

8/31/90

M A S T E R A G R E E M E N T

BETWEEN THE

FWLER PUBLIC SCHOOL BOARD OF EDUCATION

AND THE

INGHAM CLINTON EDUCATION ASSOCIATION

1987-1990

Fowler Public School

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ARTICLE ONE

AGREEMENT

This master contract entered into this _____ day of _____, 19____, by and between the Board of Education of the Fowler Public Schools District, hereinafter called the "Board" and the Ingham Clinton Education Association, hereinafter called the "Association".

WITNESSETH

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

ARTICLE TWO

RECOGNITION

A. Pursuant to Act 379, Public Act of 1965, as amended, the Fowler Public School Board of Education hereby recognizes the Ingham Clinton Education Association, NEA/MEA as the sole and exclusive bargaining representative for all full time and regular part time teaching personnel but shall exclude Superintendent, Assistant Superintendent, Directors of School and Community Relations, Principals, Assistant Principals, Business Manager, maintenance and plant personnel, office workers, cafeteria help, bus drivers, teacher's aides, athletic director, and all others employed by the Board. An athletic director shall be supervisory only when he is fulfilling his duties as athletic director.

- B. The term "teacher" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined and references to male teachers shall include female teachers.
- C. The Board agrees not to negotiate with or recognize any teacher's organization other than the Association for the duration of the Agreement.

ARTICLE THREE

BOARD RIGHTS

- A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Fowler Public School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration and not by way of limitation, the following:
 - 1. The supervision, direction, and control of the management and administration of the school system, its properties, and facilities.
 - 2. The right to hire all employees and, subject to the provisions of the law, to determine their qualifications; to discharge, demote or otherwise discipline employees for reasonable and just cause; and to promote and transfer employees.
 - 3. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students as deemed necessary or advisable by the Board.

4. The selection of textbooks, teaching materials, and various teaching aides.
 5. The right to determine class schedules, class size, the hours of instruction, and assignment of teachers with respect thereto.
- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

ARTICLE FOUR
ASSOCIATION AND TEACHER RIGHTS

- A. Duly authorized representatives of the association may request the use of school property for local association members to transact official association business. All requests for the use of school property must be cleared with the building principal at least eight (8) hours prior to the building use. When custodial services are required, the Board may make a reasonable charge.
- B. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times before or after the regular teacher work day or during the duty-free lunch period, provided that this shall not interfere with or interrupt normal school operations. Non-unit representatives shall report to the building principal upon entering a school building.
- C. Duly authorized representatives of the association may use the school equipment, including typewriter, duplicating equipment, calculating machines, and audio-visual equipment, if such use does not interfere with the normal operation of the school day. The Association shall pay

- for the actual cost of all materials and supplies incident to such use.
- D. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes within the school system for material signed by the Association designate, or his/her designated representative.
- E. The Board agrees to make available to the Association upon request public information as required under the Freedom of Information Act as well as any information which may be necessary to process any grievance or complaint.
- F. Nothing contained in this contract shall be construed to deny or restrict to any teacher rights he/she may have under the laws of Michigan or the United States.
- G. When meetings to conduct negotiations or to resolve grievances are mutually arranged to be held during the school day, teachers participating in such meetings shall be released from regular duties without loss of pay.
- H. The Board shall provide a total of two (2) days per year to the Association President or his/her designee to participate in Association business. The Association shall reimburse the Board for the cost of obtaining substitute teachers at the Board approved rate. Request for absence will be submitted to the Superintendent at least one (1) week in advance of the scheduled absence except in the case of emergency, 48 hours. Association business days may be taken in half (1/2) day increments.

ARTICLE FIVE

PROFESSIONAL DUES, FEES, PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the Michigan Education Association and the National Education Association. Such authorization shall continue in effect from year to year unless revoked in writing, between June 1 and September 1 of any year. The Board shall deduct one-twentieth ($1/20$) of the dues twenty (20) times during the school year, beginning in September and ending in June of each year. Deductions for teachers employed after the school year begins or joining the Association during the school year shall be appropriately prorated to complete payments by the following June.
- B. The Association shall be responsible for the remission of members' dues to the state and national association.
- C. It shall be the responsibility of the teacher to file, with the Board, the correct payroll deduction information. Such information shall be filed no later than September 30, or thirty (30) days after ratification of the Master Agreement, whichever comes later. The Board will forward all payments as soon as possible after pay period deductions.
- D. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment, pay as a service fee to the Association a legally permissible amount as specified by the Association not to exceed an amount equivalent to the dues uniformly required to be paid by members

- of the Association, provided, however, that the teacher may authorize payroll deduction for such fee.
- E. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction as provided in this Article, the Board, upon written notice from the Association shall cause the termination of employment of such teacher effective no later than that semester break. The parties recognize the failure of any teacher to comply with the provisions of this Article as just and reasonable cause for discharge from employment.
- F. The Association will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability or costs, including attorneys' fees and unemployment compensation costs by reasons of action taken by the Board in compliance with Sections A, B, C, D, and E of this Article.
- G. The Board agrees to provide payroll deduction for savings only for one credit union of the Association's choice and one other plan if jointly approved by the Association and the Board.

ARTICLE SIX

TEACHING HOURS

- A. The length of the teacher's day shall be seven (7) hours five (5) minutes, including no less than thirty (30) minutes duty-free lunch. No teacher shall be assigned beyond this time except as provided below.
- B. Teachers shall be required to stay until 4:30 o'clock, p.m. no more than an average of one (1) day per month not to exceed two (2) meetings in any one month for a total of nine (9) per year.
- C. The elementary teachers shall be provided an average of fifty (50)

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

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

- D. Each middle school and high school teacher will receive a daily preparation period which shall be equal in time to a daily class period.
- E. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county, or state health authorities, shall be rescheduled as provided in the calendar to insure that there are a minimum of 180 days of actual student instruction. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation.

In the event that during the life of this agreement, it becomes lawful for the purpose of state membership aid to count as days of pupil instruction days when pupil instruction is not provided due to the conditions described above, it is agreed that the teachers shall be

excused from reporting to duty without loss of pay. Days lost to school closings under this eventuality shall not be rescheduled, unless otherwise required by state law to qualify for state aid.

ARTICLE SEVEN

TEACHING CONDITIONS

- A. The Board agrees to make available in each school adequate typing and duplicating facilities to aid teachers in the preparation of instructional material.
- B. Teachers shall not be required to work under unsafe or hazardous condition or to perform tasks which endanger their health, safety, or well-being.
- C. The parties agree that class size and teacher preparations shall be reviewed and discussed with the Administration and the teacher and be based on the number of students the facilities will handle with the best education and safety of the students as the prime consideration.
- D. If possible the Board will provide adequate material and working space for each teacher to perform his/her duties.
- E. If possible the Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty work room. Provisions for such facilities will be made in all future buildings. One area in each building shall be designated as a smoking area for faculty.
- F. Telephone facilities shall be made available to teachers for their reasonable use.
- G. The Board will first try to seek volunteers among the staff whenever it is determined that a child is planned for mainstreaming.

- H. In order to provide for the most optimum degree of "time on task" teachers will be provided with clerical assistance for such activities as running dittos and typing.

ARTICLE EIGHT

TEACHER QUALIFICATIONS AND ASSIGNMENT

- A. Teachers will not be assigned outside the scope of their teaching certificates and their major or minor field of study except temporarily and for good cause, and the Association shall be so notified in each instance and shall be provided with a written statement of reasons for such assignment. Temporary shall be defined for purposes of this article as not to extend beyond the current school year.
- B. All teachers shall be given written notice of their schedules and grade assignments for the forthcoming year prior to the closing of the school year. In the event that changes in schedules are thereafter made, all teachers affected shall be notified promptly. Said teachers shall be given an opportunity to meet with the administration to discuss resolutions and/or alternatives which will be the most beneficial to the educational program.
- C. Any extracurricular or extra duty assignments in addition to the normal teaching schedule during the regular school year, shall not be obligatory but shall be with the consent of the teacher with the exception of band which may be a required extracurricular assignment of the instrumental music teacher at the discretion of the Board of Education.

ARTICLE NINE

EVALUATION OF TEACHERS

- A. The evaluation of the performance of each teacher in the school system

is the responsibility of the administration. Evaluations shall only be conducted by a building principal, assistant principal, or other qualified administrator, not in the bargaining unit, as designated by the Board of Education. All monitoring or observations of teachers shall be conducted openly. Each teacher shall be apprised of his/her responsibilities. The Teacher Evaluation Instrument, which was developed and approved as part of the 1980-82 Master Agreement, shall be used for formal evaluations and each teacher shall be given that form at the beginning of each school year.

- B. The performance of all teachers shall be evaluated as follows:
1. Probationary teachers shall be formally evaluated in writing at least two (2) times each year; once on or before December 1 and again on or before April 15.
 2. Tenure teachers shall be formally evaluated in writing at least once every two (2) years. This evaluation will be conducted by April 1 of that year. A tenure teacher may request a second evaluation. No teacher shall be formally evaluated during the last three (3) weeks of the school year.
 3. Each formal written teacher evaluation may consist of up to three (3) formal observations. Each teacher will be informed, on the day initially formally observed, whether there will or will not be multiple formal observations. In the event that a written evaluation will be based on multiple observations, the teacher may request that these observations be done of different subject areas or class periods and the administrator may agree to do so. A formal observation shall be based on a formal classroom observation of at least twenty (20) consecutive minutes or the

duration of a daily teaching unit. The formal written evaluation must be completed within not more than fifteen (15) school days of any formal observation which is to be included in the formal evaluation. The administrator shall arrange for an evaluation meeting with the teacher within nine (9) school days of the last formal observation to be included within the formal evaluation. At the evaluation meeting the administrator shall submit a formal written evaluation report to the teacher and discuss in detail with the teacher the content of the formal evaluation.

4. Nothing in this article shall preclude documentation of a teacher's performance based on other observations of shorter duration, or additional evaluation not required in this section.
- C.
1. In a written formal evaluation report, the evaluator shall specify problem areas and make specific recommendations for improvement.
 2. Whenever professional performance discharges are considered, the administration will minimally:
 - a. Complete more than the minimum number of formal evaluations required herein; one of which must be completed by an administrator other than the teacher's immediate supervisor.
 - b. Notify the teacher of specific problem areas which need improvement and:
 - (1) Suggest in writing ways to improve.
 - (2) May supply the teacher with the appropriate resources to aid the teacher's improvement. (Resources could include: Basic books, classroom supplies and inservice.)
 - (3) Notify the teacher in writing of the possible consequences of the failure to improve.
- D. Two (2) copies of the written evaluation shall be submitted to the

teacher, one (1) to be signed and returned to the administration and the other one (1) to be retained by the teacher. In the event that the teacher feels his evaluation is incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his evaluation file.

- E. A teacher shall be entitled to receive a copy of any materials which tend to reflect upon the character of the teacher's services in the event materials are to be placed in the district's personnel file. Substandard performance noted in the previous evaluation will be addressed in the current evaluation.

ARTICLE TEN

TEACHER PROTECTION

- A. Any case of a school related assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities if the teacher acted appropriately. The teacher will reimburse the Board any and all expenditures that are paid by the teacher's liability insurance.
- B. Time lost by a teacher in connection with any incident mentioned above shall not be charged against the teacher.
- C. The Board will reimburse for proven loss, damage, or destruction of personal property of a kind normally worn or brought onto school property while on official duty. This obligation shall not extend to any such loss which is covered under the teacher's personal insurance.
- D. No teacher shall be disciplined, demoted, or discharged without just

cause. The specific grounds forming the basis for disciplinary action will be made available to the teacher in writing. All disciplinary action shall be immediate and reasonable. The parties subscribe to a policy of progressive, corrective discipline.

- E. Teachers shall have an opportunity to request Association representation during any formal disciplinary action. When a request for such representation is made, discipline shall be delayed until a representative can be present unless the seriousness of the offense merits immediate discipline and in no case shall discipline be delayed to accommodate the Association representative more than forty-eight (48) hours. Whenever a teacher is being questioned in reference to possible misconduct on his/her part, he/she shall be permitted Association representation upon request.
- F. Any complaint made against a teacher will be promptly called to the attention of the teacher. No complaint against a teacher shall become a part of the teacher's file until it has been verified and the source has been identified.
- G. A teacher will have the right to review the contents of all records, excluding initial references, of the district pertaining to said teacher, originating after initial employment and to have a representative of the Association accompany him/her in such review.
- H. The teacher may submit a written statement regarding file material and it shall be attached to the copy of the material in question. If the teacher is requested to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE ELEVEN

VACANCIES, PROMOTIONS AND TRANSFERS

- A. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such request shall be renewed once each year to assure active consideration by the Board.
- B. When notification of a vacancy is received by the administration or board, they shall notify the Association and post such vacancy on teacher bulletin boards in each building. Any teacher may apply for a vacancy.
- C. Whenever vacancies occur during the summer months, the following procedure shall be followed:
 1. Teachers with specific interests in possible vacancies will notify the Superintendent, in writing, during the last regular week of school and shall include a summer address.
 2. Should a vacancy occur, the teachers who have expressed an interest in said position shall be notified in writing by the Superintendent.
 3. The teachers so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position.
 4. The Superintendent shall notify the President of the Association in writing.

- D. An involuntary transfer will be made only when deemed necessary by the Superintendent. The Superintendent shall notify the affected teacher and discuss the reasons for such transfer. In making involuntary transfers, the following criteria will be considered together with other relevant factors:
1. Instructional and staffing needs of the district.
 2. Professional qualifications and certifications.
 3. Experience in subject and grade level in the last ten (10) years.
 4. Length of service in Fowler Public Schools.
 5. Evaluation ratings of the last three (3) years.
- E. During the school year, all extra-duty vacancies will be posted on the teacher bulletin board for five (5) days before being filled.

ARTICLE TWELVE

LAYOFF PROCEDURE

- A. When the Board determines District finances, enrollment, curtailment of curriculum or education programs, teachers returning from leaves of absence, or other factors require a reduction of staff, teachers may be laid off in accordance with the provisions of this article. Each teacher to be laid off shall receive no less than forty-five (45) calendar days written notice.
- B. The term "seniority" as used in this Article shall be length of continuous service with the Fowler Public School District. The accrual of seniority shall begin from the last date of hire which shall be the first day the employee reported for work from which there has been continuous employment. Time on approved leave or layoff shall not count toward accrued seniority but shall not constitute a break in continuous service. Credit given for outside teaching experience in

school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

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

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

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

1. For any K-8 art, vocal music, instrumental music, special education, industrial arts, reading, or physical education positions, teachers retained in those positions must be qualified by a major or minor in that subject, regardless of seniority.
2. For any other 7-8 grade position, the teacher must have at least twelve (12) semester hours or equivalent term hours of previous college credit in the majority of the subjects which compromise the position or successful teaching experience during the past ten (10) years in the subject in the district.
3. For any 9-12 position, the teacher must have a major or minor in

the subject or successful teaching during the past five (5) years in the subject in the District.

- E. The Association shall have the right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within no more than seventy-two (72) hours after the termination of the meeting requesting review of the list.
- F. In the event a teacher is laid off, the teacher's individual contract of employment shall terminate and the Board's obligation to pay salary or fringe benefits shall terminate after receipt of all amounts or benefits earned on a prorated basis equal to time worked. Teachers who are laid off during a contract year shall be considered as having completed the contract year for placement on the salary scale if employed for one semester or more of the school year. Teachers who are laid off during a contract year and who teach less than one semester shall not be given credit for the length of that time taught when being placed on the salary scale. Credit will be given toward seniority for actual days of service.
- G. Teachers on layoff shall inform the Superintendent in writing of any contemplated changes in certification or qualifications by May 1 of each year. Changes in a teacher's certification or qualifications after August 15 of any year following layoff shall not entitle the teacher to be assigned to a position for which the teacher is newly certified or qualified until the following summer unless there is a vacancy.
- H. Any administrator who previously taught in the District shall have the right to enter the bargaining unit as a tenure teacher by exercising

his/her teacher seniority based on length of continuous employment as a teacher in the District.

- I. Except as provided in C.1. & 2., the Board of Education shall have no obligation to reassign or transfer employees in order to make positions for tenure teachers or teachers with greater seniority to claim but may do so at its discretion.
- J. Recall.
 1. Teachers shall be recalled to employment on the basis of greater seniority for positions as determined by the program offered by the Board, for which they are certified and qualified.
 2. Employees who are notified of recall by registered mail at the teacher's last known address maintained in the Superintendent's office, and who fail to respond within ten (10) days or who fail to report for duty within ten (10) days of recall notice shall be considered as resigned. The Association will be notified of recall of individual employees.
 3. The recall list shall be maintained by the Board for probationary teachers for a period not to exceed two (2) years and for tenure teachers in accordance with the Michigan Teacher Tenure Act. Thereafter, a teacher shall lose his/her right to recall.

ARTICLE THIRTEEN

SICK LEAVE

- A. All teachers regularly employed by the District who are absent from duty because of personal illness or disability shall be allowed twelve (12) days per year. Sick leave days may be accumulated to a total of one hundred (100) days. Any teacher who has not used any sick days per semester of the school year will be compensated sixty dollars (\$60.00) for each semester of perfect attendance.

- B. A teacher claiming a sick leave day must inform the principal no later than 6:30 o'clock a.m., on the day of absence except in an emergency.
- C. Teachers will not be excused during the school day for medical appointments without loss of sick leave. Sick leave will not be charged when a teacher is excused by the administration during a time he/she would not be involved in instructing a class or when the coverage of the teacher's classes by another teacher is approved by the administration.
- D. Sick days may be used for illness in the immediate family. The immediate family shall be interpreted as spouse, children, step-children, and anyone living in the teacher's home who is dependent upon the teacher for care.
- A teacher whose parents are critically ill shall be permitted to use sick days in order that the teacher may be present during critical periods.
- E. A teacher may take a maximum of five (5) days per death, to be deducted from sick leave for deaths in the immediate family which shall be interpreted as mother, father, mother-in-law, father-in-law, husband, wife, children, brother or sister.
- F. A teacher may take a maximum of two (2) days per death, to be deducted from sick leave, for the following deaths: aunt, uncle, niece, nephew, grandchildren, brother-in-law, sister-in-law, grandfather or grandmother, and grandparents-in-law. If travel is involved in excess of 200 miles one-way, the teacher shall be granted up to two (2) additional days.
- G. If a teacher uses up his or her sick leave, that teacher will be granted an unpaid leave of absence for that death or deaths. Sick days

may be used for a death in the family only at the time of death in all of the above situations.

H. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave without pay for up to one (1) calendar year which may be extended upon request.

I. Disability due to pregnancy shall be treated as any other disability.

J. Any teacher granted Worker's Compensation benefits shall, after receipt of such benefits, be paid the difference between the teacher's weekly compensation and the amount received from Worker's Compensation which shall be deducted from the teacher's personal accumulated sick leave days until such days are exhausted. The sick day deduction shall be prorated at a fractional basis in proportion to the actual amount paid per day by the Board.

Teachers may donate days from their accumulated sick leave to another teacher who has exhausted his/her accumulated sick leave. A written authorization signed by the donating teacher shall be sent to the Superintendent and a copy to the Association. The Superintendent may deny this provision for cause. This benefit shall be limited to a total of one hundred (100) days of both personal accumulated leave and donated days.

K. For any teacher terminating employment from the District, the teacher shall be paid for unused leave days based on the following schedule:

<u>Years of Service</u>	<u>Amount per day</u>
10-14	\$20.00
15-19	\$25.00
20 and over	\$30.00

- L. Teachers may, at their option and provided that they notify the principal at least forty-eight (48) hours in advance and a substitute is available, utilize sick leave time in half (1/2) day portions.
- M. At the beginning of each school year, teachers will be notified in writing of their number of accumulated sick leave days.

ARTICLE FOURTEEN

BUSINESS LEAVE

- A. Business leave not to exceed two (2) days in any one contractual year shall be granted upon request when it is not possible to arrange such business for nonduty hours. Requests for such leave must be made with the Administration as far in advance as possible and at least twenty-four (24) hours in advance, except in case of emergency. A business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year, except in case of emergency. Business days are nonaccumulative but will be added to sick leave accumulation.
- B. A leave of absence will be granted a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty on which he otherwise would have been scheduled to work.
- C. Teachers may be granted three (3) days for a leave of absence with pay for Administration approved visitation at other schools or attending meetings or conferences of an educational nature. Reasons for denial will be given each teacher whose leave was denied. Any teacher who is denied a leave of absence under this clause shall have the right to appeal before the school board.

- D. A teacher who is subpoenaed to testify during school hours in any judicial or administrative matter connected with the school district shall receive his/her full salary for such time, provided that the teacher shall reimburse the school district for those monies received for such testimony. It is expressly understood that this provision shall not apply in the event the teacher is subpoenaed to testify against the school district or Board of Education.

ARTICLE FIFTEEN

UNPAID LEAVES OF ABSENCE

- A. Leaves of absence of up to one (1) year without pay (or extensions of such leaves) may be granted for the following purposes:
1. Educational improvement through further training.
 2. Child adoption.
 3. Joining the Peace Corps as a full time participant.
 4. Becoming an officer of a state association.
 5. Military leave.
 6. Campaign for, or serve in, a public office.
 7. General Purpose Leave:
 - (a) A general purpose leave may be granted for a period of up to one (1) year, subject to the recommendation of the Superintendent and approval of the Board. The granting or non-granting of such leave on a request-by-request basis will not be construed to constitute past practice.
 - (b) Teachers granted a general purpose leave will inform the Board of their intent to return by April 15 of the school year following his/her leave request. Teachers returning

from a general purpose leave shall be placed in a teaching position for which they are certified. Upon written application to the Superintendent, an extension of the general purpose leave may be granted by the Board of Education. No fringe benefits, including, but not limited to, sick leave, hospitalization insurance, disability insurance, dental insurance, life insurance, vision insurance, etc. shall be provided or accrued during the leave period.

- B. If the teacher completed more than a semester's work, he/she will be granted a year's increment for salary and fringe benefits.
- C. Any person granted a leave of absence will be allowed to return to a position for which he/she is certified provided he/she requested to return no later than July 1, of the school year following his/her leave request.
- D. Any teacher who has been denied a leave of absence may have the right to appeal this denial to the Board of Education.
- E. A leave of absence shall be granted for the purpose of child bearing and newborn care at the teacher's request for up to one (1) year. The teacher shall notify whenever possible, the Superintendent's office at least thirty (30) days before the beginning of the leave so that necessary arrangements can be made to procure the teacher's replacement. In the event of an emergency, leave may commence immediately upon written request.

A teacher returning from parental leave shall be allowed to return to a position for which she is certified. The initial leave request shall indicate the expected date of the start of the leave and shall state the date of return. As nearly as possible the return date of the

leave shall conform to the beginning or ending of a semester. Teachers may request an extension of this leave for up to one (1) year which may be granted by the Board.

ARTICLE SIXTEEN

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the expressed written terms of this Agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
 - 1. The termination of services of or failure to reemploy any probationary teacher; unless such termination procedures violates the provisions of Article Nine, Evaluation of Teacher;
 - 2. The placing of a non-tenure teacher on a third year of probation; unless such placement procedures violates the provisions of Article Nine, Evaluation of Teachers;
 - 3. The termination of services or failure to reemploy any teacher to a position on the extra-curricular schedule.
- C. The Association shall designate a Grievance Committee to handle grievances. The Association shall notify the Superintendent, in writing, of the members of this committee on or before October 1, of each year and any changes thereafter. The Board hereby designates the Principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- D. The term "days" as used herein shall mean days in which school is in session. At the end of the school year, "days" will mean week days.

- E. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants, and the Association Representative;
 2. It shall be specific;
 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 4. It shall cite the section or subsections of this contract alleged to have been violated;
 5. It shall contain the date of the alleged violation or specify that it is a continuing violation;
 6. It shall specify the relief requested; any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.
- F. Level One - A teacher feeling himself aggrieved as defined in Section A shall within five (5) days of his knowledge of the occurrence orally discuss the grievance with the building Principal in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and submit it to the Principal and the Grievance Committee. Within five (5) days, the Principal will submit his response in writing to the Committee.
- G. Level Two - If no resolution is obtained at Level One within five (5) days, a copy of the written grievance shall be filed with the Superintendent or his designated agent by the Grievance Committee and/or the grievant. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the Grievance Committee to discuss the grievance.

Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Grievance Committee, the building Principal in which the grievance arose, and place a copy of same in a grievance file in his office.

H. Level Three - If no decision is rendered within five (5) days of the discussion or the decision is unsatisfactory to the grievant and the Association, the Association may appeal same within five (5) days (which may be extended to a total of fifteen (15) days upon request by the Association and approval by the Superintendent) to the Board of Education by filing the written grievance with the Board of Education in care of the Superintendent. The grievance will be placed on the agenda of the next regularly scheduled Board meeting if within fifteen (15) days of the Superintendent's decision or lack of decision at Level Two. If the next regularly scheduled Board meeting is more than fifteen (15) days away, a special Board meeting will be scheduled.

Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, or otherwise investigate the grievance, provided, however, that in no event except with express written consent of the Association, shall final determination of the grievance be made by the Board more than one month after the initial hearing.

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 Grievance Committee.

I. Level Four - Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within twenty (20) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association, in writing, whose rules and regulations would govern the proceedings.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association, subject to the rights of the Board or the Association to judicial review. Any lawful decision of the arbitrator shall be forthwith placed into effect.

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

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
2. He shall have no power to establish salary scales.
3. He shall have no power to change any practice, policy or rule of the Board nor substitute his judgement for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board which is not inconsistent with this contract.
4. He shall have no power to interpret state or federal law.
5. He shall not hear any grievance previously barred from the scope of the grievance procedure, but shall determine whether the grievance is barred.
6. More than one (1) grievance may not be considered by the arbitrator at the same time, except upon expressed written mutual consent and then only if they are of similar nature.

7. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
- K. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the time limits specified, or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
- L. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations except by mutual consent or by order of the arbitrator.
- M. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- N. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
- O. A grievance may be withdrawn at any level without prejudice.
- P. If a grievance involved more than one (1) building, the Association may bypass Level One and proceed directly with the written grievance presented at Level Two.
- Q. If the Board disputes the arbitrability of the grievance, the arbitrator shall be requested to first rule on the arbitrability of the grievance and if he rules that it is not arbitrable, the grievance will be terminated.

ARTICLE SEVENTEEN

INSTRUCTIONAL COUNCIL

- A. There is established an Instructional Council composed of twelve (12) members, six (6) of whom shall be selected by the Association. The council shall also include the Superintendent and the two (2) Principals, and three (3) citizens who shall be appointed by the Board.
- B. The Instructional Council shall meet bi-monthly. The first meeting shall be held by October 31, on a mutually acceptable date. This meeting shall be arranged by the Association. A calendar for subsequent meetings will be established at the first meeting.
- C. Any recommendations from the Instructional Council shall become part of the agenda of the next regularly scheduled Board meeting.
- D. The chairperson shall be selected by the appointed members of the Instructional Council and shall retain his/her vote.

ARTICLE EIGHTEEN

NEGOTIATION PROCEDURES

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

subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, unless new laws or court decisions require it.

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

ARTICLE NINETEEN

MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract shall be expressly made subject to and consistent with the terms of this Agreement.
- C. The Board shall provide as soon as possible after ratification by both parties, a copy of the Master Agreement for each teacher. Additional copies needed by the Association will be paid for by the Association.
- D. If any provision of this Agreement shall be found contrary to laws of the United States of America and/or the State of Michigan, that provision shall be considered void.

- E. All teachers covered under this Agreement who participated in the production of tapes, publication, or other produced educational material shall retain residual rights should they be copy written or sold by the District.

ARTICLE TWENTY

COMPENSATION

- A. Teachers may be given up to seven (7) years credit, not retroactive, on the Salary Schedule for full years of outside teaching experience in any school district accredited by a recognized accrediting agency.
- B. The teachers may select a twenty (20) or twenty-six (26) pay schedule but may not change after selection is made.
- C. One-seventh ($1/7$) of salary shall be provided for an extra class taught by a teacher during a conference period for the school year. Twelve (12) dollars (\$12.00) shall be paid to teachers teaching a class for one class period due to class not meeting. Teaching an extra class will be on a voluntary basis as much as possible except in cases of emergency. No teachers are to be used as relief or substitute teachers as part of their regular responsibilities unless the teacher agrees with such an assignment.
- D. Teachers, when required to drive their automobile in the discharge of their duties, or when requested to do so by the appropriate supervisor, shall be reimbursed for the actual miles driven according to the formula below:

21 cents/mile - when gas is 115.9 cents/gallon but less than
125.9 cents/gallon.

22 cents/mile - when gas is 125.9 cents/gallon but less than 135.9 cents/gallon.

23 cents/mile - when gas is 135.9 cents/gallon but less than 145.9 cents/gallon.

This formula will progress or regress at the rate of one (1) cents/mile reimbursement for each ten (10) cents/gallon increase or decrease in the price of lead-free gasoline above 145.9 cents/gallon or below 115.9 cents/gallon at the Quality Dairy service station located on M-21 in Fowler.

- E. Teachers requesting pay for additional hours beyond the Bachelor Degree (B.A. + 20 semester hours) must submit proof of additional hours or Master Degree prior to September 30 of the school year in order to receive additional compensation.
- F. The district shall mail paychecks to teachers prior to pay days which fall during holiday periods and during the summer months. Checks will not be available at the schools.

ARTICLE TWENTY-ONE

FRINGE BENEFITS

- A. The Board of Education agrees to provide and maintain without cost to the bargaining unit member for a full twelve (12) month period for the teacher and her/his entire family and any other eligible dependents, the following health care benefits:
 - 1. MESSA, Super Med II, or Blue Cross/Blue Shield, Master Medical, the choice shall be at the sole discretion of the teacher, but only up to the current full BC/BS rates. The Board agrees to pay any increased costs of Blue Cross/Blue Shield insurance rates

during the existence of this contract.

2. SET Dental Insurance, the incentive plan with the orthodontic rider which is not to be less than \$1000.00.
 3. A \$10,000, AD & D Life Insurance policy for each teacher.
 4. Long-term disability insurance which will provide for disability pay at sixty-six (66) two-thirds ($2/3$) of the monthly pay, after a ninety (90) calendar day waiting period.
 5. MESSA Vision Service Plan - 3 (V.S.P.)
- B. For those not selecting MESSA, Super Med II or Blue Cross/Blue Shield, Master Medical, the Board shall pay an amount equal to the single subscriber rate of Blue Cross health insurance toward any of the Tax Deferred Annuities mutually agreed upon by the Board and the Association. Upon the unit member's written request, the Board agrees to reinstate the teacher back into the MESSA health insurance (or other authorized carrier of health insurance) program, at the Blue Cross/Blue Shield rate during the next open enrollment period.
- C. The Board's insurance contribution shall begin in September of each year and continue for twelve (12) full months.
- D. Within thirty (30) days of the opening of each school year, the Board shall notify each teacher of the insurance coverage being provided by the school district for that teacher. This notification must be done in writing no later than the thirtieth (30th) day of September of each year, or a meeting will be held with the representatives of the various insurance carriers.
- E. Any teacher having a change in marital, family, and/or dependency status shall make the proper amendments to her/his coverage through the business office within thirty (30) working days of the time that a

change in status occurs or from the time of receiving notice of coverage from the district. Provisions of the insurance carrier shall be in effect if their policies differ from this paragraph.

- F. Regularly employed part-time teachers shall receive prorated subsidies that they may apply toward the purchase of insurance coverage that all other teachers are entitled to. (Example: a teacher teaching two (2) class periods a day would be entitled to a two-sevenths (2/7) of the premium for each benefit.) If the teacher elects not to purchase the health insurance coverage, he/she may elect to have a prorated subsidy of the annuity as described in paragraph B.

ARTICLE TWENTY-TWO

VOLUNTARY LEAVE OF ABSENCE

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

ARTICLE TWENTY-THREE

JOB SHARING

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

assignment, the more senior teacher shall retain incumbent building rights and the junior teacher shall be considered displaced.

4. The junior teacher shall have the right to displace the teacher with the least district wide seniority provided she/he has the necessary certification.
 5. Should the junior teacher not possess the necessary seniority and certification to affect paragraph four (4) above, she/he shall have the option of creating another job sharing assignment or be subject to layoff.
- C. Job sharing situations shall be arranged by the teachers involved and presented to the District and the Association prior to May 1 annually.
- D. In order to establish a shared job assignment, the involved teacher shall:
1. Submit a proposed schedule of work time and designate the responsibility of each class, i.e.: mornings and afternoons, first semester, second semester, class hours at the secondary level, etc.
 2. Provide a brief description of how the teaching responsibilities are to be shared.
 3. Provide a brief description of the process to be used in communicating with the immediate supervisor, i.e., attendance records, meetings, parent conferences, etc.
 4. Provide a brief description of how the job sharing arrangement would be introduced to the parents and the students to inform them about consistent classroom procedures, expectations, and discipline.

5. The Superintendent shall have final approval of these plans and reserves the right to make necessary changes based on District needs.
- E. Teachers in a shared job assignment shall accrue seniority and salary schedule credit as if employed full-time.
- F. Teachers in a share job assignment receive the pro rata share of salary which reflects the fraction of time the position is shared and as provided in this agreement, Appendix Two. The teacher shall also receive prorated fringe benefit as provided in Article Twenty-One.
- G. Employment in a job sharing position is subject to the terms and conditions outlined in this Article and the Master Agreement negotiated by the Board and the Association.
- H. The teachers involved in the job sharing role shall, whenever possible, be available to substitute for their job sharing partner in the event of the absence of that partner. The teacher substituting shall be paid at the regular substitute teacher rate, but the teacher does have the right to refuse.
- I. The teachers involved in the job sharing position will attend staff meetings, and inservices on a prorated basis. Teachers in the job sharing position shall attend the regularly scheduled annual parent-teacher conferences.

ARTICLE TWENTY-FOUR

SEVERANCE INCENTIVE

- A. A Severance Incentive Program shall be offered to the members of the bargaining unit who have fifteen (15) or more years of professional service with the Fowler Public Schools at the time of termination of employment. Time on layoff, on approved leave, or substituting shall not count toward accrued service time.

- B. This incentive will be available only to those members currently employed by and eligible to remain in employment with the Fowler Public Schools.
- C. The severance incentive will be in the amount of \$3000 payable during the first year following termination, \$4000 payable during the second year following termination and \$3000 payable during the third year following termination.
- D. The severance incentive will be available at any time provided the member gives ninety (90) days written notice.
- E. The Board shall provide all fringe benefits to which the teacher was normally entitled for three (3) months after the termination date.
- F. If the Board subsequently employs the teacher as a substitute, it shall be at the regular rate of substitute pay.
- G. Prior to the teacher's termination date, the Board and the teacher shall determine a mutually agreeable payment schedule. If agreement on a payment schedule is not reached, payments will be made in equal quarterly installments, beginning within ninety (90) days of the termination date.
- H. This Article shall terminate on the expiration date of this contract unless renegotiated by both parties.

ARTICLE TWENTY-FIVE

ANNEXATION/CONSOLIDATION

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

Upon request by the Association, the Board will meet with the Association to

discuss the plans, and to receive input from the Association. Areas of discussion shall include, but not be limited to: tenure, seniority, wage scale, placement, transfers, and employment by the successor Board. The Board will make reasonable efforts to assure the continued employment of all Fowler teachers.

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

ARTICLE TWENTY-SIX

DURATION

A. All articles of this Agreement shall be effective September 1, 1987 through August 31, 1990. This agreement shall expire on this date and may be extended by mutual consent in writing by both parties.

FOWLER PUBLIC SCHOOLS
BOARD OF EDUCATION

INGHAM CLINTON
EDUCATION ASSOCIATION

BY _____
President

BY _____
Chairperson - ICEA

BY _____
Vice-President

BY _____
President -
Fowler Education Association

By _____
Secretary

Date _____

By _____
Treasurer

Date _____

APPENDIX ONE

SALARY SCHEDULES 1987-88
(hired 1986-87 or before)

Step	BA	BA + 20	MA
2	17,232	17,638	18,207
3	18,207	18,613	19,182
4	19,182	19,589	20,158
5	20,158	20,645	21,295
6	21,295	21,783	22,352
7	22,352	22,840	23,490
8	23,490	23,978	24,628
9	24,628	25,034	25,685
10	25,685	26,172	26,660
11	27,635	28,391	29,155

(Hired beginning 1987-88 School Year)

1	17,232	17,638	18,207
2	18,207	18,613	19,182
3	19,182	19,589	20,158
4	20,158	20,645	21,295
5	21,295	21,783	22,352
6	22,352	22,840	23,490
7		23,978	24,628
8		25,034	25,685
9			26,660
10			29,155

Longevity: (all teachers)

After 13 years of service with the Fowler Public Schools, teachers will receive an additional 3.0% of the pay for the maximum step of the appropriate track of the salary schedule.

After 16 years of service with the Fowler Public Schools, teachers will receive an additional 5.0% of the pay for the maximum step of the appropriate track of the salary schedule.

After 19 years of service with the Fowler Public Schools, teachers will receive an additional 7.5% of the pay for the maximum step of the appropriate track of the salary schedule.

APPENDIX TWO

SALARY SCHEDULE 1988-89
(Hired 1986-87 or before)

Step	BA	BA+20	MA
3	19,117	19,544	20,141
4	20,141	20,568	21,166
5	21,166	21,677	22,360
6	22,360	22,872	23,470
7	23,470	23,982	24,665
8	24,665	25,177	25,859
9	25,859	26,286	26,969
10	26,969	27,481	27,993
11	29,017	30,095	31,196

(Hired beginning 1987-88 school year or later)

1	18,094	18,520	19,117
2	19,117	19,544	20,141
3	20,141	20,568	21,166
4	21,166	21,677	22,360
5	22,360	22,872	23,470
6	23,470	23,982	24,665
7		25,177	25,859
8		26,286	26,969
9			27,993
10			31,196

Longevity: (all teachers)

After 13 years of service with the Fowler Public Schools, teachers will receive an additional 3.0% of the pay for the maximum step of the appropriate track of the salary schedule.

After 16 years of service with the Fowler Public Schools, teachers will receive an additional 5.0% of the pay for the maximum step of the appropriate track of the salary schedule.

After 19 years of service with the Fowler Public Schools, teachers will receive an additional 7.5% of the pay for the maximum step of the appropriate track of the salary schedule.

APPENDIX THREE

**SALARY SCHEDULE 1989-90
(Hired 1986-87 or before)**

Step	BA	BA+20	MA
4	21,148	21,596	22,224
5	22,224	22,761	23,478
6	23,478	24,016	24,644
7	24,644	25,181	25,898
8	25,898	26,436	27,152
9	27,152	27,600	28,317
10	28,317	28,855	29,393
11	30,468	31,900	33,380

(Hired beginning 1987-88 school year or later)

1	19,000	19,446	20,073
2	20,073	20,521	21,148
3	21,148	21,596	22,224
4	22,224	22,761	23,478
5	23,478	24,016	24,644
6	24,644	25,181	25,898
7		26,436	27,152
8		27,600	28,317
9			29,393
10			33,380

Longevity: (all teachers)

After 13 years of service with the Fowler Public Schools, teachers will receive an additional 3.0% of the pay for the maximum step of the appropriate track of the salary schedule.

After 16 years of service with the Fowler Public Schools, teachers will receive an additional 5.0% of the pay for the maximum step of the appropriate track of the salary schedule.

After 19 years of service with the Fowler Public Schools, teachers will receive an additional 7.5% of the pay for the maximum step of the appropriate track of the salary schedule.

APPENDIX FOUR

EXTRA-CURRICULAR ACTIVITIES

Band Instructor	9%	Head Basketball	10.5%
Summer Band	\$1,200	J.V. Basketball	8%
Vocal Instructor	2%	Freshman Basketball	4.5%
High School Yearbook	5.5%	8th Grade Basketball	3.5%
Middle School Classbook	3%	7th Grade Basketball	3.5%
VICA	2.5%	Varsity Baseball/Softball	7.5%
Class Advisor		Head Track	7.5%
Senior (two)	4% +	Asst. Track	5%
\$100 for trip if taken		Golf	5%
Junior (two)	3.5%	Varsity Volleyball	7%
Sophomore (one)	2.5%	J.V. Volleyball	4%
Freshman (one)	2%	Cross Country	5%
Play Director (per play)	3%		
Sports		Cheerleading	
Head Football	10.5%	H.S. Boys Sports	4%
Asst. Varsity Football	8%	H.S. Girls Sports	2%
Head J.V. Football	8%	J.H. Sports	2%
Asst. J.V. Football	6%	Adult Education	\$10./hr.
		Driver Education	\$12./hr.

- A. These percentages apply to the appropriate track of the salary schedule (determined by the person's placement as a teacher) and the years experience in the sport or activity.
- B. In the event that no one in the bargaining unit applies for an extra-duty position in any year, the Board may hire a person from outside of the bargaining unit. Personnel hired from outside of the bargaining unit for extra duty positions will be excluded from the unit. However, the Association shall be informed of each person hired from outside of the unit, the position for which he/she is hired and any salary deviation from the negotiated extra duty salary schedule.

APPENDIX FIVE

FOWLER PUBLIC SCHOOLS 1987-88 CALENDAR

Monday, August 31	Teachers Report
Tuesday, September 1	Students' first day (full day)
Friday, September 4 Monday, September 7	Labor Day Recess
Tuesday, September 8	Classes resume
Monday, October 26	County-wide inservice 12:30 - 3:30. Students dismissed at 11:00.
Friday, November 6	End of first marking period. 1/2 day for students --dismissed at 12:30. Lunch served.
Thursday, November 12	Parent-Teacher Conferences: 1/2 day for students. Students dismissed at 11:30. Conferences 12:30 - 3:00 and 4:30 - 8:00
Friday, November 13	Parent-Teacher Conferences: Students dismissed at 11:00. Conferences 12:30 - 3:00.
Thursday, November 26 and Friday, November 27	Thanksgiving Recess
Monday, November 30	Classes Resume
Friday, December 18	Christmas Recess begins at 3:20 p.m.
Monday, January 4	Classes Resume
Friday, January 22	End of first semester--1/2 day for students. Students dismissed at 12:30. Lunch served.
Friday, February 19 and Monday, February 22	Mid-winter break. No school unless needed for snow day make-up.
Friday, March 25	End of third marking period. Report cards due in office on Tuesday, March 29 at 3:30 p.m. Students dismissed at 12:30 p.m. Parent conferences as needed Lunch served.
Friday, April 1	No school. Beginning of spring vacation.
Monday, April 11	Classes resume
Monday, May 30	Memorial Day --No school
Thursday, June 9	Last day of school. Students dismissed at 11:30.

Additional days will be added after June 9, 1988 as needed for snow day make-up.

1988-89 CALENDAR

To be mutually agreed upon by April 15, 1988.

1989-90 CALENDAR

To be mutually agreed upon by April 14, 1989.