

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FOWLERVILLE BOARD OF EDUCATION

AND

FOWLERVILLE EDUCATION ASSOCIATION

2024-2026

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COLLECTIVE BARGAINING AGREEMENT

This Contract is entered into this 1st of July, 2024, between the Board of Education of the Fowlerville Community Schools, hereinafter referred to as the "Board," and the Fowlerville Education Association/MEA-NEA, hereinafter referred to as the "Association."

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

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

ARTICLE I

RECOGNITION

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

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

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

ARTICLE II

RIGHTS OF THE BOARD

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

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

(b) Make and enforce suitable rules and regulations for the general management of the general care and custody of the schools and the preservation of the property of the District.

(c) Establish and carry on such grades, schools and departments as it shall deem necessary or desirable for the maintenance and improvement of the schools.

(d) Make reasonable rules and regulations relative to anything necessary for the proper establishment, maintenance, management and carrying on of the schools.

(e) Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operations, the means, methods and processes of carrying on the work.

(f) Determine reasonable provisions for health, safety, and first aid of employees during hours of employment.

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

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

ARTICLE III

ASSOCIATION MEMBERSHIP RIGHTS

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

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

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

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

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

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

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

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

Section 9: The Administration shall, upon request, furnish the Association with a complete list of the membership of each active K-5, 6-12, and district-wide committee up to two times per school year.

ARTICLE IV

PROFESSIONAL COMPENSATION

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

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

Section 3: The salary schedule is based upon a normal weekly teaching load in accordance with the adopted school calendar during normal teaching hours. A teacher shall be entitled to additional compensation for performing work in excess of the required teaching responsibilities. The following extra duties are listed below at the hourly rate indicated for each:

a) Curriculum work, defined as additional work related to teaching and learning that includes, but is not limited to: before or after-school tutoring; District-directed summer work on creation or adoption of curricular materials; attendance and participation in before- or after-school meetings related to teaching and learning (not including staff meetings); meetings with families before or after school hours, as directed by building or District Administrator; family nights; Kindergarten roundup; day field trips beyond contractual work hours; elementary musicals and plays with documented teacher contributions; and translation work: $50/hour.

b) Teachers may elect to accept an assignment to substitute for another teacher during their prep period and contractual work hours: $50/hour.

c) Work for grant-funded programs, such as summer school: hourly rate will be determined by the district based on available grant funds with a minimum of $50/hour.

d) With prior approval from the Assistant Superintendent, preparation of lesson plans and/or grading in situations where specialized content-area knowledge is needed, and the class is not covered by an assigned teacher: individual hourly rate.

e) Credit Recovery Teachers of Record will be assigned on a voluntary basis and compensated at the hourly rate of $50/hour to review the course and all coursework they will authorize when they are listed as the teacher of record.

Section 4: The salary paid to teachers given a 1.2 FTE assignment will be calculated by having their applicable salary, as provided in the Appendix A-1 Salary Schedule, multiplied by 1.2 or one hundred twenty percent (120%).

Section 5: Teachers shall not be required to report more than four (4) working days prior to the beginning of classes at the beginning of the school year, and the last work day will be the same as the last student day provided all regular teaching duties have been completed. New teachers may be required to report for two (2) additional days for orientation.

Section 6: The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.

Section 7: Teachers participating during the school day in a formal proceeding under the guidance of the Michigan Employment Relations Commission, an arbitration, or any other meeting mutually agreed to by the parties shall be released from regular duties without loss of salary. Participation shall be defined as follows:

(a) Mediation - The Association's bargaining team (not to exceed the number which was involved in negotiations prior to request for mediation), its president, and two (2) other members.

(b) Arbitration - Witnesses who actually testify, the grievance committee chairperson, the Association president, the building representative who presented the case, and/or the teacher who is the subject of the grievance. Attempts shall be made to schedule witnesses so that they are released from regular duty only for the time necessary to give testimony.

(c) Other meetings - Meetings which are mutually agreed upon by the parties.

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

Section 8: At the beginning of each school year, each teacher shall receive twenty-six (26) equal amounts payable bi-weekly during the year. Payment for Appendix B positions and Longevity shall be issued in two separate regularly scheduled salary payments. Non-athletic Appendix B-1 positions will be paid in the last regular pay in May, and Longevity will be paid in the first regular pay in June.

Section 9: The Board agrees that the Association shall be allowed up to twelve (12) days with pay to attend to Association business each year, provided the Association gives the Superintendent at least seven (7) days' notice (or approval of the Superintendent if less than seven (7) days' notice) of the person who shall attend and the dates of attendance and provided further that the Association reimburse the Board for the salary expenses incurred by the Board employing the substitute teacher and the Association unit member's retirement cost.

Section 10: The K-8 summer program is a continuation of the school program for the school year ending June 30th. K-8 summer school teachers shall be paid according to Section 3(c) of this Article. K-8 summer school teachers who teach three (3) hours of direct instruction shall be paid the established summer school classroom rate and one additional hour for instructional planning per day. K-8 summer school teachers who teach more or less than three (3) hours of direct instruction shall be paid the established summer school classroom rate prorated for instructional planning per day. K-8 summer school teachers may be given additional hours for instructional planning, both before and after the summer school program.

Section 11: The 9-12 summer school program is a continuation of the school program for the school year ending June 30th. 9-12 summer school teachers shall be paid the curriculum rate of $50/hour.

Section 12: Credit for experience for new hires shall be evaluated by the Board and credit for this previous experience may be given by the Board. Experience from another school system will be accepted only if the experience was earned while the teacher had a provisional, permanent, professional, advanced professional, or continuing certificate. If a teacher is hired above Step five (5), the Association President will be informed. Teachers shall be advanced one (1) step on the salary schedule for between one (1) and three (3) years of active military service and two (2) steps for active military service in excess of three (3) years.

Section 13: Lane changes and steps become effective on the first pay period of a new school year. Teachers who actively worked at least three-fourths (3/4) of the preceding school year shall be entitled to advance a full step. Teachers who actively worked between one-fourth (1/4) and less than three-fourths (3/4) of the preceding school year shall be entitled to advance one-half (½) step. Teachers who have completed the necessary coursework to change lanes must provide proof of such work, official transcript or signed letter from the educational institution, at least 14 calendar days prior to the first pay period of the new school year. Documentation submitted by September 30th will be accepted and paid by the next feasible pay period but will not be retroactive. Teachers who submit proof after September 30th will have their lane change made effective the following school year. Teachers are encouraged to inform Human Resources in writing of any lane changes, contemplated changes in certification, or majors/minors by May 1st of each year.

Section 14: Teachers shall be compensated for sponsorship of extracurricular activities only as provided in Appendix B-1 scheduled activities.

Section 15: Whenever a co-teacher in grades 6-12 is absent and a substitute teacher is not scheduled, the classroom teacher shall be paid the curriculum rate of $50/hour.

Section 16: Part-Time Teachers-Teachers teaching less than a full load will receive a prorated salary based on his/her FTE. Part time teachers teaching one to two (1-2) hours will receive thirty (30) minutes preparation time. Part time teachers teaching three (3) or more hours will receive the same amount of preparation time as a full time teacher. Part-time teachers are required to fulfill the full professional obligations of the approved academic calendar.

Section 17: Once teachers have completed credit requirements for college courses, they will be reimbursed $135 per semester hour for courses that meet prior administrative approval, via a District-provided form, courses that are pertinent to the improvement of their teaching skills and proficiency, courses taken in a degree-seeking program within the field of education, or courses which relate to an advancement in position in the logical development of an educational career, i.e., educational administration, etc. Proof of such work must be emailed to Human Resources within six (6) months of completion of the course(s). Accepted proof would include an official transcript, a grade report, a signed letter, or an unofficial transcript provided that any of the latter three (3) gives the name of the institution/university, the course taken, and the date of successful completion.

Section 18:
The teachers' work year is listed below:

Elementary & Secondary	2024-2025	2025-2026
Student Days	178	178
Work Day – Teacher Location of Choice	1	1
Conferences (full day)	1.5	1.5
Compliance (self-scheduled)	1	1
PD Days (4 student contact, 1 no student contact)	5	5
TOTAL	186.5	186.5

During the "Welcome Back Day," staff will be expected to participate in District or building staff meetings and District or building professional development activities.

Teachers do not have to report when school is called off due to inclement weather or other emergency conditions as defined by the State School Aid Act. Such canceled days and instructional hours not already scheduled in the school year calendar shall be rescheduled to comply with State requirements by adding all such days and instructional hours to the end of the school year. Teachers shall report to work on the state-required rescheduled days and hours for no additional compensation. Any potential make-up days will not exceed one hundred and eighty (180) reportable student instructional days at seventy-five percent (75%) District-wide attendance.

In order for professional development to count as student contact time, seventy-five (75%) of professional staff across the District must be in attendance.

Section 19: A library media specialist, at each level, may be required to work two (2) days in advance of the reporting day for teachers at the opening of school each year and may be required to work additional days before the opening of school or past the closing of school as determined appropriate by the Employer to properly file, shelf, catalog, and otherwise prepare for the opening and closing of the buildings. For this, they shall be paid at a rate equal to their per diem pay rate.

Section 20: Counselors may be required to work up to five (5) days in advance of the reporting day for teachers at the opening of the school year for enrollment and scheduling purposes. For this, they shall be paid at their per diem pay rate. Given prior administrative approval, some of this work may be done from an alternative location.

Section 21: Testing Out - After students go through the required procedures for consideration of testing out of a specific class, the Administration will contact the teacher, in order of seniority currently teaching the class for the purpose of providing the appropriate components of the testing out program. Teachers will be compensated for the time needed to provide the appropriate components of the testing out program, including but not limited to preparation, administration, if necessary, and assessment evaluation. The instructor will be compensated at the curriculum rate of $50/hour.

Section 22: Mentoring - The District will compensate teachers who volunteer for providing mentoring assistance to other teachers who are in their first three years in classroom teaching assignments or who are being placed on an IDP. The District and Association will mutually agree on the guidelines and responsibilities for mentors. (See Appendix E.) Compensation will be paid as a Schedule B-1 position. Mentors agree to participate in District-arranged training to prepare to assist other teachers. If such training occurs outside of normal work hours, the mentor shall be paid at the curriculum rate of $50/hour.

Section 23: The library media specialist will mentor those students who are independently completing on-line courses on-site without any additional compensation.

ARTICLE V

LEAVE BENEFITS

Section 1: Any teacher absent from duty because of personal illness or injury shall be paid their full salary for the period of such absence, not to exceed a total of ten (10) sick days in any one year except where additional sick leave days have been accumulated. Said accumulation shall not exceed one hundred fifty (150) days. The employee will complete and submit an absenteeism report to the building secretary. The days of sick leave shall be credited to the teacher on the first day he/she

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

(a) Personal illness of a nature that prohibits successful fulfillment of duties;

(b) Quarantine of an employee;

(c) Illness in the immediate family of the employee, limited to parents, siblings, spouse, guardian, or child or ward;

(d) Emergency situations determined at the discretion of the Superintendent;

(e) Illness or disability due to pregnancy;

(f) Sick leave compensated under Workers Compensation, or other insurance provided by the system shall be administered in the following manner:

1. The teacher shall receive from the system the difference between the insurance and their regular salary until such time as their sick leave day accumulation has been exhausted;

2. The teacher's leave day accumulation shall be charged in the same proportion as the difference in regular salary paid by the District in #1 above computed to the nearest one-half (½) day.

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

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

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

(a) All employees who are eligible for accumulated sick-leave pay may participate in this program; and

(b) All accumulated sick-leave pay and/or health care waiver payment shall be paid by the employer to an approved 403(b) account provider within thirty (30) days of separation of employment.

(i) If the employee fails to set up an approved 403(b) account within fourteen (14) days of separation of employment, this redemption shall be paid to the employee according to District payroll procedures and subject to all applicable taxes and deductions.

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

pay of June of the same fiscal year.

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

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

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

(a) Death of a spouse, domestic or life partner, sibling(s), parent(s), step-parents, guardian(s), children, step-children, or ward(s) not to exceed five (5) days. Two (2) days per year may be used per death of an employee's grandparents, mother-in-law, father-in-law, grandchild, niece, nephew, aunt, uncle, brother-in-law, or sister-in-law. Other deaths are covered under personal business leave, Section 4 above;

(b) Emergency situations may be handled at the discretion of the Superintendent;

(c) Conferences, conventions, or visitations to other schools when approved by the Administration.

Section 6: Any expectant employee shall notify the building principal and Human Resources of his/her pregnancy or planned adoption and expected date of delivery for staff planning purposes. Upon written request to Human Resources, said employee shall be granted a child care leave of absence without pay for a period of up to one (1) calendar year. Only one child care leave of absence of up to one (1) calendar year may be granted per building per school year. Any additional building child care leaves must be approved by the Board. In the event the employee fails to return to work upon the expiration of said leave, she/he shall be terminated and forfeit any further rights she/he may have under this agreement or individual employment contract.

Accrued paid leave days must be exhausted prior to the granting of unpaid leave. Applicable leaves of absence shall run concurrently with FMLA leave.

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

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

Section 9: When a teacher has exhausted all sick leave credits and sickness and accident benefits, he/she shall be eligible for an unpaid medical leave of absence without benefits not to exceed twelve (12) months, provided he/she submits medical proof of inability to perform normal teaching duties.

During the said twelve (12) month period, the Board may request medical re-certification of inability to perform normal teaching duties. Such leave may be renewed by the Board for an additional twelve (12) month period upon the request of the teacher. Seniority does not accrue during this renewed unpaid leave of absence (beyond one year).

Section 10: Accrued paid leave days must be exhausted prior to the granting of unpaid leave.

Section 11: Teachers may submit requests for leaves of absence without pay to the Board for consideration. Any teacher may request an unpaid professional improvement leave of absence. Such leaves may be taken for the purpose of advanced coursework, educational research, educational travel, or on-the-job practical experience in the teacher's field. The requests shall be in writing and shall contain a full explanation of the reasons for the desired leave of absence. The application shall be submitted to the Superintendent for recommendation to the Board. The Board shall consider the request and provide an answer granting or denying the leave of absence as requested. The Board may indicate an alternative arrangement for leave of absence in its answer, which the teacher may accept by submission of an amendment to the original application. The maximum length of any leave shall not exceed two (2) years and shall be reviewed subject to Board approval on an annual basis. Seniority does not accrue during this unpaid professional improvement leave of absence.

Section 12: After fifteen (15) years of service in the Fowlerville Community Schools, any teacher may request an unpaid personal leave for an entire school year. Such a request must be submitted in writing to the Superintendent by April 1st for the ensuing school year. The Board may approve one such request per year, provided all conditions are satisfied, on a first come first serve basis by June 1st. The Board may approve additional requests in its sole discretion. A teacher granted such a leave will not receive District paid insurance or other benefits during the leave nor will the teacher accrue seniority during the leave. The teacher will have no right to return during the leave. A teacher on such a leave must confirm their intent to return or not return to employment in writing by April 1st. Upon return from this leave, the teacher shall return to an open position for which she/he is certified and qualified to teach.

Section 13: Employees may take twelve (12) weeks of family medical leave in accordance with the Family Medical Leave Act (FMLA) and Board Policy. It is the responsibility of the employee to notify the District if three sick or family illness days are used consecutively. The District shall use a rolling year for leaves. Failure of an employee to return from leave on the employee's own volition shall require the employee to reimburse the district for the health insurance premiums paid by the district. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior twelve (12) month period is entitled to twelve (12) work weeks of leave during any twelve(12) month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

(a) due to the birth of the employee's child in order to care for the child;

(b) due to the placement of a child with the employee for adoption or foster care;

(c) due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or

(d) due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

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

This shall not reduce any benefits guaranteed by this Agreement and will be discussed between the Central Office and the employee. Applicable leaves of absence (such as ADA or Workers' Compensation) shall run concurrently with FMLA leave.

Section 14: Attendance Incentive: Teachers with two or fewer absences per semester will earn an incentive of $200 per semester (total of two (2) semesters per year). An additional $200 will be earned if this attendance pattern is achieved both semesters (for a potential total of $600 per year). School Business, Union Business, Jury Duty & Bereavement days are excluded. These incentives will be paid out in the last pay in February (for 1st semester) and in the last pay in June (for 2nd semester and full year incentive, if applicable). One absence is defined as a one-half (½) day or one full day of being absent from work.

ARTICLE VI

FRINGE BENEFITS

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

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

For 2024-2025 and 2025-2026, the Board has chosen under Public Act 152 to go with the hard cap for insurance premiums. Employees are responsible for any medical benefit plan costs over the hard cap.

Section 1:

PAK A

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

Section 2:

PAK B

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

Medical Opt-Out Payment $300 per month

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

Cash in lieu will be provided on the condition that: (1) employee voluntarily and in writing opts out of the available medical health care plan using the District-provided form, and (2) provides documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

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

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

Section 4:

(a) Where more than one (1) member of the same family, i.e., husband and wife, are employed by the Board and are eligible employees for the above specified health insurance coverage, only one (1) of said employees shall be eligible for health insurance coverage. Any teacher who elects not to take health insurance coverage through the school district shall be entitled to PAK B of Consortium Coverage.

(b) The Board agrees that for teachers who complete the school year, it shall furnish appropriate fringe benefits for the months of July and August under the same conditions and to the same extent as it did for the regular school year. However, teachers retiring effective June 30th will receive paid insurance only through June 30th. The District will contribute $1,000 into the retiree's 403(b) plan.

(c) The amount contributed by the Board toward the insurance premium for part-time employees shall be prorated in an amount proportional to the time worked.

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

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

Section 7: Sick Leave Bank

(a) The Board and Association will cooperate in the establishment of a sick leave bank, personal to the employee but not for family members. All regularly employed professional employees covered by this Agreement shall participate. An employee is eligible for the provision of sick leave bank days only if the employee: (1) exhausted all of their accrued paid leave (sick and personal) prior to drawing upon long-term disability; and (2) has qualified for, and been approved for, long-term disability. The provision of sick leave bank days will not occur until both eligibility factors are satisfied by the employee and the employee remains a District employee.

(b) One (1) day of each employee's sick leave will be deposited in the bank each year until the bank is built up to a maximum of two hundred (200) days subject to Section 7(e) of this Article. No more days will be added to this maximum until the bank is depleted to sixty (60) days. The bank will then be built up again to a maximum of two hundred (200) days and the process repeated, subject to Section 7 (e) of this Article.

(c) Additions will be made to the bank at the beginning of each fiscal year according to the above limitations. Deductions will be made from teachers who have been assigned teaching positions during the month of September for the calendar work year. If the bank is depleted during a fiscal year, teachers will deposit days to rebuild the bank at the rate

of one day per staff member. Those teachers who have no days to give at that time will have their days subtracted from the next year's allotment.

(d) An employee resigning from the District will not be allowed to withdraw contributed days.

(e) Upon voluntary resignation or retirement, any accumulated sick days left over after the teacher receives the accumulated sick leave payout provided under Article V, Section 2 will be donated to the sick leave bank.

(f) The first twenty-five (25) consecutive school days of illness or disability will not be covered by the bank but must be covered by the person's own accumulated sick leave, workers compensation, or absence without pay.

(g) Persons withdrawing sick leave days from the bank will not be required to replace these days except as a regular contributing member of the bank.

(h) The President of the Association shall certify as to the accuracy of the additions to and deductions from the bank. Sick bank balance will be furnished to the Association upon request.

(i) The Association recognizes the responsibility of each member to use sick leave for its intended purpose.

(j) A maximum of thirty-five (35) days during one school year may be drawn by one individual from the bank up to the employee's eligibility for LTD insurance is paid.

(k) Nothing in this Article shall be construed as placing any obligation on the Board to advance or loan additional sick leave days to the bank should all days be used up in any period or periods of its operation.

(l) The District will be required to pay sick leave benefits for no more than sixty (60) consecutive days (combined personal and sick bank days) for any specific illness. Any employee covered by this sick leave provision whose illness extends beyond the provision of this section may participate in the long-term disability insurance program if they qualify. An individual may, however, use their personal sick leave days for any unrelated subsequent use of sick leave benefits.

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

ARTICLE VII

TEACHING HOURS

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

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

with parent-teacher conferences. Staff who are absent for more than three hours on a conference day will be charged a full day's absence. Staff who are absent three hours or less on a conference day will be charged a half day's absence.

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

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

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

Section 6: The Board will allocate time for K-12 teacher participation in IEP/MET and Section 504, including MTSS, meetings. A substitute for both a special education teacher and a general education teacher will be provided if necessary and a monthly schedule developed to allow staff to participate in these meetings during the workday. It is the intent that most of these meetings will be planned within this schedule. Any teacher participating in these meetings during their preparation time will be compensated the teacher-substitute rate as outlined in Article IV, Section 3b, subject to prior administrative approval, for each meeting in excess of six (6) per calendar month for general education teachers and eight (8) per calendar month for special education teachers.

ARTICLE VIII

TEACHING ASSIGNMENTS

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

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

ARTICLE IX

TEACHING CONDITIONS

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

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

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

to keep the school reasonably equipped and maintained. The Board agrees to make available in each school adequate copying facilities and personnel to aid teachers in the preparation of instructional materials.

The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance.

(a) A media program with libraries in each school based upon the storage and retrieval of printed and audiovisual forms of communication will be maintained by the Board and staffed with at least one library media specialist per level (K-5 and 6-12) or a Fowlerville Community Schools Employee who is not an already-assigned classroom teacher.

(b) This media program should strive to meet the criteria presented by the American Association of School Librarians.

(c) The Board shall provide necessary in-service programs and continuing assistance to all staff members in the use of instructional materials.

Section 4: The Board shall make available in each school, other than alternative education program buildings 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 planning room in which smoking shall not be permitted. Provision for such facilities will be made in all future buildings.

Section 5: A telephone shall be made available to teachers for their reasonable use in the faculty planning room. A private area where teachers can make phone calls will be available in each building.

Section 6: In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages may be installed at the request of the Association, the profits to be used for the existing Teachers Recreational Fund.

Section 7: Adequate parking facilities shall be made available to teachers for their use and posted for use by school employees only during regular working hours.

Section 8: The Board shall provide:

(a) A separate convenient lockable file cabinet or filing area for each teacher.

(b) At least one (1) desk per teacher with a lockable drawer space which is available to the teacher during their conference time.

(c) Suitable closet space in each room to store coats, overshoes, and personal articles.

(d) Adequate chalkboard and/or whiteboard space in every classroom.

(e) Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.

(f) A dictionary acceptable for the grade level being taught in every classroom.

(g) Adequate storage space in each classroom for instructional materials.

(h) Adequate attendance books, paper, pencils, pens, erasers, printer ink, batteries, data projector bulbs, and other such material required in daily teaching responsibility.

(i) Building administrators are encouraged to communicate the disposition of all purchase requisitions submitted by teachers within two (2) weeks of their submission.

Section 9: Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

Section 10: The Board recognizes that the terms and conditions of this collective bargaining agreement

will govern the wages, hours, and other conditions of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement and ratification by the parties.
To the extent any proposed element of the District's school improvement plan conflicts with the terms of the master agreement, the identified provisions may be subject to renegotiations at the request of the Board. Any amendments to the agreement will be subject to ratification by the parties.

Section 11: Teacher Rights -

(a) If the teacher disagrees with an evaluation, he/she may submit within ten (10) work days a written reply which shall be attached to the original.

(b) A teacher will have the right to review the contents of all records of the District pertaining to said teacher, originating after original employment, and to have a representative of the Association accompany him/her in such review.

(c) No material originating after original employment shall be placed in their personnel file unless the teacher has had an opportunity to review the material. The teacher shall submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question within ten (10) days. If the teacher believes that material to be placed in their file is inappropriate or in error, it shall be corrected, provided cause is shown by the teacher, whereupon the material shall be corrected or expunged from the file. If the teacher is asked to sign material placed in their file, such signature shall be understood to indicate their awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material, nor that the evaluation procedure was properly utilized.

(d) If any action is to be taken as a result of a complaint by any parent or if a record is to be made of the complaint, the teacher shall be so informed as soon as feasible by whomever is taking the action.

Section 12: The Board and FEA mutually agree that they shall establish maximum class size at all levels, except alternative education programs, and will attempt to maintain balanced class size at all levels.

(a) In order for a class to be included in the final master schedule, fifty percent (50%) of the contract maximum size is required unless the parties mutually agree to an exception, except for (1) advanced courses, (2) new courses or programs, and (3) MTSS courses, which may run with a minimum class size of 8 students.

(b) For all grades, a meeting must be requested by the Association to be held with the building principal(s), Association officer(s), and Assistant Superintendent or Superintendent prior to August 15th to review the master schedule.

(c) At the secondary level, imbalances of more than six (6) students in the same hour of the same course will not occur.

(d) The class size maximum and overload maximum apply to all courses except those outlined in subsection (h) below. Effective at the October count date, the classroom maximum shall be:

Grade Level	Maximum	Overload Maximum
K/Kinder Academy	25	26
1-2	26	27
3-5	28	29
6	29	30
7-12	32	35

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

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

In order for the stipend to be paid, the student(s) must physically be in the teacher's classroom the majority of the days for the semester. In respect to nine (9) week elective courses, class attendance for the two (2) nine (9) week courses comprising a semester will be averaged to determine if there is an overload stipend to be paid.

(f) In the case that a student(s) is/are added after the October count date to a class above the classroom maximum, a volunteer will be sought to accept the student. If there is more than one volunteer, the building Principal will make the final selection. For additional students added, the process will repeat until each teacher has added one student.

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

(h) K-5 specials (such as social studies, science, library/technology, music, art, and PE) or traditionally large classes at the secondary level (such as band, choir, and PE) with facilities designed to accommodate large numbers of students may deviate from these conditions. Additional students (beyond the homeroom roster) will not be added to the K-5 specials classroom roster.

(i) The number of students assigned shall not exceed the number of learning stations in the room for the following: science, business/technology, and language labs.

(j) Any general education core academic classroom that has more than eight (8) special education students shall be assigned a special education co-teacher.

Section 13: In the event a teacher requires assistance with and/or for a special needs student, the teacher will first consult with the building special education/504 case coordinator. If this does not resolve the problem, the teacher may request a meeting with their principal, or designee, and the special education/504 case coordinator. The meeting with the principal, or designee, will be held no later than five (5) school days (unless not feasible) after the request. Options available for assistance will be reviewed at the meeting and a plan of action will be developed by the principal, or designee, no later than five (5) school days (unless not feasible) from the date of the meeting. Article IX, Section 13 protocol will be published in each building's teacher handbook.

Section 14: In the event that Administration determines that a teacher preparation period is needed as a teaching assignment in the master schedule for the school year, the Administration will notify the Association's President.

ARTICLE X

SENIORITY

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

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

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

Section 4: All seniority is lost when employment is severed by resignation, retirement, discharge, or transfer to a non-bargaining unit position. Seniority is frozen until recall rights expire or are otherwise terminated by the employee if severance of employment is due to layoff.

Section 5: Time spent on personal unpaid leave, professional improvement leave, layoff, retirement, or while serving the District in a non-bargaining unit capacity does not count as service time for Board-paid longevity.

ARTICLE XI

PROTECTION OF TEACHERS

Section 1: Since the teacher's authority and effectiveness in the classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil

requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to provide appropriate services for the student and to remove the student from the regular classroom when appropriate, so long as it does not violate the student's rights and/or state or federal law.

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

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

Section 4: Any cases of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of their rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities so long as the teacher was performing their duties within the scope of Board policy. The Board shall not be obligated to provide legal defense in criminal proceedings.

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

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

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

ARTICLE XII

PROFESSIONAL BEHAVIOR

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

ARTICLE XIII
PROBATIONARY & TENURED TEACHER DISCIPLINE

Section 1: For tenured teachers, consistent with the Teachers' Tenure Act, discipline may only be issued for non-arbitrary or capricious reasons. Disciplinary measures should include remedial training where appropriate.

Section 2: The term "Discipline" as used in this agreement includes, but is not limited to, the following:

(a) Verbal warning
(b) Memorandum of concern or counseling memorandum
(c) Written reprimand
(d) Suspension, with or without pay
(e) Dismissal

Section 3: A program of progressive discipline may be followed. The District reserves the right to apply disciplinary measures consistent with the severity of the infraction, supported by a preponderance of the evidence. Nothing in this Article limits the District's right to take other appropriate action, such as issuing a counseling memorandum, which is considered instructional, not disciplinary.

Section 4: Any specific complaint toward a teacher which warrants investigation shall be called to the teacher's attention. If the matter is investigated, the employee will have the opportunity to respond to the allegations. Complaints not resulting in written discipline or suspension will not be placed in the employee's personnel file.

Section 5: If disciplinary action is taken and retained in the employee's personnel file, the employee may submit a rebuttal statement, as provided by law.

Section 6: Unsubstantiated complaints shall not be usable for the purposes of annual teacher performance evaluations.

Section 7: A tenured teacher may grieve the discipline outlined in this Article up to Step 3 of the grievance procedure and may then file for MERC mediation within thirty (30) days of the Board's disposition, but not including arbitration. Probationary teachers may grieve discipline up to Step 2 of the grievance procedure.

ARTICLE XIV
TEACHER PLACEMENT

Section 1: The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made. Consistent with Revised School Code Section 1248, teacher placement decisions will be made by the Superintendent or designee in their discretion based on the clear and transparent factors provided below.

Section 2: A "vacancy" shall be defined as an unassigned, open position or a newly created position which the District intends to fill. Vacancies shall be posted at least five (5) business days prior to being filled.

Section 3: Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

(a) Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
(b) Credentials needed for District, school, or program accreditation;
(c) Relevant special training, other than professional development or continuing education as required by the employer or state law, and integration of that training into instruction in a meaningful way;
(d) Disciplinary record, if any (limited to the five (5) most recent years of District employment);
(e) Length of service in a grade level(s) or subject area(s);

(f) Recency of relevant and comparable Classroom Teaching assignments;
(g) Previous effectiveness ratings (limited to the five (5) most recent years of District employment);
(h) Punctuality and habitual use of unpaid days not protected by FMLA, ADA, or other state or federal law;
(i) Compliance with state and federal law; or
(j) Other non-arbitrary or capricious reasons.

Section 4: Length of service may be considered as a tiebreaker if a teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal. The Board shall use the seniority list from the previous school year (inclusive of any new hires that year).

Section 5: If a teacher petitions for nullification of their teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

Section 6: Transfers

(a) The Superintendent or designee has discretion to involuntarily transfer a teacher into a position for which they are certified or qualified for a reason that is not arbitrary or capricious.
(b) If a teacher wishes to be considered for any other position for which they are certified and qualified, and for which may become available, they must fill out a designated online form with the Superintendent or designee for the position they would like to be considered for by March15th of each contract year.

Section 7: A probationary teacher cannot grieve an alleged violation of this Article. A tenured teacher may grieve an alleged violation of this Article up to Step 3 of the grievance procedure and may then file for MERC mediation within thirty (30) days of the Board's disposition, but not including arbitration.

ARTICLE XV
TEACHER LAYOFF & RECALL

Section 1: Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing teaching staff or that a reduction in teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the teaching positions to be reduced.

Prior to the issuance of layoff notices, the Association will be given an opportunity to provide input regarding the implementation of layoff procedures planned by the District.

Section 2: Reduction in force and recall decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249 and this Article.

Section 3: Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

(a) Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
(b) Credentials needed for District, school, or program accreditation;

(c) Relevant special training, other than professional development or continuing education as required by the employer or state law, and integration of that training into instruction in a meaningful way;
(d) Disciplinary record, if any (limited to the five (5) most recent years of District employment);
(e) Length of service in a grade level(s) or subject area(s);
(f) Recency of relevant and comparable Classroom Teaching assignments;
(g) Previous effectiveness ratings (limited to the five (5) most recent years of District employment);
(h) Punctuality and habitual use of unpaid days not protected by FMLA, ADA, or other state or federal law;
(i) Compliance with state and federal law; or
(j) Other non-arbitrary or capricious reasons.

Section 4: Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications.

(a) Reduction and recall decisions will be based on the teacher's certification and qualifications in the District's records at the time of the decision.
(b) A laid off teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
(c) Failure to maintain current contact information may negatively affect the teacher's recall.

Section 5: Before the Board authorizes a teacher reduction, the Superintendent or designee will notify, in writing, the affected teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.

Section 6: The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected teacher and the Association.

Section 7: A teacher's length of service with the District as a teacher or tenure under the Teachers' Tenure Act will not be the sole factor in reduction in force and recall decisions.

Section 8: Teacher reduction in force decisions will be implemented by the following:

(a) If one (1) or more teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of teacher(s) for reduction in force will be based on the factors set forth in this Article.
(b) Teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions will be retained consistent with the factors set forth in this Article.
(c) When a teaching position is identified for reduction and there exists a concurrently vacant teaching position for which the teacher in the position to be reduced is both certified and qualified, and the teacher has received an overall rating of at least effective on that teacher's most recent year-end performance evaluation, that teacher may be assigned to the vacant position consistent with this Article and Article XIV.
(d) If more than one (1) teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Article and Article XIV.
(e) If the reduction or recall decision involves more than one (1) teacher and all other factors distinguishing those teachers from each other are equal, seniority (as established by the most

recent seniority list for the bargaining unit to which the teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.

(f) At least thirty (30) calendar days' notice of reduction in force will be provided to the teacher and Association, absent extenuating circumstances.

Section 9: Health insurance benefits will continue until the end of the month of the layoff's effective date. If the layoff occurs at the end of the school year, health insurance benefits will continue through the end of August. Upon expiration of eligibility for health insurance benefits, the laid-off teacher may elect to continue their health insurance in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) or by direct pay to the carrier, subject to the carrier's rules.

Section 10: Recall Process

(a) A teacher is eligible for recall under this Article for eighteen (18) months from the date the District implemented the reduction in force.

(b) Before or in lieu of initiating the recall of a laid-off teacher, the Superintendent may reassign teachers to fill vacancies in accordance with this Article and Article XIV.

(c) After or in lieu of any reassignment of existing teaching staff, the Superintendent may take either of the following actions to fill a vacancy:

i. Recall the laid-off teacher who is certified and qualified for the vacancy, provided the teacher was rated at least effective. If more than one (1) laid-off teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Article and Article XIV; or

ii. If no teacher on layoff meets the certification and qualification requirements of the position, post the vacancy and consider all applicants.

(d) The Superintendent or designee will provide written notice of the Board's recall decision to any recalled teachers via registered mail and email and will establish the time within which a teacher must accept recall to preserve the teacher's employment rights.

(e) A laid-off teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

(f) A teacher's recall eligibility terminates if the teacher resigns, retires, is terminated from District employment, or is not recalled within eighteen (18) months from the date the District implemented their layoff.

Section 11: A probationary teacher cannot grieve an alleged violation of this Article. A tenured teacher may grieve an alleged violation of this Article up to Step 3 of the grievance procedure and may then file for MERC mediation within thirty (30) days of the Board's disposition, but not including arbitration.

ARTICLE XVI
TEACHER EVALUATION

Section 1: Teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act.

Section 2: The Parties agree that Standards for Success and the Thoughtful Classroom rubric will be the evaluation tool used to evaluate teachers, which amounts to eighty percent (80%) of the evaluation, for the duration of this Agreement.

Section 3: By January 31, 2025, the Parties will form a Committee, composed of the Association Representative Council and District Administration, to negotiate and reach a consensus about how to measure student growth and assessment data or student learning objective metrics to be considered for twenty percent (20%) of the evaluation. Until a consensus is reached, the District will follow its established Board policies.

Section 4: Classroom observations will be at least fifteen (15) minutes each and include, at a minimum, a review of the teacher's lesson plan, the state curriculum standard used in the lesson, and student engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items.

Section 5: Classroom observations will be completed by May 1st of the given school year.

Section 6: Tenured teachers rated as highly effective or effective on the three (3) most recent consecutive year-end evaluations may be evaluated biennially, but if the teacher is not rated as effective on one of the biennial year-end evaluations, the teacher must receive year-end evaluations. If a teacher on the biennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the teacher to annual evaluations.

Section 7: A probationary teacher cannot grieve any aspect of the negotiated evaluation process, including observations, the IDP, the mid-year performance review, or their assigned rating.

Section 8: A tenured teacher may grieve an alleged violation of this Article up to Step 3 of the grievance procedure and may then file for MERC mediation within thirty (30) days of the Board's disposition, but not including arbitration. An Arbitrator, however, has jurisdiction to consider a grievance filed under the grievance process by a tenured teacher with two (2) consecutive ratings of "needing support."

ARTICLE XVII
NEGOTIATION PROCEDURES

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

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

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

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

ARTICLE XVIII

GRIEVANCE PROCEDURE

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

(a) The termination of services or failure to re-employ any teacher;

(b) Any matter covered by the Michigan Teacher Tenure Act, including those areas where the Tenure Act prescribes a procedure or authorizes a remedy such as discharge and/or demotion;

(c) The discipline, evaluation, or layoff/recall of a teacher except as provided in Articles XIII, XIV, XV, and XVI;

(d) Any prohibited subjects of bargaining.

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

Step 1: The teacher/Association with or without a designated representative shall discuss the grievance with the principal informally within five (5) work days of the alleged violation and, if not resolved, shall file a written grievance with the principal within fifteen (15) work days of the alleged violation and discuss the written grievance with the principal within five (5) work days after the grievance is filed. Within ten (10) work days of the submission of the written grievance, the principal shall render their decision in writing, transmitting a copy of the same to all parties involved. If the decision of the principal is unsatisfactory to the grievant/Association, the grievant /Association shall submit the written grievance within five (5) work days of the discussion with the principal to Step 2. A grievance that is not within the scope of a building principal's authority may be filed initially at Step 2. The written grievance, as required herein, shall contain the following:

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

(2) It shall be specific.

(3) It shall contain a synopsis of the facts that gave rise to the alleged violation.

(4) It shall cite the section or subsections of this contract or written Board policy alleged to have been violated.

(5) It shall contain the date of the alleged violation.

(6) It shall specify the relief requested; and

(7) It shall indicate approval or disapproval by the Association.

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

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

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

(1) The parties shall meet within ten (10) working days of the submission to arbitration for the purpose of selecting a mutually agreeable arbitrator. If the parties cannot agree within five (5) work days then the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding;

(2) The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. The arbitrator shall have no authority to change, alter, modify, or add to the terms and provisions of this Agreement. Both parties agree to be bound by the award of the arbitrator to the extent the award was within the scope of their authority. The fees and expenses of the arbitrator, including the filing fee, shall be shared equally.

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

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

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

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

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

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

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

ARTICLE XIX

MISCELLANEOUS PROVISIONS

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

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

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

Section 3: All contractual changes will be completed jointly with the Administration and Association within fifteen (15) work days after ratification by the Board.

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

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

Section 6: An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1501 et seq., may reject, modify, or terminate this Agreement as provided in that Act.

Section 7: The parties shall have the authority to set forth agreements during the life of the contract in written Letters of Agreement. A Letter of Agreement shall be subject to approval by the Association Representative Council.

Section 8: To ensure proper time to complete the required special education accommodation logs, the District will:

(a) eliminate the requirement for teachers to submit lesson plans to building principals, with the exceptions for (1) formal observations, (2) if a principal has documented concerns with a teacher's performance, or (3) if a parent/guardian of a student enrolled in the teacher's class requests to review instructional materials that relate to the instruction of their student consistent with Board policy.

(b) ensure that special education accommodation logs will be pre-loaded with data.

(c) and furnish the necessary teachers with an updated log when there are schedule changes and/or when an IEP is implemented.

Due to the legality of the special education accommodation logs and IEPs, the log will not be pre-loaded by the general education teacher.

ARTICLE XX

CONTINUITY OF OPERATION

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

IN WITNESS WHEREOF the parties have hereunto set their hand and seals.

THE FOWLERVILLE EDUCATION ASSOCIATION MEA/NEA

This Agreement shall be effective upon ratification by both parties. The Agreement shall be in effect from July 1, 2024 through June 30, 2026. This Agreement shall not be extended verbally and it is expressly understood that it shall expire on the date indicated.

FOWLERVILLE EDUCATION ASSOCIATION

Carrie L. DeLuca 1/24/25
Association Representative Date

with reservation
Michelle L Spitz 1.24.25
Association Representative Date

FOWLERVILLE BOARD OF EDUCATION

Amy L. Sowa 1/27/25
School Board President Date

1/28/25
School Board Secretary Date

APPENDIX A-1

The following shall be the schedule of basic teacher salaries for the school year 2024-2025. Lane changes and steps will occur. The entire 2023-24 schedule is shifted up by eliminating step 1 and 1.5 and adding new steps 11.5 and 12. A 1% increase is then added to the entire schedule.

Additionally, all teachers on step 12 as of June 30, 2024 will receive an off-schedule payment of $1,356.17 from State 27L funds and teachers affected by the step freeze between 2012-2016 will be placed on their correct step, up to step 12, for the 2024-25 school year.

Step	2024-25 BA	2024-25 MA	2024-25 MA+15
1	$44,384	$47,037	$47,695
1.5	$45,599	$48,363	$49,053
2	$46,812	$49,687	$50,411
2.5	$48,031	$51,017	$51,767
3	$49,235	$52,340	$53,115
3.5	$50,452	$53,662	$54,463
4	$51,655	$54,988	$55,819
4.5	$52,903	$56,312	$57,162
5	$54,131	$57,621	$58,489
5.5	$55,349	$58,956	$59,862
6	$56,566	$60,290	$61,216
6.5	$57,766	$61,609	$62,580
7	$58,960	$62,937	$63,932
7.5	$60,215	$64,267	$65,049
8	$69,006	$73,556	$74,697
8.5	$69,782	$74,384	$75,537
9	$70,558	$75,213	$76,378
9.5	$72,574	$77,360	$78,558
10	$73,381	$78,221	$79,432
10.5	$75,476	$80,454	$81,700
11	$76,316	$81,349	$82,610
11.5	$77,842	$82,977	$84,262
12	$79,399	$84,636	$85,947

APPENDIX A-1 - continued

The following shall be the schedule of basic teacher salaries for the school year 2025-2026. Lane changes and steps will occur. The change from the 2024-25 schedule is a 3% increase.

Step	2025-26 BA	2025-26 MA	2025-26 MA+15
1	$45,716	$48,448	$49,126
1.5	$46,967	$49,814	$50,524
2	$48,217	$51,178	$51,923
2.5	$49,471	$52,548	$53,320
3	$50,713	$53,910	$54,708
3.5	$51,965	$55,272	$56,097
4	$53,205	$56,638	$57,493
4.5	$54,490	$58,001	$58,877
5	$55,755	$59,349	$60,244
5.5	$57,009	$60,724	$61,658
6	$58,263	$62,099	$63,053
6.5	$59,499	$63,457	$64,457
7	$60,729	$64,825	$65,850
7.5	$62,022	$66,195	$67,001
8	$71,076	$75,763	$76,937
8.5	$71,875	$76,616	$77,803
9	$72,674	$77,469	$78,670
9.5	$74,751	$79,681	$80,915
10	$75,582	$80,568	$81,815
10.5	$77,741	$82,867	$84,151
11	$78,605	$83,790	$85,088
11.5	$80,177	$85,466	$86,790
12	$81,781	$87,175	$88,525

APPENDIX A-2

LONGEVITY

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

2024-2026

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

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

APPENDIX B-1

ACTIVITY SALARIES

In addition to the basic teacher salary as provided in the foregoing, there shall be paid the following sum after the successful completion of the activity and recommendation of immediate supervisor. Percentages are applied to the Bachelor's First Year. Non-bargaining unit coaches/sponsors shall also be paid according to the pay scale below. In addition to the below percentages, $50 for each year of experience in the activity up to and including six (6) years will be given. The following sum shall be paid unless there are cancellations due to a government shutdown or local health emergency. For these athletic positions, coaches will be compensated if the season is cancelled prior to the beginning of the season due to a pandemic, government shutdown, or local health emergency, provided the coach presents information of significant planning or startup activities in preparation for the season. The percentage of compensation will be mutually agreed upon by the Association and Administration.

A head coach or assistant coach shall not be entitled to a percentage that exceeds the approved percentage as stated in this Agreement. If a percentage is divided between two or more coaches, the written description of the allocation of the percentages must be signed by each applicable coach/sponsor and submitted to the building principal or Athletic Director at least thirty (30) work days before the completion of the activity or athletic season.

The Principal and Assistant Superintendent of Academics will allocate the percentages based upon the recommendation of the Faculty Sponsor.

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

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

The designated stipend per year for Fowlerville Elementary, Kreeger, Junior High, and High School shall be $6,000 each.

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

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

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

FACULTY SPONSORED

Position		Percentage
1. BPA - DECA		1.5%
2. Class Sponsor	Senior Class (2)	5%
	Junior Class (2)	4%
	Sophomore Class (2)	3%
	Freshman Class (2)	3%
3. Department/Grade Level Chair		2.5%
4. French Club		2%
5. German Club		2%
6. Spanish Club		2%
7. Gifted & Talented Coordinator	(4)	10%
8. Honors Choir	Junior High School	3%
	Kreeger Elementary	3%
9. Instrumental Music - High School		12%
10. Instrumental Music Assistant		6%
11. Mentor (per mentee) 1st year		1.5%
12. Mentor (per mentee) 2nd/3rd year/IDP New Position Assigned		1%
13. National Honor Society	High School	3%
	Junior High School	3%
14. Play Director (Per Play)		6%
15. Science Olympiad	High School	1.5%
	Junior High School	1.5%
16. NCA - School Improvement Building Chair		3%
17. SERHAB K-12 Committee Chairperson		2.5%
18. Students Leading Students	(2)	4%
19. Student Council	High School (2)	8%
	Junior High School	3%
	Kreeger Elementary	2%
20. Yearbook	High School	4%
	Junior High School	2%
21. High School Robotics Advisor		8%
22. Archery	Head Coach	8%
	Assistant Coaches (3)	6%

ATHLETICS

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

Position	Percentage
1. Junior High Game Managers (2)	10%
2. Head Baseball Coach	8%
Assistant Coach (3)	16%
3. Head Boys Basketball Coach	13%
Assistant Coach (3)	19%
Junior High School Assistant Coach (2)	8%
4. Head Girls Basketball Coach	13%
Assistant Coach (3)	19%
Junior High School Assistant Coach (2)	8%
5. Head Cheerleading Coach	8%
Assistant Coach (2)	6%
Junior High School Assistant Coach (1)	3%
Cheerleading (per season) Fall Sponsor will do Spring tryouts as part of the per season compensation.	
6. Head Boys Cross Country Coach	7%
7. Head Girls Cross Country Coach	7%
Junior High School Co-Ed Cross Country	3%
8. Head Football Coach	13%
Assistant Coach (6)	42%
9. Head Boys Golf Coach	8%
JV Boys Golf Coach	3%
10. Head Girls Golf Coach	8%
JV Girls Golf Coach	3%
11. Head Boys Soccer Coach	8%
Assistant Coach	6%
12. Head Girls Soccer Coach	8%
Assistant Coach	6%
13. Head Softball Coach	8%
Assistant Coach (3)	16%

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

The High School Athletic Director and the Principal will allocate the percentages for Assistant Coaches based upon the recommendation of the Head Coach.

A second Coach may be added if there are over twenty (20) participants or two (2) teams at any one grade level. The second Coach would be entitled up to half of the percentage as stated in this Agreement as determined by the building principal and Athletic Director.

Department Chairs/Grade Level Chairs

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

Junior High School and High School Departments (12)

One chair for each building in the following departments:

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

K-12 Departments (5)

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

K-5 Department (2)

- Special Education

Appendix B-2 – High School Future Farmer's of America (FFA) Advisor Salary

A. In addition to the basic teacher salary as provided in Appendix A, the FFA Advisor position shall be paid between eight to twenty percent (8-20%) of their current Step on the Salary Schedule for successfully performing the assigned duties of the position throughout the school year. The Superintendent will consult with the Association prior to determining the salary percentage paid to the FFA Advisor based on their experience and qualifications.

B. The designation of the FFA Advisor position in this Appendix does not require that it be implemented. Further, the Board shall retain the right to fill the position with anyone it deems qualified to fill the position.

C. The salary percentage will be paid in equal amounts to the teacher's contracted salary for regular salary payment (twenty-six (26) paychecks).

D. The FFA Advisor position is a nontenured position, and no individual shall have an assurance of re-employment in any extracurricular position from one year to the next.

APPENDIX C

TEACHING HOURS

Section 1: The elementary teacher schedule will be 8:39 a.m. to 3:36 p.m. The teachers shall have the first eleven (11) minutes during the work day for preparation, meetings called or approved by the administration, conferences, and/or specialized instruction to students. The first eleven (11) minutes of the work day shall not be counted as part of the guaranteed fifty-five (55) minutes of daily preparation time.

Teachers will be provided with no less than fifty-five (55) minutes of daily preparation time. The teacher shall use preparation time as previously stated in this bargaining agreement. If a teacher attends a staffing, 504, or IDEA meeting outside of the school calendar they will be compensated as stated in Article IV, Section 3.

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

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

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

Section 5: Student grades for report cards must be submitted by midnight on Wednesday following the marking period end. Year-end grades are due no later than midnight two business days after the last scheduled work day for elementary and secondary.

FOWLERVILLE COMMUNITY SCHOOLS 24-25

August

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

No School
Teacher Work Day Location of Choice
PD DAYS
COMPLIANCE INFO
HALF DAYS / OPEN HOUSE ADJ.
HS / Elementary Half Days
FIRST STUDENT DAY
CONFERENCES

APPENDIX D

Fowlerville Community Schools | 2024 – 25 Academic Calendar

August 1 – Thursday	Teacher Compliance Window Opens
August 19 – Monday	Teacher Work Day – Location of Choice
August 20 – Tuesday	Welcome Back Day | Teacher Professional Development #1
August 21 – Wednesday	Teacher Professional Development Day #2 K – 12 Open House 4:30 – 6:00 PM
August 26 - Monday	First Day for Students
August 30 – September 2	NO SCHOOL – LABOR DAY RECESS
September 30 – Monday	NO SCHOOL – Teacher Professional Development #3
October 16 – Wednesday	Full Day for Students K -12 | Parent Teacher Conferences 5 – 7:30
October 17 – Thursday	Half Day for Students K-5 | K-5 Conferences | 12:45 – 3:15 & 5 – 7:30 Grades 6 – 12 Full Day | Parent Teacher Conferences 5 – 7:30
October 21 – Monday	Staff Compliance Deadline at 11:59PM
November 1 – Friday	NO SCHOOL – Teacher Professional Development #4
November 27 – 29	NO SCHOOL – THANKSGIVING RECESS
December 23 – January 3	NO SCHOOL – WINTER RECESS
January 6 – Monday	SCHOOL RESUMES
January 15 – Wednesday	Half Day Students K-12 | HS Exams |3-12 Records Day PM | Smith Move Prep
January 16 – Thursday	Half Day Students K-12 | HS Exams |3-12 Records Day PM | Smith Move Prep
January 17 – Friday	Half Day Students K-12 | HS Exams |Smith Move Prep *End of the Semester | PM *3-12 Open House Adjustment
January 20 – Monday	NO SCHOOL – MLK DAY
February 17 – Monday	NO SCHOOL – President's Day
February 18 – Tuesday	NO SCHOOL – Teacher Professional Development #5
March 6 – Thursday	Full Day for Students K-12 | K-12 Parent Teacher Conferences 5 – 7:30
March 24 – 28	NO SCHOOL – SPRING BREAK
March 31 – Monday	SCHOOL RESUMES
April 18 - Friday	NO SCHOOL – GOOD FRIDAY
May 26 – Monday	NO SCHOOL – MEMORIAL DAY
June 4 – Wednesday	Full Day for Students K-5| 6 –11 Half Day: Exams| 6 -12 Staff Records Day PM
June 5 – Thursday	Half Day for Students K-12 |Exams |Staff Records Day PM | FES Open House Adj
June 6 – Friday	Half Day for Students K-12 |Exams |Staff Records Day PM * Last Day of School

Student Starting & Ending Times:
FES & Kreeger: 8:50 AM – 3:32 PM
FHS & FJHS: 7:30 AM – 2:12 PM

Half Day Student Dismissal Times:
FES & Kreeger: 12:02 PM
FHS & FJHS: 10:42 AM

Teacher Full Day Starting | Ending Times
Elementary: 8:39 AM – 3:36 PM
Secondary: 7:24 AM – 2:21 PM

Teacher Half Day Starting | Ending Times
Elementary: 8:39 AM – 12:06 PM
Secondary: 7:24 AM – 10:51 AM

Professional Learning Hours:
Full Day for all teachers is 8:00 AM – 2:42 PM with a 30 Minute Lunch
Half Day for Elementary Teachers is 12:36 PM – 3:42 PM \| Half Day for Secondary Teachers is 11:21PM – 2:27PM

	2024 - 2025
Student Days	178
Work Day – Teacher Location of Choice	1
Conferences	1.5
Compliance (Self-Scheduled)	1
Professional Development Days	1 – Not Counted as Instruction
Professional Development Days	4 – Counted as Reportable Student Instruction
Total:	186.5
Reportable Student Contact Days	182

* Any potential make-up days will not exceed 180 reportable student instructional days at 75% district wide attendance.

* Teacher Work Day Location of Choice allows teachers to complete any self-selected professional duties as necessary. Can be completed any time prior to the first day for students.

FOWLERVILLE COMMUNITY SCHOOLS 25-26

August

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

No School
TEACHER WORK DAY LOCATION OF CHOICE
PD DAYS
COMPLIANCE INFO
Half Day Open House Adjustment
HS / Elementary Half Days
FIRST STUDENT DAY
HS Half Day / Elementary Full Day
CONFERENCES

Fowlerville Community Schools | 2025 – 26 Academic Calendar

August 1 – Friday	Teacher Compliance Window Opens
August 18 – Monday	Teacher Work Day – Location of Choice
August 19 – Tuesday	Welcome Back Day | Teacher Professional Development #1
August 20 – Wednesday	Teacher Professional Development Day #2
	K – 12 Open House 4:30 – 6:00 PM
August 25 - Monday	First Day for Students
August 29 – September 1	NO SCHOOL – LABOR DAY RECESS
September 29 – Monday	NO SCHOOL – Teacher Professional Development #3
October 15 – Wednesday	Full Day for Students K -12| K-12 Parent Teacher Conferences 5 – 7:30
October 20 – Monday	Teacher Professional Development Day #4
October 21 – Tuesday	Staff Compliance Deadline at 11:59PM
October 23 – Thursday	Half Day for Students K-5 | K-5 Conferences |12:45 – 3:15 & 5 - 7:30
	Grades 6 – 12 Full Day | 6-12 Parent Teacher Conferences 5 – 7:30
November 26 – 28	NO SCHOOL – THANKSGIVING RECESS
December 22 – January 2	NO SCHOOL – WINTER RECESS
January 5 – Monday	SCHOOL RESUMES
January 14 – Wednesday	Half Day Students K-12 | HS Exams | K-12 Records day PM
January 15 – Thursday	Half Day Students K-12 | HS Exams | K-12 Records day PM
January 16 – Friday	Half Day Students K-12 | HS Exams | *K-12 Open House Adjustment
	*End of the Semester
January 19 – Monday	NO SCHOOL – MLK DAY
February 16 – Monday	NO SCHOOL – President's Day
February 17 – Tuesday	NO SCHOOL – Teacher Professional Development #5
March 5 – Thursday	Full Day for Students K-12 | K-12 Parent Teacher Conferences 5 – 7:30
March 27 – April 3	NO SCHOOL | SPRING BREAK
April 6 – Monday	SCHOOL RESUMES
May 25 – Monday	NO SCHOOL | MEMORIAL DAY
June 3 – Wednesday	Full Day for Students K-5| 6 –11 Half Day: Exams| 6 -12 Staff Records Day PM
June 4 – Thursday	Half Day for Students K-12 6-11Exams | Staff Records Day PM
June 5 – Friday	Half Day for Students K-12 |6-11 Exams| Staff Records Day PM
	*Last Day of School

Student Starting & Ending Times:
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APPENDIX E

MENTOR GUIDELINES

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

1. Qualified staff will submit their intentions to become mentors by June 1st of each school year to the Building Principal. The list of names will be maintained until the teacher requests removal from said list.

2. Regarding appointments, the following will apply:
   a. Appointments shall be for three (3) years unless either party requests a change or their building principal decides it is in the best interests of the parties.
   b. Mentors will have no involvement in the evaluation process and the relationship will be collaborative and confidential.
   c. A mentor can have up to two (2) probationary teachers if desired.

3. Mentoring Responsibilities:
   a. It is understood that time between the mentor and the probationary teacher will necessarily take place weekly beyond the normal working day to establish a collaborative relationship. A minimum of twenty-five (25) hours per school year in the mentee's first year; eighteen (18) hours in the mentee's second year; and ten (10) hours in the mentee's third year is required of an on-staff mentor and the mentor shall keep a log of the time devoted to this process for confirmation to the Administration. The log will be submitted to the Building Principal throughout the school year as mentoring is conducted and must be submitted by May 15th each year for payment of the mentor stipend. Any time spent together before or after the normal school year shall be at the option of the mentor and probationary teacher. Time commitments may change, due to revision of state mandates.

   b. The mentor will provide instructional support for the assigned probationary teacher(s) as needed. The minimum of mentor/probationary teacher contacts should be eight (8) hours per semester with no less than one (1) contact per month.

      The contacts will include the following activities:
      - Individual conferencing two to five (2-5) hours.
      - Classroom observations (at least two (2) per year the first year, and at least one (1) in year two (2) and year three (3)).

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

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

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

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

First year probation/IDP - 25 hours - 1 ½
% Second year probation/IDP - 18 hours
Third year probation/I DP - 10 hours - 1%

Tenured teachers hired from another District may request a mentor for one year and the mentor will receive the same pay as second year probation one percent (1%). Probationary teachers hired from another school district will combine total mentor experience not to exceed three (3) years. All probationary teachers new to the District or teachers rated "developing" or "needing support" on their most recent year-end evaluation will have a mentor for at least one (1) year.

APPENDIX F

TEACHER JOB SHARING

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

A. Purpose: Two or more experienced bargaining unit members, at their request, pair up for the purpose of sharing common teaching assignments. This voluntary pairing shall not occur if the pairing results in the involuntary layoff or involuntary transfer of a full time teacher. It shall not occur if it prevents the recall of a laid off teacher. The application for Job Sharing shall be approved or disapproved in writing by the Superintendent within thirty (30) days of the application.

B. Application: The teachers shall notify the District and the Association by April 1st of each year explaining their working arrangement and indicate their desire to job share. Once teachers have submitted their plan, they may not deviate from it unless they have the Superintendent's approval. Alternating days of instruction will be discouraged but may be allowed subject to Superintendent approval.

C. Pairing: The teachers who have jointly agreed to work together must be certified, approved, or authorized, as applicable, for all aspects of the assignment. The job sharing arrangement shall be for one (1) year, renewable at the option of both teachers, subject to approval of the Superintendent.

D. Responsibilities: Responsibilities of an assignment by two job sharers may be divided and/or allocated to a plan by the job sharers with approval by the District. This shall include but is not limited to attendance at regular staff meetings, District meetings, etc. The teachers are required to attend full-day in-services or special training days such as testing, training, curriculum workshops, and grade level meetings, which are required of full time teachers if appropriate.

E. Compensation/Fringe Benefits: Compensation shall be determined by each teacher's step and column of salary schedule, prorated. Each teacher will gain one year of seniority and will move up one half (1/2) step on the salary schedule for each year worked at the job sharing position. Insurance, personal business days, and sick days will be prorated to the percentage of the day worked. If the job sharing teachers each work a half day, their benefits will be calculated at a fifty percent level, for example. The teachers may contribute any additional amounts necessary to pay the premium costs for insurance.

F. Approval: The Superintendent and job sharing teachers will meet in person to review their proposal with agreement by the building principal. After review of the proposal, and if accepted by the Superintendent, the job sharing teachers and Superintendent will sign and date the agreement.

G. Parent Letters/Friday Folders: Teachers will share this responsibility.

H. Report Cards: Each teacher is responsible for marking their portion of the report card. Social habits/citizenship will be a combined effort of both teachers.

I. Communication: Teachers will set aside time to discuss any parent comments, absence and tardy concerns, unit topics, discipline problems, and necessary communication.

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

APPENDIX G

ALTERNATIVE EDUCATION PROGRAM

The parties mutually recognize Alternative Education Programs as those that use distance learning instruction via a certified teacher and the internet, such as the Fowlerville Online Learning Academy or programs that utilize educational software/internet to deliver content such as credit recovery and certain summer school classes.

The parties mutually recognize that in programs that use virtual learning options, such as Credit Recovery, the role of the adult supervisor will be classified as Mentor in accordance to the Michigan Pupil Accounting Manual. As such, the parties agree that the following conditions shall apply to on-site mentors and mentors within such programs.

In the case of a student with an IEP, a certified Special Education teacher will provide instructional support to meet the IEP goals and accommodations as part of their teaching responsibilities. If such support is provided outside of the school day, the Special Education teacher will be paid the curriculum rate ($50/hour).

Section 1: Mentors

Each program class period that utilizes educational software/internet to deliver course content shall have a certified district teacher acting in the capacity of "on-site mentor" (mentor). Such mentors shall be certified teachers employed by the Board with knowledge of computers.

a. Responsibilities of mentors shall include, if needed: Maintaining order in the classroom, monitoring the students' work, giving assistance to student(s) as they complete the assessment or assignment through the learning platform and administering assessments that are part of the course. The mentor shall not be responsible for creating lesson plans or tutoring.

b. Cancelation of mentoring or assessment due to technical problems shall not result in the loss of compensation.

c. Bargaining unit members assigned to mentor positions during the regular school day in an alternative education program shall be placed on the regular salary schedule (Appendix A).

d. A mentor shall be assigned for everyone hundred (100) students enrolled in the alternative education program.

e. Before and after the summer school operates, mentors will work three (3) additional hours in order to coordinate student attendance.

Bargaining unit members who are assigned a mentor position or Credit Recovery (including High School Summer School) outside of the regular school day or school year in addition to their regular teaching duties shall be compensated at the curriculum rate of $50/hour.

Letter of Agreement
Between the
Fowlerville Education Association
and
Fowlerville Community Schools

Re: Change of Grading Window

The Fowlerville Education Association (FEA) and the Fowlerville Community Schools (District) are parties to a Collective Bargaining Agreement (CBA) covering the 2025-2026 school year. This Letter of Agreement will be in place for the 2025-2026 school year and is not precedent-setting. Due to a clerical error at the Junior High, grades K-12 will be changed from Appendix C Teaching hours. "Student grades for report cards must be submitted by midnight on Wednesday following the marking period end." This agreement states report card grades will be due at the end of the school day on January 23rd, 2026, for K-12.

Michelle L Spisz 1.14.26

Fowlerville Education Association President (date)

Amy L. Sova 1/14/26

FCS Board of Education President (date)

Fowlerville Community Schools

February 13th, 2026

Letter of Agreement

between

Fowlerville Community Schools Board of Education and Fowlerville Education Association

Re: Notification of Resignation/Retirement Incentive

This Letter of Agreement is entered into by and between the District and the Association regarding a one-time retirement/resignation incentive for the upcoming 2026-2027 school year.

The District agrees to provide a one-time incentive stipend in the amount of **$750** to any bargaining unit member who submits a written notice of their resignation/retirement, indicating they will not be returning for the 2026-2027 school year.

To qualify for this incentive, written notice must be submitted to the Human Resources Department no later than **12:00 p.m. on Friday, March 27, 2026**. The written notice may be submitted via email or hand-delivered to Trisha Reed.

Please note that a resignation or retirement notice may be rescinded prior to Board approval; however, if rescinded, the incentive will not be paid. Additionally, the member must be in good standing and not in a non-renewal status at the time the written notice is submitted.

Eligible members will receive the stipend as part of their final paycheck for the **2025-2026 contract year**. For those who are resigning, it will be August 14th, 2026; for those retiring, it will be June 19th, 2026.

This agreement is intended to support the District's planning efforts for the upcoming school year and is not precedent-setting.

FOWLERVILLE COMMUNITY SCHOOLS BOARD OF EDUCATION

By: Amy L. Sova
Amy Sova
Board President
Dated: 2/23/26

FOWLERVILLE EDUCATION ASSOCIATION

By: Michelle L Spisz
Michelle L. Spisz
President
Dated: 2.12.26

7677 W. Sharpe Road, Suite A • Fowlerville, MI, 48836
(517) 223-6018 • (517) 223-6022 (Fax)
Trisha Reed, Director of Human Resources

Fowlerville Community Schools

LETTER OF AGREEMENT

Between Fowlerville Community Schools Board of Education and Fowlerville Education Association. *This is a mutually agreed-upon Tentative Agreement (TA), and its terms will be incorporated into the current 2024-2026 bargaining agreement and subsequent collective bargaining agreement.*

This Letter of Agreement ("Agreement") is entered into between ***Fowlerville Community Schools Board of Education*** *("District") and the* ***Fowlerville Education Association*** *("Association") for the purpose of modifying the current collective bargaining agreement.*

WHEREAS*, the District and the Association desire to clarify previously agreed upon language regarding educator evaluation; and*

WHEREAS*, both parties agree to collaboratively determine appropriate measures of 20% student growth measure and assessment data;*

Teacher Evaluation Growth Measures

In order to determine the 20% of the total evaluation score that reflects a teacher's growth data, the district will use the following data:

Teaching Subject or Grade Band	Local Measure (iReady) Math	Local Measure (iReady) ELA	State Measure (MSTEP/SAT /PSAT) ELA	State Measure MSTEP/SAT /PSAT) Math	Agreed Upon Measure
Core Classroom *(Includes SPED, Specials, Electives)*	4%	4%	4%	4%	4%
ELA Teachers (7–12)	—	8%	8%	—	4%
Math Teachers (7–12)	8%	—	—	8%	4%

Science (Grades 5, 7–8, 11)	4%	4%	Science 8%	—	4%
Social Studies (Grades 5, 7–8, 11)	4%	4%	Social Studies 8%	—	4%

Agreed Upon Measure: The teacher will first share with the evaluator which specific measure they have chosen. The evaluator will then review and confirm agreement with that measure. Once the measure is approved, the teacher will be responsible for collecting and providing the related growth data.

Cut Scores:
Effective: Students achieve 78% or better on the agreed-upon assessment
Developing: Students achieve 60–77.9% on the agreed-upon assessment
Needing Support: Students achieve below 60% on the agreed-upon assessment

Local Measure (iReady): FCS will use i-Ready's Typical Growth metric. The Annual Typical Growth represents the average amount of annual growth expected for a student, based on their grade level and initial baseline placement.

Cut Scores:
Effective: 80%–100% of students met Progress to Annual Typical Growth
Developing: 60%–79% of students met Progress to Annual Typical Growth
Needing Support: 0%–59% of students met Progress to Annual Typical Growth

State Measure (MSTEP/SAT/PSAT): FCS will use the percentage of students scoring at the Proficient and Advanced Proficient levels on the Spring M-STEP/SAT/PSAT assessment from the previous school year.

Cut Scores:
Effective: 80%–100% of students score AP/P
Developing: 60%–79% of students score AP/P
Needing Support: 0%–59% of students score AP/P

Teachers who have chosen not to provide an agreed upon measure, will follow the data breakdown below:

Teaching Subject or Grade Band	Local Measure (iReady) Math	Local Measure (iReady) ELA	State Measure (MSTEP/SAT /PSAT) ELA	State Measure MSTEP/SAT /PSAT) Math	Agreed Upon Measure
Core Classroom *(Includes SPED, Specials, Electives)*	5%	5%	5%	5%	—
ELA Teachers (7–12)	—	10%	10%	—	–
Math Teachers (7–12)	10%	—	—	10%	—
Science (Grades 5, 7–8, 11)	5%	5%	Science 10%	—	—
Social Studies (Grades 5, 7–8, 11)	5%	5%	Social Studies10%	—	—

Excluding students from Growth Measure will follow MDE's Student Growth Score Exclusion Guidance document.

Teachers may request a student be exempt by contacting their evaluator and presenting the reason for the exclusion. The principal will review the recommendation, and if it is approved, send it to the Asst. Superintendent and Superintendent for approval. The principal will communicate the final decision to the teacher.

Effect of Agreement

This agreement shall become effective upon signature by both parties and shall remain in effect for the duration of the current collective bargaining agreement unless otherwise modified by mutual written agreement.

FOR THE DISTRICT:

Name: Michelle L. Spisz
Title: Fowlerville Education Association President

Signature: Michelle L Spisz
Date: 4.9.26

FOR THE ASSOCIATION:
Name: Matt Stuard
Title: Superintendent

Signature:
Date: 4.9.26