the offense merits immediate discipline and in no case shall discipline be delayed to accommodate the Association representative more than forty-eight (48) hours. Whenever a teacher is being questioned in reference to possible misconduct on his/her part, he/she shall be permitted Association representation upon request.
- F. Any complaint made against a teacher will be promptly called to the attention of the teacher. No complaint against a teacher shall become a part of the teacher's file until it has been verified and the source has been identified, except where the identity of the source is protected by law.
- G. Upon request, a teacher shall have the right to inspect his/her Central Office personnel file. The request shall be made with Central Office during working hours. The inspection must be made in the presence of the administrator or designee responsible for the safekeeping of the files. Personnel file information shall not be stored on any computer with unsecured access.
  - 1. A representative of the Association may, at the request of the teacher, accompany the teacher during the review of his/her personnel file.
  - 2. No evaluative, disciplinary, or negative material shall be placed in an employee's personnel file without the teacher's knowledge.
  - 3. In the event that a court order or FOIA request is presented for information from the personnel file, the teacher shall be promptly provided with a copy of the court order or FOIA request.
  - 4. Information from the teacher personnel file may not be released to third parties, who are not representatives or agents of the District, without prior written permission of the teacher, unless such release is required by law.
  - 5. Nothing contained herein shall be construed as a limitation on the District's ability to access or review an employee's personnel file in the ordinary course of business.

6. The Administration shall provide a list of documents to be released as a result of a FOIA request to the teacher and the Association. The District recognizes its responsibility to protect the privacy rights of its employees, as well as its obligation to comply with the law.
  7. If the individual teacher wishes to write a response to any disciplinary or evaluative records, which are to be released, he/she shall do so prior to the date of the required disclosure. The individual teacher's written response shall accompany the released documents. The individual teacher shall receive copies of all released information.
- H. A teacher shall have the right to review the contents of all records, excluding initial references, of the District pertaining to said teacher, originating after initial employment and to have a representative of the Association accompany him/her in such review.
- I. If the teacher is requested to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

## **ARTICLE TEN- VACANCIES, PROMOTIONS AND TRANSFERS**

- A. Positions are considered vacant when a bargaining unit member(s) holding the position(s) are discharged, quit, retire, transfer, are promoted, or the member otherwise permanently vacates the position; or any position that is newly created.
- B. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such request shall be renewed once each year to assure active consideration by the Board.
- C. When the Board determines to fill a vacancy it shall notify the Association and post such vacancy on teacher bulletin boards in each building. Any teacher may apply for a vacancy. Unsuccessful bargaining unit applicants shall be notified, upon request, of the reasons that they did not receive the vacant position.
- D. Whenever vacancies occur during the summer months, the following procedure shall be followed:
1. Teachers with specific interests in possible vacancies will notify the Superintendent, in writing, during the last regular week of school and shall include a summer address.
  2. Should a vacancy occur, the teachers who have expressed an interest in said position shall be notified in writing by the Superintendent.
  3. The teachers so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position.
  4. The Superintendent shall notify the President of the Association in writing.

- E. During the school year, all extra-duty vacancies will be posted on the teacher bulletin board for five (5) days before being filled.

## **ARTICLE ELEVEN – SICK LEAVE**

- A. All teachers regularly employed by the District who are absent from duty because of personal illness or disability shall be allowed ten (10) days per year. Sick leave days may be accumulated to a maximum total of one hundred seventy (170) days at the end of the school year. For those teachers who have accumulated the maximum number of days, ten (10) sick days shall be added for the teacher's use during the coming school year. Any of the additional sick leave days remaining at the end of the school year in excess of one hundred seventy (170) days will then be forfeited.

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

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

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

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

- E. A teacher may take a maximum of five (5) days per death, to be deducted from sick leave, for deaths in the immediate family which shall be interpreted as mother, father, mother-in-law, father-in-law, husband, wife, children, brother or sister.
- F. A teacher may take a maximum of two (2) days per death, to be deducted from sick leave, for the following deaths; aunt, uncle, niece, nephew, grandchildren, brother-in-law, sister-in-law, grandfather or grandmother, and grandparents-in-law. If travel is involved in

excess of 200 miles one-way, the teacher shall be granted up to two (2) additional days. At the discretion of the Superintendent or his designee, a teacher may take one (1) day per death, to be deducted from sick leave, for the death of someone important or meaningful to the teacher.

- G. If a teacher uses up his or her sick leave, that teacher will be granted an unpaid leave of absence for that death or deaths. Sick days may be used for a death in the family only at the time of death in all of the above situations.
- H. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave without pay for up to one (1) calendar year which may be extended upon request.
- I. Disability due to pregnancy shall be treated as any other disability.
- J. Any teacher granted Worker's Compensation benefits shall, after receipt of such benefits, be paid the difference between the teacher's weekly compensation and the amount received from Worker's Compensation which shall be deducted from the teacher's personal accumulated sick leave days until such days are exhausted. The sick day deduction shall be prorated at a fractional basis in proportion to the actual amount paid per day by the Board.
- K. For any teacher terminating employment from the District, the teacher shall be paid for unused leave days based on the following schedule:

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

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

A teacher terminating employment with one hundred fifteen (115) or more days, to a maximum of one hundred fifty-five (155), will be paid a total of ten dollars (\$10) more per day above and beyond the above referenced schedule.

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

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

- L. Teachers may utilize sick leave time in half (1/2) day portions.
- M. At the beginning of each school year, teachers will be notified in writing of their number of accumulated sick leave days.
- N. Sick Bank—Teachers may donate days from their accumulated sick leave to another teacher who has exhausted his/her accumulated sick leave due to a previous or current long-term illness. The donation of days shall be for the express purpose of sustaining the teacher's sick leave until such time as he/she can qualify for long term disability as provided in Article Twenty-one, Section A-4. A written authorization signed by the donating

teacher shall be sent to the Superintendent and a copy to the Association. Teachers donating sick days shall not be eligible to receive perfect attendance compensation for that semester. The Association shall be responsible for keeping track of the donated sick days. In the event a full-time teacher donates a sick day to a part-time teacher, one full day of sick leave will be deducted towards the bank. (Sick days are considered equal to the teachers scheduled work day regardless of part-time/full-time status.)

## **ARTICLE TWELVE – BUSINESS LEAVE**

- A. Business leave not to exceed four (4) days in any one contractual year shall be granted upon request when it is not possible to arrange such business for non-duty hours. Requests for such leave must be made with the Administration as far in advance as possible and at least twenty-four (24) hours in advance, except in case of emergency. A business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year, except as approved by the Superintendent. Business days may be accumulated to a maximum of two (2). For those teachers who have accumulated the maximum number of days, four (4) business days shall be added for the teacher's use during the coming school year. Any of the additional business days remaining at the end of the school year in excess of two (2) will be added to sick leave accumulation.
- B. A leave of absence will be granted a teacher called for jury service. The Board shall pay an amount equal to the teacher's daily salary (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty on which he/she otherwise would have been scheduled to work.
- C. Teachers may be granted three (3) days for a leave of absence with pay for Administration approved visitation at other schools or attending meetings or conferences of an educational nature. Reasons for denial will be given each teacher whose leave was denied. Any teacher who is denied a leave of absence under this clause shall have the right to appeal before the school board.
- D. A teacher who is subpoenaed to testify during school hours in any judicial or administrative matter connected with the school district shall receive his/her full salary for such time. It is expressly understood that this provision shall not apply in the event the teacher is subpoenaed to testify against the school district or Board of Education.

## **ARTICLE THIRTEEN – UNPAID LEAVES OF ABSENCE**

- A. Leaves of absence of up to one (1) year without pay (or extensions of such leaves) may be granted for the following purposes:
  - 1. Educational improvement through further training.
  - 2. Child adoption.
  - 3. Joining the Peace Corps as a full time participant.
  - 4. Becoming an officer of a state association.
  - 5. Campaign for, or serve in, a public office.
  - 6. General Purpose Leave:
    - (a) A general purpose leave may be granted for a period of up to one (1) year, subject to the recommendation of the Superintendent and approval of the

Board. The granting or non-granting of such leave on a request-by-request basis will not be construed to constitute past practice.

- (b) Teachers granted a general purpose leave will inform the Board of their intent to return by March 1 of the school year following his/her leave request. Upon written application to the Superintendent, an extension of the general purpose leave may be granted by the Board of Education. No fringe benefits, including but not limited to, sick leave, hospitalization, insurance, disability insurance, dental insurance, life insurance, vision insurance, etc., shall be provided during the leave period. Seniority shall not accrue during an unpaid leave of absence.

- B. If the teacher completed more than a semester's work during the school year in which the leave was taken, he/she will be granted a year's increment for salary and fringe benefits. A teacher who does not return from an unpaid leave until the start of second semester shall be credited with one-half of the allocated sick leave for that school year as defined in Article 13, Section A.

- C. Any person granted a leave of absence under this Article will inform the Board of their intent to return no later than March 1 of the school year following his/her leave request.

When leaves granted under this Article commence on or after February 1, the teacher shall, within thirty (30) days of the commencement of the leave, notify the District of his/her intent to return.

- D. Any teacher who has been denied a leave of absence may have the right to appeal this denial to the Board of Education.

- E. A leave of absence shall be granted for the purpose of child bearing and newborn care at the teacher's request for up to one (1) year. The teacher shall notify whenever possible, the Superintendent's office at least thirty (30) days before the beginning of the leave so that necessary arrangements can be made to procure the teacher's replacement. In the event of an emergency, leave may commence immediately upon written request.

Assignment to a position for which the teacher is certified and qualified shall be considered as restoration to an equivalent position for purposes of applying the Family and Medical Leave Act. The initial leave request shall indicate the expected date of the start of the leave and shall state the date of return. As nearly as possible the return date of the leave shall conform to the beginning or ending of a semester. Teachers may request an extension of this leave for up to one (1) year which may be granted by the Board.

- F. Family and Medical Leave Act (FMLA) Leave

- 1. A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to eligible teachers in accordance with the Family and Medical Leave Act (FMLA) for the purposes permitted by the FMLA. Such purposes include:

- a. Because of and to care for the teacher's son or daughter upon birth or placement for adoption or foster care. Entitlement to leave under these circumstances shall expire at the end of the twelve (12) month period beginning on the date of the birth or placement of the son or daughter.



- b. To care for the teacher's spouse, son or daughter, or parent who has a serious health condition.
- c. Because of a teacher's own serious health condition that makes the teacher unable to perform the functions of the teacher's positions.

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

- 2. To be eligible for a FMLA leave, a teacher must have been employed for at least twelve (12) months, and for at least 1,250 hours during the previous 12-month period, and meet any other eligibility criteria of the FMLA for the particular type of leave.
- 3. A FMLA leave may be taken on an intermittent or reduced schedule when medically necessary, according to the provision of Section 102(b) of the FMLA. (See Appendix B)
- 4. Paid accumulated sick leave available to the teacher under the terms of this Agreement and used by the teacher for the same purposes as the FMLA leave, will be counted as part of the leave time available and used under the FMLA leave.
- 5. During the period of FMLA leave, the teacher's health insurance benefits shall be continued as required by the FMLA, subject to Section 104(C)(2) of the FMLA. (See Appendix C)
- 6. All FMLA leaves shall be subject to and administered in accordance with the FMLA and its applicable regulations.
- 7. FMLA leave can be used in addition to other unpaid leaves listed in this Agreement.

G. Military Leave

To the extent provided by law, military leaves of absence shall be granted to any teacher in the Fowler Public Schools who shall be inducted or who enlists for military duty to any branch of the Armed Forces of the United States. Teachers on military leave shall be given the benefit of any increments, seniority and sick leave allowance which would have been credited to them had they remained in active service to the school system during the period of their military service. Provisions of this leave are also applicable to the obligations of the National Guard-Reserve Component which would demand time away from a teaching position. Teachers fulfilling their obligations to the National Guard-Reserve Component on an intermittent basis shall be allowed to take sick and/or business leave days and be compensated for such time away from their teaching position. The teacher will be required to submit documentation of his/her required attendance at such duties. The teacher shall reimburse the District for the substitute cost on such days, provided the

teacher will not be required to reimburse the District for more than the military pay he/she received for that day.

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

## **ARTICLE FOURTEEN – GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the expressed written terms of this Agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
  - 1. The termination or nonrenewal of the employment of any probationary teacher shall be governed exclusively by the procedures and standards of the Michigan Teacher Tenure Act and shall not be subject to the grievance and arbitration provisions of this Agreement.
  - 2. The discharge or suspension for more than three (3) days of a tenured teacher shall be governed exclusively by the terms of the Michigan Teacher Tenure Act and shall not be subject in any way to the grievance and arbitration provisions of this Agreement.
  - 3. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule shall be at the discretion of the Board.
- C. The Association shall designate a Grievance Committee to handle grievances. The Association shall notify the Superintendent, in writing, of the members of this committee on or before October 1, of each year and any changes thereafter. The Board hereby designates the Principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- D. The term "days" as used herein shall mean days in which school is in session. At the end of the school year, "days" will mean week days.
- E. Written grievances as required herein shall contain the following:
  - 1. It shall be signed by the grievant or grievants, and the Association Representative;
  - 2. It shall be specific;
  - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
  - 4. It shall cite the section or subsections of this contract alleged to have been violated;
  - 5. It shall contain the date of the alleged violation or specify that it is a continuing violation;

6. It shall specify the relief requested.

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

- F. Level One - A teacher shall have ten (10) days from his/her knowledge of the facts of the occurrence of an alleged grievance as defined in Section A to orally discuss the grievance with the Building Principal in an attempt to resolve same. If no resolution is obtained within five (5) days of the discussion, the teacher shall reduce the grievance to writing and submit it to the Principal and the Grievance Committee within ten (10) days from the discussion. Within five (5) days, the Principal will submit his/her response in writing to the Committee.
- G. Level Two - If no resolution is obtained at Level One, a copy of the written grievance shall be filed with the Superintendent or his/her designated agent by the Grievance Committee and/or the grievant within ten (10) days from the receipt of the response from the Principal or the deadline for receipt of the response. Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the Grievance Committee to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or his designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Grievance Committee, and the building principal in which the grievance arose, and place a copy of same in a grievance file in his/her office.
- H. Level Three - Individual teachers shall not have the right to process a grievance at Level Three.
  1. If the Association is not satisfied with the disposition of the grievance at Level Two, it may refer the matter for arbitration to the American Arbitration Association by filing a demand for arbitration in writing with the American Arbitration Association within twenty (20) days after the decision of the Superintendent or his/her designated agent. Upon timely filing the demand for arbitration with the American Arbitration Association, the selection of the Arbitrator shall proceed according to the rules of the American Arbitration Association which shall likewise govern the proceedings.
  2. Neither party may raise a new defense or ground related to the grievance at the arbitration hearing not previously raised during the grievance procedure, except to challenge arbitrability. A pre-arbitration hearing may be requested by either party, but shall not take place within five (5) days of the arbitration hearing unless otherwise mutually agreed to by the parties.
  3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association, subject to the rights of the Board or the Association to judicial review. Any lawful decision of the arbitrator shall be forthwith placed into effect.
- I. Powers of the arbitrator are subject to the following limitations:

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  2. He shall have no power to establish salary scales.
  3. He shall have no power to neither change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board which is not inconsistent with this contract.
  4. He shall have no power to interpret state or federal law.
  5. He shall not hear any grievance previously barred from the scope of the grievance procedure, but shall determine whether the grievance is barred.
  6. More than one (1) grievance of similar nature may be considered by the arbitrator.
  7. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
- J. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the time limits specified, or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred.
- K. All preparation, filing presentation, or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations except by mutual consent or by order of the arbitrator.
- L. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- M. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
- N. A grievance may be withdrawn at any level without prejudice.
- O. If a grievance involved more than one (1) building, the Association may bypass Level One and proceed directly with the written grievance presented at Level Two.
- P. If the Board disputes the arbitrability of the grievance, the arbitrator shall be requested to first rule on the arbitrability of the grievance and if he/she rules that it is not arbitrable, the grievance will be terminated.

## **ARTICLE FIFTEEN – SCHOOL IMPROVEMENT TEAM**

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

## **ARTICLE SIXTEEN – NEGOTIATION PROCEDURES**

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, unless new laws or court decisions require it. Matters of common concern may be subject to negotiation during the period of this agreement upon the request and mutual agreement of both parties.
- B. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.
- C. Negotiations on a succeeding agreement will commence sixty (60) days prior to the expiration of the current agreement.

## **ARTICLE SEVENTEEN – MISCELLANEOUS PROVISIONS**

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any

individual contract shall be expressly made subject to and consistent with the terms of this Agreement.

- C. As soon as possible after ratification by both parties, a copy of the Master Agreement shall be provided to each teacher, Board member and Administrator.

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

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

## **ARTICLE EIGHTEEN – COMPENSATION**

- A. Teachers may be given up to ten (10) years credit, not retroactive on the Salary Schedule.
- B. Teachers may select a twenty-one (21) or twenty-six (26) pay schedule but may not change after selection is made for that school year. The Business Office must be notified by August 1 of the selection. The selection will continue from year-to-year unless the business office is notified of a different selection by August 1.
- C. One-seventh (1/7) of salary shall be provided for an extra class taught by a teacher during a conference period for the school year. Thirty (\$30) dollars shall be paid to teachers teaching a class for one class period during conference hour except when the teacher has an extra free period due to class not meeting. Teaching an extra class will be on a voluntary basis as much as possible except in cases of emergency. No teachers are to be used as relief or substitute teachers as part of their regular responsibilities unless the teacher agrees with such an assignment.
- D. Teachers, when required to drive their automobile in the discharge of their duties, or when requested to do so by the appropriate supervisor, shall be reimbursed for miles driven from the shortest distance, may it be home or school, at the current IRS rate, which will be established on the first teacher day of the new school year and the first day of the second semester. Multiple teachers attending the same conference will make an effort to arrange carpooling with their supervisor before the event.

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

- E. Teachers requesting pay for additional hours beyond the Bachelor Degree (B.A. + 18 semester hours or Masters Degree) must submit proof of additional hours seven days prior to the beginning of the semester in order to receive additional compensation. In the event the teacher completes the additional coursework by the end of the first semester, then the full

step amount will be pro-rated to reflect one-half (1/2) payment at the previous degree level and one-half (1/2) payment at the new degree level. (Example: For the 2003-04 school year, Teacher X who is currently on the BA+18, Step 6, completes the additional coursework for a MA in December, 2003. Teacher X receives one-half (1/2) the difference between BA+18, Step 6, and MA, Step 6. In the year 2004-05, Teacher X will be placed on the MA scale, Step 7.)

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

G. Longevity (all teachers)

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

1. After thirteen (13) years of service with the Fowler Public Schools, teachers will receive an additional three percent (3.0%) of the pay for the maximum step of the appropriate track of the salary schedule.
2. After sixteen (16) years of service with the Fowler Public Schools, teachers will receive an additional five percent (5.0%) of the pay for the maximum step of the appropriate track of the salary schedule.
3. After nineteen (19) years of service with the Fowler Public Schools, teachers will receive an additional seven and one-half percent (7.5%) of the pay for the maximum step of the appropriate track of the salary schedule.
4. After twenty-two (22) years of service with the Fowler Public Schools, teachers will receive an additional ten percent (10.0%) of the pay for the maximum step of the appropriate track of the salary schedule.
5. After twenty-five (25) years of service with the Fowler Public Schools, teachers will receive an additional eleven percent (11.0%) of the pay for the maximum step of the appropriate track of the salary schedule.
6. After twenty-eight (28) years of service with the Fowler Public Schools, teachers will receive an additional twelve percent (12.0%) of the pay for the maximum step of the appropriate track of the salary schedule.
7. After thirty (30) years of service with the Fowler Public Schools, teachers will receive an additional thirteen percent (13.0%) of the pay for the maximum step of the appropriate track of the salary schedule

H. In lieu of receiving the severance incentive provided for in Article 22, a teacher planning to retire shall receive an additional longevity payment during each of the three years preceding their anticipated retirement in the amount of two thousand dollars (\$2,000) to be paid each year before the end of the fiscal year for additional transitional services rendered to the District. A teacher shall be entitled to receive the final two thousand dollar (\$2000) enhanced longevity payment, providing he/she provides a letter of resignation by

June 1 to the District. Upon the receipt of the retirement resignation letter, the District shall make the enhanced longevity payment in the next payroll period.

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

It shall be the teacher's responsibility to notify the Superintendent of his/her anticipated retirement in order for this provision to take effect. The teacher must make application no later than August 1 of the school year for which he/she wants the enhanced longevity payments to commence (for example, application by August 1, 2016, to receive enhanced longevity for the 2016-2017 school year). A teacher shall have the option of receiving the enhanced longevity spread over the course of the school year in his/her regular pay (21/26 payments). A teacher must notify the business office of his/her payment selection at the time of application. A teacher may change his/her selection on a yearly basis, provided he/she notifies the business office no later than August 1 of the present school year. Teachers who wish to suspend payments of longevity shall notify the business office no later than August 1. Nothing herein shall require a teacher to retire after receiving his/her entire longevity payment, nor shall it obligate the District to provide any additional severance incentive. In the event the person must resign due to disability; no notice will be required.

- I. Any bargaining unit member who performs any contractual extra-curricular activity defined in Appendix 2 of the Master Agreement will be provided a contract for their position within the first two weeks of the school year or their respective season. Positions will be paid in accordance to the defined schedule below. A signed contract must be returned to the supervisor in order to receive the first pay. The second pay will be distributed after the bargaining unit member turns in the Extra-Curricular Duties Completion Form, found in Appendix 2A, to the supervisor.

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

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

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

Pay will be available in one payment by the following dates:

Play directors: within three weeks of completion of the play



## **ARTICLE NINETEEN – FRINGE BENEFITS**

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

1. MESSA-PAK Plan A containing:

Health - Choices II, \$1000/\$2000 **or** \$2000/\$4000 deductible, Saver Rx, \$20 office visit co-pay, \$25 urgent co-pay, \$50 emergency co-pay, and adult immunizations with XVA2 Rider, **or** MESSA ABC Plan 2 (HSA) with \$2000/\$4000 deductible.

Dental - Delta Dental Insurance with 100% coverage for Class I and Class II services, and 50% coverage for Class III services with an annual maximum of \$1500 and 50% coverage for Class IV services with a lifetime maximum of \$1000 and with rider for two (2) cleanings per year.

Vision - MESSA VSP-3

Life - \$25,000 MESSA Negotiated Term Life with AD & D for each teacher regardless of full/part-time status.

LTD - Long-term disability insurance which will provide for disability pay at sixty-six and two-thirds percent (66-2/3%) of the monthly pay, after a sixty (60) calendar day waiting period and a three thousand dollar (\$3,000) maximum monthly payment.

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

Dental - Delta Dental Insurance with 100% coverage for Class I and Class II services, and 50% coverage for Class III services with an annual maximum of \$1500 and 50% coverage for Class IV services with a lifetime maximum of \$1000 and with rider for two (2) cleanings per year.

Vision - MESSA VSP-3

Life - \$25,000 MESSA Negotiated Term Life with AD & D for each teacher regardless of full/part-time status.

LTD - Long-term disability insurance which will provide for disability pay at sixty-six and two-thirds percent (66-2/3%) of the monthly pay, after a sixty (60) calendar day waiting period and a three thousand dollar (\$3,000) maximum monthly payment.

B. For those electing PAK B, the Board shall provide a cash option in lieu of medical benefits. The cash option shall be an amount equal to the single subscriber rate of MESSA Choices II (Saver Rx prescription drug card) health insurance. The cash in lieu amount will not exceed the Board's obligation for the cost of the contract-determined single subscriber plan. The single subscriber payment amount shall be capped at four hundred fifty dollars

(\$450) per month. The cash in lieu payment will not be less than four hundred dollars (\$400) per month.

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

- C. The Board's insurance contributions shall begin in September of each year and continue for twelve (12) full months. Likewise, beginning September 1, 2016, each bargaining unit member selecting MESSA-Pak Plan A shall contribute toward the cost of their health insurance premiums the amount in excess of the legislatively mandated cap amounts until August 31, 2017. Except as otherwise arranged, employee contributions shall be withheld via payroll deduction in equal installments. The Board agrees to establish a salary reduction plan within the guidelines of the Internal Revenue Service to afford teachers the opportunity to pay with pre-tax dollars for the out-of-pocket premium deductions set forth above, as well as medical or other qualifying expenses incurred.

For those members selecting MESSA ABC Plan 2 (HSA), the Board will pre-fund \$1300 or \$2600 of the HSA deductible amount for the member who will then contribute toward the cost of their health care benefits the amount in excess of the legislatively mandated cap amounts until August 31, 2017. Except as otherwise arranged, employee contributions shall be withheld via payroll deduction in equal installments. Members electing not to have the deductible amount pre-funded must notify the business office in writing of their election by September 30, 2016. Members who resign or retire before the end of the contract year will be required to repay the remainder of any pre-funded deductible amount still owed to the district at the time of their resignation or retirement.

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

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

- F. Regularly employed part-time teachers shall receive prorated subsidies that they may apply toward the purchase of insurance coverage that all other teachers are entitled to. (Example: a teacher teaching two (2) class periods a day would be entitled to a two-sevenths (2/7) of the premium for each benefit.) If the teacher elects not to purchase the health insurance coverage, he/she may elect to have a prorated subsidy of the annuity as described in paragraph B.
- G. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such, any claims disputes are, therefore, not subject to the grievance procedure.

- H. Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters. The employer shall provide all necessary forms and an appropriate amount of time to complete the forms.
- I. The Board, by payment of the premium payments required to provide the insurance coverage, shall be relieved from all liability with respect to the benefits provided by the insurance coverage described. The terms of any contract or policy issued by an insurance company herein shall be controlling as to all matters including, but not limited to, benefits eligibility, commencement and termination of coverage.
- J. Where spouses are both employed by the Board, the Board shall not be obligated to provide dual health insurance coverage. Where spouses are both employed by the Board, one employee must elect the Section 125 Cafeteria Plan.

**ARTICLE TWENTY– VOLUNTARY LEAVE OF ABSENCE**

During a period of impending layoffs, the Board of Education may grant a voluntary leave of absence without pay and without paid fringe benefits when such a leave would be to the benefit of the District. A teacher granted such a leave cannot return prior to the established expiration date of the leave without Board approval. At the teacher's request the teacher on leave may be allowed to substitute teach at the substitute teacher rate of pay. A teacher on such leave may continue insurance coverage at the teacher's expense. Arrangements for the continuation of coverage must be made through the business office at the time the leave is granted.

**ARTICLE TWENTY-ONE– JOB SHARING**

- A.
  - 1. It is agreed between the parties of this Agreement that full-time teachers may request to share positions. For the purpose of this Agreement, job sharing shall be considered a partial leave of absence for full-time personnel.
  - 2. The Board shall, at its sole discretion, determine how many job-sharing opportunities, if any shall be offered each year. The Board will announce in writing to teachers, the benefits of the program, the number of job sharing opportunities for the year, a termination date for applications and the number of teachers that will be granted the program if more than the allotted number apply. The procedures for making this decision shall not be capricious or arbitrary.
  - 3. It is expressly recognized that the employer shall have the sole discretion and authority to approve any given job-share proposal.
- B. The Board and the Association agree that job sharing arrangements shall be restricted to two (2) teachers sharing one (1) full time position.
  - 1. Agreement to share a full time teaching assignment shall commit the teacher(s) for not more than one (1) year and shall expire with the last workday of each school year.

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

## **ARTICLE TWENTY-TWO – SEVERANCE INCENTIVE**

- A. A Severance Incentive Program shall be offered to the members of the bargaining unit who have fifteen (15) or more years of professional service with the Fowler Public Schools at the time of termination of employment. Time on layoff, on approved leave, or substituting shall not count toward accrued service time.
- B. This incentive will be available only to those members currently employed by and eligible to remain in employment with the Fowler Public Schools.
- C. The severance incentive will be in the amount of two thousand (\$2,000) payable during the first year following termination, two thousand (\$2,000) payable during the second year following termination and two thousand (\$2,000) payable during the third year following termination. The severance amount shall be distributed in the first paycheck in July of each year.
- D. The Board shall provide all fringe benefits to which the teacher was normally entitled for three (3) months after the termination date, except for teachers terminating mid-year for other employment, who shall be entitled to all fringe benefits for one (1) month after the termination date.
- E. If the Board subsequently employs the teacher as a substitute, it shall be at the regular rate of substitute pay.

## **ARTICLE TWENTY-THREE– ANNEXATION/CONSOLIDATION**

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

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

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

## **ARTICLE TWENTY-FOUR – MENTOR TEACHER**

- A. Definition and Purpose  
In accordance with Public Act 335 of 1993, section 1526, for the first three (3) years of employment in classroom teaching, and a fourth year if requested by the mentee or the

evaluating administrator, a teacher shall be assigned one (1) or more master teachers, or college professors or retired master teachers who shall act as a mentor or mentors to the teacher. The building principal shall make the assignment(s). The Mentor Teacher shall be available to provide professional support, instruction and guidance to the mentee. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.

B. Mentor Teacher Assignment

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

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

C. Relationship of Mentor and Mentee

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

D. Release Time

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

this collaborative relationship. Where possible, the Mentor Teacher and mentee shall be assigned common preparation time.

- E. The mentor and mentee will meet at least two (2) hours a month to enhance their relationship and accomplish the goals of the Mentor program. A record of these meetings will be provided to the principal on a monthly basis on a form to be developed by the administration and association.
- F. Compensation  
Bargaining unit members will receive a stipend of two hundred and fifty dollars (\$250) per mentee per semester to be paid in two equal payments by January 31 and June 30.

## **ARTICLE TWENTY-FIVE – PUBLIC SCHOOL ACADEMIES**

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

## **ARTICLE TWENTY-SIX – PART-TIME TEACHERS**

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

- E. Teachers in part-time positions shall attend staff meetings, records days, and in-service days on a mutually agreed upon prorated basis. Teachers in part-time positions shall attend the regularly scheduled annual parent-teacher conferences. The mutually agreed amount of prorated time shall be equal to the amount of total prorated time that the teacher would have spent in attending staff meetings and in-services. **ARTICLE TWENTY-SEVEN- DURATION**

Article 11 and Article 12 shall have immediate effect. All other articles of this Agreement shall be effective September 1, 2016 through August 31, 2017.

**FOWLER PUBLIC SCHOOLS  
BOARD OF EDUCATION**

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

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
Chairperson - ICEA

BY: \_\_\_\_\_  
Vice-President

BY: \_\_\_\_\_  
President – Fowler Education  
Association

BY: \_\_\_\_\_  
Secretary

BY: \_\_\_\_\_  
MEA UniServ Director

BY: \_\_\_\_\_  
Treasurer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**APPENDIX ONE  
2016-2017 SALARY SCHEDULE**

hired 1986-87 or before:

	BA	BA+18	MA
Step 11	\$55,227.91	\$57,826.26	\$60,509.71

hired 1987-88 or later:

	BA	BA+ 18	MA
step 1	\$34,275.92	\$35,078.50	\$36,211.11
step 2	\$36,211.37	\$37,018.82	\$38,337.58
step 3	\$38,148.15	\$38,957.61	\$40,582.78
step 4	\$40,089.05	\$41,057.95	\$42,967.78
step 5	\$42,352.89	\$43,322.80	\$45,491.46
step 6	\$44,671.62	\$45,420.04	\$48,161.10
step 7		\$47,686.99	\$50,989.10
step 8		\$50,032.65	\$53,981.71
step 9		\$51,535.87	\$57,148.74
step 10		\$52,838.63	\$60,509.71

2015-16: Freeze in step, lane and longevity advancement.

2016-17: All employees will receive step, lane and longevity increases that reflect advancement of one year or step from the 2014-15 salary schedule.

## APPENDIX TWO – EXTRA-CURRICULAR ACTIVITIES

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

### *CLASS ADVISOR*

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

### *FOOTBALL*

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

### *WRESTLING*

Head Varsity .....	7.5%
--------------------	------

### *GOLF*

Head Varsity .....	8.5%
--------------------	------

### *CHEERLEADING*

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

### Winter

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

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

### *BASKETBALL*

Head Varsity .....	10.5%
J.V. ....	8.0%
Freshman .....	5.5%
8 <sup>th</sup> Grade .....	4.0%
7 <sup>th</sup> Grade .....	4.0%

### *BASEBALL/SOFTBALL*

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

### *CROSS COUNTRY*

Head Varsity .....	8.5%
7 <sup>th</sup> and 8 <sup>th</sup> Grade .....	2.5%

### *TRACK*

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

### *VOLLEYBALL*

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

### *DRIVER EDUCATION,*

Increase to be same percentage as applied to the current contract year's Teacher Salary Schedule. (\$24.49 in 2013-14)

### *ATHLETIC SUPERVISION*

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

*NATIONAL HONOR SOCIETY*.....2.0%

*SADD ADVISOR*.....2.0%

*BPA*..... 2.0%

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

Request for Payment  
Extra — Curricular Duties Completion Form

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Extra Curricular Assignment: \_\_\_\_\_

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

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

Signature of Employee: \_\_\_\_\_

---

(To be completed by supervisor)

Date request for payment was received from employee: \_\_\_\_\_

Check off responsibilities as listed above.

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

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Appendix Three

### Fowler Public Schools 2016-17 Calendar

Thursday, September 1	Staff reports—In-service
Tuesday, September 6	Students report
Friday, October 14	11:30 dismissal; Staff PD in PM
Friday, November 4	End of 1 <sup>st</sup> marking period—11:30 dismissal <b>(45 staff, 44 student days)</b>
Wednesday, November 9	1:30 dismissal—Parent-Teacher conferences 2:30-5:00
Thursday, November 10	1:30 dismissal—Parent-Teacher conferences 2:30-5:00, 6:00-8:00
Friday, November 11	No School
Wednesday, November 23	11:30 dismissal; Staff PD in PM
Thursday, November 24	No School—Thanksgiving recess
Friday, November 25	
Monday, November 28	Classes resume
Wednesday, December 21	Christmas recess begins at 3:10
Tuesday, January 3	Classes resume
Thursday, January 19	End of 1 <sup>st</sup> semester—11:30 dismissal
Friday, January 20	Exam schedule & conferences as needed <b>(44 staff &amp; 44 student days)</b>
Friday, February 17	11:30 dismissal; Staff PD in PM
Monday, February 20	No school—Presidents' Day
Friday, March 24	End of 3 <sup>rd</sup> marking period—11:30 dismissal <b>(44 staff &amp; 44 student days)</b>
Friday, March 31	Spring recess begins at 3:10
Monday, April 10	Classes resume
Friday, April 14	No School—Good Friday
Monday, April 17	Classes resume
Friday, May 19	11:30 dismissal; Staff PD in PM
Monday, May 29	No school—Memorial Day
Thursday, June 8	11:30 dismissal—exam schedule
Friday, June 9	11:30 dismissal—last day of school <b>(48 staff &amp; 48 student days)</b>

180 student days, 181 staff days

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

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

Additional days will be added on Friday, April 14 or after Friday, June 9 as needed for make-up.

## APPENDIX FOUR – MENTORING

### Fowler Public Schools Monthly Mentoring Log

Mentor: \_\_\_\_\_ Mentee: \_\_\_\_\_

Building: \_\_\_\_\_ Month: \_\_\_\_\_ Year: \_\_\_\_\_

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

Month's total hours:  
(minimum of 2 hours) \_\_\_\_\_

Signed:

\_\_\_\_\_

(Mentor)

\_\_\_\_\_

(Mentee)

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

Good mentors are:

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

Mentors:

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

Goals for mentors:

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

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

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

## **SAMPLE CHECK LIST FOR FIRST YEAR**

### **AUGUST**

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

### **SEPTEMBER**

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

### **OCTOBER**

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

### **NOVEMBER**

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

### **DECEMBER**

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

### **JANUARY**

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

### **FEBRUARY**

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

### **MARCH**

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

**APRIL**

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

**MAY**

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

**JUNE**

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



# APPENDIX FIVE

## CONFERENCE REQUEST FORM

Name: \_\_\_\_\_

Conference: \_\_\_\_\_

Date of Conference: \_\_\_\_\_ Location: \_\_\_\_\_

Cost of Registration: \_\_\_\_\_

Estimate of Mileage: \_\_\_\_\_

Cost of Overnight Accommodations (if approved): \_\_\_\_\_

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

Lunch: \_\_\_\_\_

Dinner: \_\_\_\_\_

Other staff members attending the same conference:

---

Number of days required for a substitute: \_\_\_\_\_

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

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