

Board's Global Financial Proposal #9

October 7, 2024

Negotiations between

FOWLERVILLE COMMUNITY SCHOOLS

AND

FOWLERVILLE
EDUCATION ASSOCIATION
MEA/NEA

The Board of Education reserves the right to make additional proposals impacting finances, as well as the right to alter or modify or retract any of the proposals contained herein due to changing economic conditions and other legitimate bases. Nothing contained in this proposal shall be considered a waiver of the Board's statutory rights with respect to such matters under the Public Employment Relations Act ("PERA"). This proposal is made on the basis of present and anticipated fiscal and operating conditions. The Board of Education reserves the right to amend, modify or withdraw any aspect or component of this proposal based on changes in those conditions or in response to any future statutory enactments that pertain to any of the matters addressed herein.

Nothing in this proposal should be regarded as indicating that the Board of Education proposes or otherwise intends to continue any provisions of the Master Agreement, or a future letter of understanding, which pertain to prohibited subjects of bargaining in any Memorandum of Understanding, to the extent that such provisions pertain to prohibited subjects of bargaining. Further, the Fowlerville Education Association MEA/NEA is hereby also notified that the Board of Education will not enter into or execute any Memorandum of Understanding which contains provisions embodying or pertaining to any prohibited subject of bargaining, as are more particularly set forth in Section 15(3) of PERA.

*****The District reserves the right to add to or subtract from this Proposal.*****

- **FINANCIAL PROPOSAL FOR 2024/25 & 2025/26**

- **FCS accepts the FEA's 9.25.24 Financial Proposal in exchange for the FEA's acceptance of:**

- 1) FCS's proposed tie-barred language proposals #1-3 provided below;
- 2) FCS's 9.30.24 Language Proposal #4; and
- 3) FCS's financial and tie-barred language proposals from its 9.17.24 Financial Proposal #8 not otherwise addressed below, which includes:
 - a) Financial Proposal for 2024/25 #3-9; and
 - b) 2024/25 and 2025/26 Financial Proposal Tie-Barred Proposals #2-4.

- **2024/2025 & 2025/2026 FINANCIAL PROPOSAL TIE-BARRED PROPOSALS**

1. The Parties agree that Article IV, Section 10 of the Parties' current CBA shall be amended as follows:

*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. **Also, teachers filling critical shortage positions, as determined by the Board, may be placed up to five (5) steps above the step that is commensurate with their previous years of teaching experience (if any).** If a teacher in a critical shortage position is hired above Step 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.*

Teachers hired after July 1, 2024, who complete an entire school year are eligible for a two thousand dollar (\$2,000) retention bonus to be paid at the teacher's first pay period in October of the school year after their hire date so long as they are still employed by the District at the time of payment. For example, a teacher hired on July 25, 2024 would be eligible for the retention bonus payment at their first pay period in October 2025. Teachers hired mid-school year are eligible for the retention bonus after their one year anniversary date of hire and will be paid at the teacher's first pay period following their anniversary date of hire so long as they are still employed by the District at the time of payment.

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2. Special Education Accommodation Logs

- To ensure proper time to complete the required special education accommodation logs, the District will:
 - 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;**
 - agree to the Association's 6.20.24 Appendix C, Section 1 proposal language that would ensure 55 minutes of daily preparation time for elementary teachers;
 - **ensure that the accommodation logs will be pre-loaded with data; and**
 - **furnish the necessary teachers with an updated log when there are schedule changes and/or when an IEP is implemented.**

3. The Parties agree that Article IX, Section 15(a) shall be amended as follows:

- (a) *In order for a class to be included in the final master schedule, 50% of the contract maximum size is required for classes, **except for classes that are (1) intended to provide advanced learning opportunities, (2) launch new programs, or (3) designed to address specific improvement goals of our students,** unless the parties mutually agree to an exception.*

Contract Amounts are Annual for full-time and full-year, not prorated to specific assignment. Also, contract amounts do not include the one-time payment of approximately \$1,225 to each teacher on step 12 as of 6.30.24 from section 27L - Educator Compensation funds.

Employee Name	Schedule	Step	FCS Proposal #9		
			2024-25 Current Annual Contract	2024-25 Annual Contract	2025-26 Annual Contract
ADAMS, BOBBIESUE M	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
ANDERSEN, GORDON P	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
ATKINSON, AMANDA A	BA	4	\$48,748.00	\$ 51,655.00	\$ 55,755.00
BALLELLI, SCOTT A	MA	7	\$59,693.00	\$ 62,937.00	\$ 75,763.00
BEEBE, BRENDAN R	BA	3	\$46,349.00	\$ 49,235.00	\$ 53,205.00
BIESZK, ELIZABETH A	MA	6	\$57,050.00	\$ 60,290.00	\$ 64,825.00
BISHAR, HEIDI L	BA	6	\$53,595.00	\$ 56,566.00	\$ 60,729.00
BOSS, KENDALL J	BA	3	\$46,349.00	\$ 49,235.00	\$ 53,205.00
BOWERS, HEIDI L	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
BOWLING, KATHLEEN M	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
BRIGHAM, CATHRYN R	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
BRIMHALL, LAUREN R	BA	6	\$53,595.00	\$ 56,566.00	\$ 60,729.00
BROWN, ADAM D	BA	12	\$75,560.00	\$ 79,399.00	\$ 81,781.00
BROWN, MORGAN E	BA	12	\$75,560.00	\$ 79,399.00	\$ 81,781.00
BURKE, MONICA L	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
BURT, MICHELE L	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
CAMPBELL, NICHOLAS C	BA	3	\$46,349.00	\$ 49,235.00	\$ 53,205.00
CARTER, MIKAYLA N	BA	2	\$43,945.00	\$ 46,812.00	\$ 50,713.00
COLLINS, DAVID A	BA	12	\$75,560.00	\$ 79,399.00	\$ 81,781.00
COPELAND, MATTHEW A	BA	12	\$75,560.00	\$ 79,399.00	\$ 81,781.00
DAMEROW, KENNETH J	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
DANIEL, JULIE L	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
DAY, ALYSSA A	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
DEAN, JESSICA C	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
DEHRING, JACQUELYN S	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
DELUCA, CARRIE L	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
DEVINE, MELISSA I	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
DILLINGHAM, TANYA M	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
DINKEL, KRISTYN L	MA+	11	\$78,646.00	\$ 82,610.00	\$ 88,525.00
DUNN, BARBARA A	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
EDROZO, HEATHER K	MA	6	\$57,050.00	\$ 60,290.00	\$ 64,825.00
EDWARDS, SHANNON M	MA	8	\$62,314.00	\$ 73,556.00	\$ 77,469.00
ERDMAN, ALDEN R	BA	12	\$75,560.00	\$ 79,399.00	\$ 81,781.00
ESCH, BROOKE A	BA	10	\$69,859.00	\$ 73,381.00	\$ 78,605.00
ESTRADA, ERIN L	MA	11	\$77,447.00	\$ 81,349.00	\$ 87,175.00
FARON, JESSICA T	BA	6	\$53,595.00	\$ 56,566.00	\$ 60,729.00
FAUCHER, KATHERINE E	MA	11	\$77,447.00	\$ 81,349.00	\$ 87,175.00
FEIG, LINDSAY F	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
FILLINGER, TARA A	BA	4.5	\$49,952.00	\$ 52,903.00	\$ 57,009.00
FREDERICK, EMELIA G	MA	4	\$51,822.00	\$ 51,655.00	\$ 55,755.00
FREEMAN, CHRISTINA L	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
FRITZ, ERIC C	BA	2	\$43,945.00	\$ 46,812.00	\$ 50,713.00
GAFFEY, SANDRA L	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
GERECKE, KIMBERLY M	BA	12	\$75,560.00	\$ 79,399.00	\$ 81,781.00
GILL, SANDRA E	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
GOOSSENS, ANDREA J	BA	9	\$68,323.00	\$ 70,558.00	\$ 75,582.00
GOULDING, CORIE E	BA	12	\$75,560.00	\$ 79,399.00	\$ 81,781.00
HACKETT, FREDERICK S	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
HANNA, MICHAEL J	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00

Contract Amounts are Annual for full-time and full-year, not prorated to specific assignment. Also, contract amounts do not include the one-time payment of approximately \$1,225 to each teacher on step 12 as of 6.30.24 from section 27L - Educator Compensation funds.

Employee Name	Schedule	Step	FCS Proposal #9		
			2024-25 Current Annual Contract	2024-25 Annual Contract	2025-26 Annual Contract
HARDENBROOK, JAMES M	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
HARDENBROOK, MICHELLE L	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
HARPER, STEPHANIE L	MA+	8	\$63,299.00	\$ 74,697.00	\$ 78,670.00
HART, ANDREA E	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
HARTKE, HEATHER L	MA	7	\$59,693.00	\$ 62,937.00	\$ 75,763.00
HOOD, DANIELLE R	BA	8	\$58,376.00	\$ 69,006.00	\$ 72,674.00
HOWE, VANESSA L	MA	11	\$77,447.00	\$ 81,349.00	\$ 87,175.00
HUFFMAN, JADE M	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
HUNT, KAREN L	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
IANNARELLI, ALEXA G	BA	3	\$46,349.00	\$ 49,235.00	\$ 53,205.00
JARVIS, AMY J	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
JOHNSON, JENNIFER L	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
JOLIN, JONATHAN C	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
JONAS, AMY M	BA	12	\$75,560.00	\$ 79,399.00	\$ 81,781.00
JONAS, JAMES K	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
KETRON, ALAYNA D	BA	2	\$43,945.00	\$ 46,812.00	\$ 50,713.00
KIME, ELIZABETH C	BA	2	\$43,945.00	\$ 46,812.00	\$ 50,713.00
KING, PATRICIA M	BA	10	\$69,859.00	\$ 73,381.00	\$ 78,605.00
KRYGIER, ANTHONY M	BA	8	\$58,376.00	\$ 69,006.00	\$ 72,674.00
KULAS, BETSY M	MA	8	\$62,314.00	\$ 73,556.00	\$ 77,469.00
LADUKE, SCOTT R	BA	12	\$75,560.00	\$ 79,399.00	\$ 81,781.00
LAESCH, SHANNON M	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
LANCE, AMBER M	BA	3	\$46,349.00	\$ 49,235.00	\$ 53,205.00
LAPLANTE, EMILY A	BA	12	\$75,560.00	\$ 79,399.00	\$ 81,781.00
LARMEE, ELIZABETH M	BA	1	\$41,539.00	\$ 44,384.00	\$ 48,217.00
LARSON-SMITH, CARLA R	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
LAWSON, ANGELA M	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
LEMKE, AMY S	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
LYCOS, NICHOLAS W	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
LYNCH, BRYAN J	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
MANGAN, MARIAM	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
MARK, RACHEL A	BA	1	\$41,539.00	\$ 44,384.00	\$ 48,217.00
MARTIN, ABAGAE L V	MA	5	\$54,444.00	\$ 57,621.00	\$ 62,099.00
MARTIN, EVAN R	BA	7	\$56,006.00	\$ 58,960.00	\$ 71,076.00
MAURER, AMY L	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
MCDONALD MENGYAN, JESSICA L	BA	2	\$43,945.00	\$ 46,812.00	\$ 50,713.00
MCGUIRE, RILEY A	BA	4	\$48,748.00	\$ 51,655.00	\$ 55,755.00
MCGUIRE, SHANNON J	BA	12	\$75,560.00	\$ 79,399.00	\$ 81,781.00
MERCER, ANDREA J	BA	12	\$75,560.00	\$ 79,399.00	\$ 81,781.00
MESSNER, SHAWN	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
MILLER, JENNIFER L	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
MILLER, KELLI	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
MILLS, AMELIA A	BA	2	\$43,945.00	\$ 46,812.00	\$ 50,713.00
MONTOYA, TONYA N	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
MONTRIEF, HOLLI M	BA	9	\$68,323.00	\$ 70,558.00	\$ 75,582.00
MOREHEAD, HALBERT D	BA	12	\$75,560.00	\$ 79,399.00	\$ 81,781.00
MOULTON, MOLLY C	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
MUCK, TRACY L	MA	3.5	\$50,512.00	\$ 53,662.00	\$ 58,001.00
NABOZNY, DAWN D	BA	12	\$75,560.00	\$ 79,399.00	\$ 81,781.00

Contract Amounts are Annual for full-time and full-year, not prorated to specific assignment. Also, contract amounts do not include the one-time payment of approximately \$1,225 to each teacher on step 12 as of 6.30.24 from section 27L - Educator Compensation funds.

Employee Name	Schedule	Step	FCS Proposal #9		
			2024-25 Current Annual Contract	2024-25 Annual Contract	2025-26 Annual Contract
OBRIEN, MARGARET L	MA+	7	\$60,610.00	\$ 63,932.00	\$ 76,937.00
OCONNELL III, RICHARD L	BA	7	\$56,006.00	\$ 58,960.00	\$ 71,076.00
OLSON, KARRISSA G	BA	8	\$58,376.00	\$ 69,006.00	\$ 72,674.00
ORDING, ELIZABETH J	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
OSBORNE, LORRIE R	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
OZAR, TAMARA J	BA	12	\$75,560.00	\$ 79,399.00	\$ 81,781.00
PHILLIPS, ALYSSA K	BA	8	\$58,376.00	\$ 69,006.00	\$ 72,674.00
PIERCE, BROOKE N	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
PIPER, BARBARA B	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
POPRAWA, NICOLETTE I	MA	6	\$57,050.00	\$ 60,290.00	\$ 64,825.00
QUIGLEY, EMILY R	BA	2	\$43,945.00	\$ 46,812.00	\$ 50,713.00
RAGINIA, KIMBERLEY A	MA	6	\$57,050.00	\$ 60,290.00	\$ 64,825.00
RANDOLPH, REBECCA S	BA	11	\$72,654.00	\$ 76,316.00	\$ 81,781.00
REFIOR, CURTIS E	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
RICCIO, LAUREN M	MA+	10	\$75,622.00	\$ 79,432.00	\$ 85,088.00
RICKENS, AARON W	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
ROBINSON, MARISSA L	MA	3	\$49,195.00	\$ 52,340.00	\$ 53,205.00
ROZANSKI, NICOLE F	BA	4	\$48,748.00	\$ 51,655.00	\$ 55,755.00
SHRADER, BRET S	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
SIEJA, MARLEE A	BA	2	\$43,945.00	\$ 46,812.00	\$ 50,713.00
SINKE, BARBARA J	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
SMITH, AMANDA L	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
SMITH, JENNIFER R	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
SORENSEN, REBECCA A	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
SPERRY, JASON L	MA	11	\$77,447.00	\$ 81,349.00	\$ 87,175.00
SPISZ, MICHELLE L	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
SUTKA, COURTNEY Q	BA	7	\$56,006.00	\$ 58,960.00	\$ 71,076.00
SWEET, KRYSTAL A	MA	11	\$77,447.00	\$ 81,349.00	\$ 87,175.00
THOMAS, JILL	BA	12	\$75,560.00	\$ 79,399.00	\$ 81,781.00
TOMASSI, AMANDA S	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
ULRICH IV, WILLIAM J	BA	8	\$58,376.00	\$ 69,006.00	\$ 72,674.00
VANHORN, GERALD W	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
VANHORN, NANCY R	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
VLIEK, WILLIAM A	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
VOLZ, KAREN	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
WALLACE, SHELBY L	BA	7	\$56,006.00	\$ 58,960.00	\$ 71,076.00
WALSH, HEIDI R	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00
WALTER, KARA L	BA	5	\$51,144.00	\$ 54,131.00	\$ 58,263.00
WELCHNER, KURTIS J	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
WILLARD, JULIE M	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
WOODWARD, TAMMY	MA	12	\$80,544.00	\$ 84,636.00	\$ 87,175.00
ZEMPER, ALICIA A	MA+	12	\$81,792.00	\$ 85,947.00	\$ 88,525.00

Board's Global Financial Proposal #8

September 17, 2024

Negotiations between

FOWLERVILLE COMMUNITY SCHOOLS

AND

FOWLERVILLE
EDUCATION ASSOCIATION
MEA/NEA

The Board of Education reserves the right to make additional proposals impacting finances, as well as the right to alter or modify or retract any of the proposals contained herein due to changing economic conditions and other legitimate bases. Nothing contained in this proposal shall be considered a waiver of the Board's statutory rights with respect to such matters under the Public Employment Relations Act ("PERA"). This proposal is made on the basis of present and anticipated fiscal and operating conditions. The Board of Education reserves the right to amend, modify or withdraw any aspect or component of this proposal based on changes in those conditions or in response to any future statutory enactments that pertain to any of the matters addressed herein.

Nothing in this proposal should be regarded as indicating that the Board of Education proposes or otherwise intends to continue any provisions of the Master Agreement, or a future letter of understanding, which pertain to prohibited subjects of bargaining in any Memorandum of Understanding, to the extent that such provisions pertain to prohibited subjects of bargaining. Further, the Fowlerville Education Association MEA/NEA is hereby also notified that the Board of Education will not enter into or execute any Memorandum of Understanding which contains provisions embodying or pertaining to any prohibited subject of bargaining, as are more particularly set forth in Section 15(3) of PERA.

The District reserves the right to add to or subtract from this Proposal.

- **TERM:** 2 years
- **FINANCIAL PROPOSAL FOR 2024/25**
 1. Steps and lanes for eligible Association employees.
 2. 2024-25 Salary Scale increases by 0.5% from 2023-24 Salary Schedule for Steps 1-9.5 and increases by 2.5% from 2023-24 Salary Schedule for Steps 10-12. Additionally, \$3,000 will be added to each Step 1 through 7.5 and \$6,000 to step 8 and 8.5 and **\$1,250** will be added to steps 10-12 after applying the percentage increase to the Salary Schedule.

3. Any Association employee not at Step 12 of the Salary Schedule due to step freezes circa 2012-2016 will be placed on their correct Step up to Step 12 of the Salary Schedule for the 2024-25 school year. Upon ratification of the contract, the District will compile a list of any Association employees that were affected by the step freeze (circa 2012-2016). The District will provide the list to the Association and the Association will verify the list. Affected teachers will then be contacted by the District. Any teacher who believes they are impacted by this language has until December 1, 2024 to contact Human Resources.

For example: An Association employee hired in 2012 at Step 1 who, due to step freezes, is scheduled to be on Step 9 of the 2024-25 Salary Schedule would be placed on Step 12 of the Salary Schedule for the 2024-25 school year.

4. The Parties agree to the following Appendix B, Activity Salaries additions and modifications:

- a) The parties agree to add the following to Schedule B, Activity Salaries:

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

- b) Modify #14 - Play Director (Per Play) to 6%

5. The Parties agree to modify #1 under Schedule B Athletics – “Junior High School Athletic Director” to “(2) Game Managers” @ 10%

6. The Parties agree to add Appendix B-1 “High School FFA Advisor Salary” to the CBA, which will state:

a) In addition to the basic teacher salary as provided in Appendix A, the FFA Advisor position shall be paid between 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.

The District reserves the right to add to or subtract from this Proposal.

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 (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.

7. A one-time, off-schedule payment will be granted in October 2024 by the Superintendent to all active Association employees who are on Step 12 of the Salary Schedule of the current CBA as of June 30, 2024, and remain actively employed with the District at the time of payment. This payment will be calculated using 100% of the Section 27L Education Compensation funds available according to the June 2024 State Aid Report.
8. High School Robotics Advisor added to Schedule B @ 8%.
9. Archery Coach added to Schedule B @ 8% and 3 Assistant Coaches added @ 2% (6% total).

● **FINANCIAL PROPOSAL FOR 2025/26**

1. Steps and lanes for eligible Association employees.
2. 2025-26 Salary Scale increases by **1%** from 2024-25 Salary Schedule.
3. **Trigger:** If the Foundational Revenue (calculated as blended student enrollment multiplied by the state pupil foundation) for the 2025-26 school year exceeds the Foundational Revenue received in 2024-25 by \$300,000 or more, then \$300,000 will be subtracted from the additional revenue and 40% of the remaining amount will be distributed among all active Association employees as of December 15, 2025. The 40% is based on Association member salary only. This amount will be divided by the overall cost of one percent of the group to equate to a percentage (rounded to the nearest hundredth) to be applied to the 2025/2026 Schedule A Salary Schedule. This calculation will be done in January 2026 and the corresponding increase will be applied retroactively to the beginning of the 2025-26 school year. The retroactive increase will be spread over the remaining pays for the school year. Additionally, the 2025-26 Salary Schedule will be updated to reflect this percentage increase.

For example:

- 2024/25 Blended student count of 2505 x \$9608 Foundation Allowance = \$24,068,040
- 2025/26 Blended student count of 2500 x \$9848 Foundation Allowance = \$24,620,000
- Difference is \$551,960 - \$300,000 = \$251,960
- 40% of additional revenue is \$100,784
- \$100,784/ by the overall cost of the group as of 12/15/25
 - \$70,000 is ~1/2% (one-half percent) on the 2025/26 Salary Scale

The District reserves the right to add to or subtract from this Proposal.

4. If a one-time Michigan Public School Employees' Retirement System (MPERS) cost offset is appropriated in the fiscal year (FY) 2025-26 School Aid Fund budget to reimburse districts, as it was with the adopted final School Aid Fund budget for FY 2024-25, a wage reopener will be initiated for the Appendix A-1 Salary Schedule for the 2025-26 school year. This wage reopener will override the trigger specified in #3. The 1% salary scale increase described in #2 is guaranteed as a minimum, and any additional percentage increase negotiated through the wage reopener will be added on top of this 1%.
5. Should there be a combination of an increase in District Foundational Revenue described in #3 and a one-time MPERS cost offset is appropriated in the FY 2025-26 School Aid Fund budget to reimburse districts described in #4, the wage reopener outlined in #4 will control and override the trigger specified in #3.

● **2024/2025 AND 2025/2026 FINANCIAL PROPOSAL TIE-BARRED PROPOSALS**

1. The Parties agree that Article IV, Section 10 of the Parties' current CBA shall be amended as follows:

*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. **Also, teachers filling critical shortage positions, as determined by the Board, may be placed at any step above the step that is commensurate with their previous years of teaching experience (if any). Teachers placed on any step above the step that is commensurate with their previous years of teaching experience are ineligible to advance along the step schedule until the year after their initial step placement and their years of teaching experience are equivalent. Teachers ineligible to advance steps as described above would be paid two thousand dollars (\$2,000) as a recruitment bonus to be paid at the employee's first pay period after hire and would also be eligible for a two thousand dollars (\$2,000) retention bonus to be paid at the employee's first pay period in June of the year after their initial step placement and their years of teaching experience are equivalent. If a teacher in a critical shortage position is hired above Step 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.***

2. The Parties agree that Article IV, Section 3 shall be amended as follows:

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-*

The District reserves the right to add to or subtract from this Proposal.

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 serve 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.*

3. The Parties agree that Article IX, Section 3a shall be amended as follows:

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

4. The Parties agree to the removal of the following from the current CBA:

- Article IV, Section 13a – amended and moved to Article IV, Section 3(b)
- Removal of Article IX, Sections 12 and 13
 - Article IX, Section 12 – Paragraphs 2 & 3 language remains, can delete Paragraphs 1 & 4
 - Article IX, Section 13 – Eliminate Paragraph 1; List Department Chairs /Grade Level Chairs in Schedule B – provide list

5. **Special Education Accommodation Logs**

- To ensure proper time to complete the required special education accommodation logs, the District will eliminate the requirement for teachers to submit lesson plans to building principals, with the exception for formal observations, and agree to the Association's 6.20.24 Appendix C, Section 1 proposal language that would ensure 55 minutes of daily preparation time for elementary teachers.

Board's Language Proposal #4

September 30, 2024

Negotiations between

FOWLERVILLE COMMUNITY SCHOOLS

AND

FOWLERVILLE
EDUCATION ASSOCIATION
MEA/NEA

The Board of Education reserves the right to make additional proposals impacting finances, as well as the right to alter or modify or retract any of the proposals contained herein due to changing economic conditions and other legitimate bases. Nothing contained in this proposal shall be considered a waiver of the Board's statutory rights with respect to such matters under the Public Employment Relations Act ("PERA"). This proposal is made on the basis of present and anticipated fiscal and operating conditions. The Board of Education reserves the right to amend, modify or withdraw any aspect or component of this proposal based on changes in those conditions or in response to any future statutory enactments that pertain to any of the matters addressed herein.

Nothing in this proposal should be regarded as indicating that the Board of Education proposes or otherwise intends to continue any provisions of the Master Agreement, or a future letter of understanding, which pertain to prohibited subjects of bargaining in any Memorandum of Understanding, to the extent that such provisions pertain to prohibited subjects of bargaining. Further, the Fowlerville Education Association MEA/NEA is hereby also notified that the Board of Education will not enter into or execute any Memorandum of Understanding which contains provisions embodying or pertaining to any prohibited subject of bargaining, as are more particularly set forth in Section 15(3) of PERA.

Global Language Proposal Key:

Red = District Proposal Language & Changes from 3.13.24 & 4.30.24

Purple = District Proposal/Counter Language & Changes from 6.10.24

Orange = District Proposal/Counter Language & Changes from 9.10.24

Highlight = District Proposal/Counter Language & Changes for 9.30.24

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 and endorsements. Said seniority list shall be presented to the Association annually during the month of November for review. Corrections shall be brought to the attention of the administration within thirty (30) days thereafter.

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

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, or while serving the District in a non-bargaining unit capacity does not count as service time for Board-paid longevity.

Article ___
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. Oral warning
- b. Memorandum of concern
- c. Written reprimand
- d. Suspension, with or without pay
- e. Dismissal

Section 3: The District reserves the right to apply disciplinary measures consistent with the severity of the infraction, supported by a preponderance of the evidence.

Section 4: Teachers shall have full Weingarten Rights. Teachers, upon request or at the suggestion of the District administrator, shall have the right to Association representation during investigatory meetings or meetings that may potentially lead to discipline as well as any dispositions of reprimands or discipline. Bargaining unit members shall have the right to an Association representative of their choice; however, except by mutual agreement, the selection of a specific association representative shall not delay investigatory proceedings more than one (1) full work day from the date initially requested by administration.

Section 5: 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. If disciplinary action is taken and retained in the employee's personnel file, the employee may submit a rebuttal statement, as provided by law. Complaints not resulting in written discipline or suspension will not be placed in the employee's personnel file.

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, but not including, arbitration. Probationary teachers cannot grieve discipline.

Appendix ____

Decisions about placement, layoff/recall, and evaluation of a “teacher” under Revised School Code Section 1249, or who is assigned to students in any grades K to 12 as a teacher of record (“Classroom Teacher”) will be made as stated below. The parties agree that the procedures established in this Appendix constitute clear and transparent procedures as required under Revised School Code Section 1248.

1. ***Placement of Classroom Teachers.*** The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made. Consistent with Revised School Code Section 1248, Classroom Teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:
 - A. Staffing the curriculum with the most effective and qualified Classroom Teachers to instruct the applicable courses, grades, and school schedule.
 - B. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE’s Teacher Certification Code, MDE’s Rules for Special Education Programs and Services, and other applicable statutes and regulations.
 - C. Classroom Teacher placement decisions must be made based on effectiveness criteria established in Revised School Code Section 1249.
 - D. 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.
 - E. Classroom 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:
 - i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
 - ii. Credentials needed for District, school, or program accreditation;
 - iii. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the Classroom Teacher’s effectiveness in that assignment and is integrated into instruction;

- iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
 - v. Disciplinary record, if any;
 - vi. Length of service in a grade level(s) or subject area(s);
 - vii. Recency of relevant and comparable Classroom Teaching assignments;
 - viii. Previous effectiveness ratings;
 - ix. Punctuality and habitual use of unpaid days not protected by FMLA, ADA, or other state or federal law ~~Attendance and punctuality~~;
 - x. Positive or negative ~~R~~rapport with colleagues, parents, and students;
 - xi. Ability to withstand the strain of teaching as defined by law;
 - xii. Compliance with state and federal law; or
 - xiii. Other non-arbitrary or capricious reasons.
- F. Length of service may be considered as a tiebreaker if a Classroom Teacher placement decision involves 2 or more Classroom Teachers and all other factors distinguishing those Classroom 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) to determine any layoffs or recalls prior to November 1 of each school year.
- G. If a Classroom Teacher petitions for nullification of the teaching certificate or any endorsement, the Classroom Teacher must promptly provide written notice of that petition to the Superintendent's office.
- H. The Superintendent or designee has discretion to involuntarily transfer a Classroom Teacher into a position for which they are certified or qualified for a reason that is not arbitrary or capricious.
- I. 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 submit an email in writing to the Superintendent or designee for the position they would like to be considered for by March 15 of each contract year.
- J. The following Classroom Teachers are not eligible for voluntary transfer or change of placement to a new position upon the Classroom Teacher's request

or to fill a vacancy, unless the Superintendent or designee determines that the change of placement is in the best interest of the District: (1) Classroom Teachers placed on an individualized development plan in the 24 months before the change of placement or voluntary transfer request; (2) Classroom Teachers rated minimally effective, ineffective, developing, or needing support in their last three evaluations; (3) the Classroom Teacher's credentials, including endorsement or teaching certificate, or training is needed to fill a position that the District cannot otherwise fill; or (4) the Classroom Teacher has requested and received a change of placement or voluntary transfer in the previous five (5) school years.

2. *Layoff/Recall of Classroom Teachers.*

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

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

- B. Reduction in force and recall decisions must be made based on Classroom Teacher effectiveness criteria established in Revised School Code Section 1249 and this Appendix.
- C. Decisions about the reduction and recall of Classroom Teachers will be guided by the following criteria:
- i. Retaining the most effective Classroom Teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s). A probationary Classroom Teacher rated as "effective" (or highly effective) on the Classroom Teacher's most recent annual year-end performance evaluation is not subject to displacement by a tenured Classroom Teacher solely because the other Classroom Teacher is tenured under the Teachers' Tenure Act.
 - ii. Classroom Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The Classroom Teacher's certification, authorization, or approval status will be

determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations; and based on documentation on file with the Superintendent's office.

- iii. A Classroom Teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.
 - iv. If a Classroom Teacher petitions for nullification of the teaching certificate or any endorsement, the Classroom Teacher must promptly provide written notice of that petition to the Superintendent's office.
- D. In addition, Classroom 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:
- i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
 - ii. Credentials needed for District, school, or program accreditation;
 - iii. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the Classroom Teacher's effectiveness in that assignment and is integrated into instruction;
 - iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
 - v. Disciplinary record, if any;
 - vi. Length of service in a grade level(s) or subject area(s);
 - vii. Recency of relevant and comparable Classroom Teaching assignments;
 - viii. Previous effectiveness ratings;
 - ix. Punctuality and habitual use of unpaid days not protected by FMLA, ADA, or other state or federal law ~~Attendance and punctuality~~;

- x. Positive or negative Rapport with colleagues, parents, and students;
 - xi. Ability to withstand the strain of teaching as defined by law;
 - xii. Compliance with state and federal law; or
 - xiii. Other non-arbitrary or capricious reasons.
- E. Classroom Teachers must provide the District with current information and documentation supporting the Classroom Teacher's certification and qualifications.
- i. Reduction and recall decisions will be based on the Classroom Teacher's certification and qualifications in the District's records at the time of the decision.
 - ii. A laid off Classroom Teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
 - iii. Failure to maintain current contact information may negatively affect the Classroom Teacher's recall.
- F. Classroom Teacher reductions and recalls are by formal Board action.
- G. Before the Board authorizes a Classroom Teacher reduction, the Superintendent or designee will notify, in writing, the affected Classroom Teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.
- H. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected Classroom Teacher and Association.
- I. A Classroom Teacher's length of service with the District as a Classroom Teacher or tenure under the Teachers' Tenure Act will not be the sole factor in reduction in force and recall decisions.
- J. Classroom Teacher reduction in force decisions will be implemented by the following:
- i. If one (1) or more Classroom Teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those Classroom 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 Classroom Teacher(s) for

reduction in force will be based on the factors set forth in this Appendix.

- ii. Classroom 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 Appendix.
- iii. When a Classroom Teaching position is identified for reduction and there exists a concurrently vacant Classroom Teaching position for which the Classroom Teacher in the position to be reduced is both certified and qualified, and the Classroom Teacher has received an overall rating of at least effective on that Classroom Teacher's most recent year-end performance evaluation, that Classroom Teacher may be assigned to the vacant position consistent with this Appendix unless the Superintendent or designee determines that the District's educational interests are not furthered by that assignment.
- iv. If more than one (1) Classroom Teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant Classroom Teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Appendix, unless the Superintendent determines that the District's educational interests would not be furthered by that assignment.
- v. If the reduction or recall decision involves more than one (1) Classroom Teacher and all other factors distinguishing those Classroom Teachers from each other are equal, seniority (as established by the most recent seniority list for the bargaining unit to which the Classroom Teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.
- vi. At least 30 calendar days' notice of reduction in force will be provided to the Classroom Teacher and Association, absent extenuating circumstances.

K. Classroom Teacher Recall Process

- i. A Classroom Teacher is eligible for recall under this Appendix for ~~42~~ 18 months from the date the District implemented the reduction in force.
- ii. The Superintendent will first identify the academic level(s) or department(s) where a Classroom Teaching vacancy exists.

- iii. Before or in lieu of initiating the recall of a laid-off Classroom Teacher, the Superintendent may reassign Classroom Teachers to fill vacancies in accordance with this Appendix.
 - iv. After or in lieu of any reassignment of existing Classroom Teaching staff, the Superintendent may take either of the following actions to fill a vacancy:
 - a) Recall the laid-off Classroom Teacher who is certified and qualified for the vacancy, provided the Classroom Teacher was rated at least effective. If more than one (1) laid-off Classroom Teacher is certified and qualified for recall to a vacant Classroom Teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Appendix; or
 - b) Post the vacancy and consider all applicants if the Superintendent determines that the District's educational interests would be served and no Classroom Teacher on layoff meets the certification and qualification requirements of the position.
 - v. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled Classroom Teachers and will establish the time within which a Classroom Teacher must accept recall to preserve the Classroom Teacher's employment rights.
 - vi. A laid-off Classroom Teacher who is offered an interview for a vacancy and who fails to appear at that interview forfeits all rights to recall and continued employment.
 - vii. A laid-off Classroom 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.
3. ***Evaluation of Classroom Teachers.*** Classroom Teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:
- A. a year-end evaluation process that meets statutory standards;

- B. an evaluation tool that incorporates components required by law, including:
 - i. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249; and
 - ii. the Classroom Teacher's performance.
- C. an individualized development plan ("IDP") with performance goals developed by the evaluator in consultation with the Classroom Teacher and recommended training, coaching, professional development or resources designed to improve the Classroom Teacher's effectiveness for:
 - i. all probationary Classroom Teachers;
 - ii. Classroom Teachers rated developing, needs support; or
 - iii. at the evaluator's discretion when performance deficiencies are noted.
- D. classroom observations of at least 15 minutes each which include, at a minimum, a review of the Classroom 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 Classroom Teacher and the school administrator conducting the observation to discuss those items;
- E. a mid-year progress report, if required by law, which aligns with the Classroom Teacher's individualized development plan, includes specific performance goals developed by the evaluator in consultation with the Classroom Teacher and any recommended training, coaching, professional development, or resources identified by the evaluator;
- F. a year-end performance evaluation effectiveness rating, of effective, developing, or needing support;
- G. tenured Classroom Teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated biennially, but if the Classroom Teacher is not rated as effective on one of the biennial year-end evaluations, the Classroom Teacher must receive year-end evaluations. If a Classroom Teacher on the biennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the Classroom Teacher to annual evaluations;
- H. a mentor for Classroom Teachers rated developing or needing support or for Classroom Teachers as required by law;

- I. opportunity for a tenured Classroom Teacher rated needing support on a year-end evaluation to request a review consistent with Revised School Code Section 1249;
- J. a tool approved by MDE, a modified MDE tool, or a local evaluation tool if adopted in compliance with Revised School Code Section 1249 and corresponding regulations;
- K. website posting of required information for the evaluation tool;
- L. training on the evaluation tool for Classroom Teachers and evaluators as required by law.
- M. If a tenured Classroom Teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the Classroom Teacher shall be discharged consistent with due process. The District is not precluded from discharging a Classroom Teacher at other times as provided by the Teachers' Tenure Act.
- N. If a Classroom Teacher receives an unevaluated rating, the Classroom Teacher's rating from the school year immediately before the designation must be used for consecutive purposes.
- O. The Parties agree that Standards for Success and the Thoughtful Classroom rubric will be the evaluation tool used to evaluate Classroom Teachers, which amounts to 80% of the evaluation, for the duration of this Agreement.
- P. By October 31 ~~September 1~~, 2024, the Parties will negotiate and reach consensus about ~~(1) the evaluation tool used for the 2024-25 school year which amounts to 80% of the evaluation and (2) how to measure student growth and assessment data or student learning objective metrics to be considered for 20% of the evaluation.~~ If a consensus is not reached by October 31 ~~September 1~~, 2024, the District will follow its established Board policies until the Parties reach an agreement.
- Q. A probationary Classroom Teacher cannot challenge any aspect of the negotiated evaluation process, including observations, the IDP, the mid-year performance review, or their assigned rating.

Grievance Procedure. A probationary Classroom Teacher cannot grieve an alleged violation of this Appendix. A tenured Classroom Teacher may grieve ~~Aan~~ alleged violation of this Appendix ~~is not subject~~ up to, but not including, arbitration in the grievance process. An Arbitrator, however, has jurisdiction to consider a grievance filed under the Article __ grievance process by a tenured Classroom Teacher with two (2) consecutive ratings of "needing support."