

Summary of Tentative Agreements for Informational Meeting  
September 22, 2004

<u>Article</u>	<u>FWEA Initial Issues/Proposal</u>	<u>Tentative Agreement</u>
Article 1: Recognition	Current Contract Language	Add the words "or permit" after "classroom teacher's license"
Article 3: Association and Teachers Rights and Responsibilities	Add access to bargaining unit e-mail addresses in 12	Add updated e-mail addresses each semester
Article 3: Association and Teachers Rights and Responsibilities	Link to FWEA webpage on FWCS webpage	Link to FWEA on FWCS webpage
Article 3: Association and Teachers Rights and Responsibilities	Parking access for Grile Building for President and Executive Director	Parking pass for JCC's to list in paragraph 12
Article 3: Association and Teachers Rights and Responsibilities	New – The Association has the right to speak at every faculty meeting and will be placed as the first item on the agenda.	Add a new paragraph #22 to read as follows:  The Association shall be placed on the planned agenda specified by Article 14 A 3 for each faculty meeting
Article 3: Association and Teachers Rights and Responsibilities	New- Unused association leave is added on to the next year's allotment	The Association, through its president may carry over unused days up to 10 days per year to a maximum of 60 paid days granted each school year.
Article 4: Grievance Procedure	Editorial change in B	Change reference in paragraph B to "UniServ/Executive Director"

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Article 5: Board and Association Relations		
E. Public Law 221 and Quality Improvement Teams	All QIT members will be given two days a semester of released time to conduct QIT business at the building level.	<p>Revise Paragraph 10 of Article 5 E to add the following as a 2d sentence:</p> <p style="padding-left: 40px;">Quality Improvement Teams may not alter, modify or take action inconsistent with District Guidelines without receiving authority to do so from the Joint Communications Committee.</p> <p>Add the following as a new paragraph 11, renumbering accordingly:</p> <p style="padding-left: 40px;">Each Quality Improvement Team has available to it a minimum of two instructional days of released time for each QIT teacher member each school year for teacher training, collaboration or development, to be allocated by the Team within guidelines determined by the Joint Communications Committee.</p>
Article 6: Disciplinary Measures and Due Process Procedures		
A. General Information	A.4 review abuse of 5 days investigations. Used too often for unnecessary reasons. Major disruption for teacher removed.	<p>Modify the first sentence of paragraph A 4 to read as follows:</p> <p>4. If the administration receives information of teacher misconduct which it believes serious in nature, it may immediately relieve the teacher from duty with pay, or give the teacher an alternative assignment, pending an investigation.....</p>
Article 7: Professional Development		
C. In-Service	Editorial change from building based teams to QIT.	<p>Revise paragraph C to read as follows:</p> <p style="padding-left: 40px;">C. Ongoing Development</p>

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		<p>1. In-service Committee  An in-service training committee shall consist of four members appointed by the administration and four members appointed by the Association. The in-service training committee shall review and evaluate all in-service Project Proposals. The committee shall meet at least monthly during the school year unless mutually agreed otherwise.</p> <p>a. Project Proposals must be signed off by the unit head and FWEA building representative before submission to the committee.</p> <p>Quality Improvement Teams</p> <p>a. The Quality Improvement Team in each school is responsible for allocating the building level professional development budget within guidelines determined by the Joint Communications Committee.</p> <p>b. Each school's Quality Improvement Team will plan and provide for one six (6) hour building based day. For teachers, this in-service experience is voluntary and, if attended, is paid at the in-service rate for a maximum of six (6) hours.</p> <p>Note: The balance of Article 7 C will be reviewed to determine whether the existing language is still necessary.</p>
Article 8: Teacher's Disciplinary Authority		
B. Disciplinary Authority	Teacher authority on field trips.	We will resolve this issue in a class action grievance disposition over principals' new guidelines.
C. Responsibilities	Editorial change for typo in 2003 contract.	Policies changed to policies.
C. Responsibilities	Cannot be forced to attend disciplinary meetings outside of contract day without compensation. We need to address IAT type meetings and	Memorandum of understanding: FWCS and FWEA agree that interventions are an important component of the overall education program, but that the current process as implemented should be reviewed and streamlined to better serve its purpose and make the entire process more productive. Therefore, the FWCS IAT guidelines will be revised to reflect the following:

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	infringement on plan time.	<ul style="list-style-type: none"> <li>• Before any formal IAT is convened, it is expected that informal interventions will be made by appropriate school personnel.</li> <li>• Special Education teachers will not be required (but may volunteer) to attend IAT's if no referral for testing is contemplated.</li> <li>• Teachers will not be required to attend IAT's called for student attendance issues.</li> <li>• Teachers may be required to attend IAT's involving discipline only when discipline in that teacher's class is an issue.</li> <li>• Teachers may be required to attend IAT's involving academics only when academic performance for that teacher is involved.</li> <li>• Only one IAT will be required before a recommendation for expulsion for repeated rule violations is made.</li> </ul> <p>The revisions to the process and guidelines will be completed by the end of the 04-05 school year, but building level administration will be advised to begin structuring IAT's in accordance with this memorandum following ratification of the 2004-07 Master Contract.</p>
D. Teacher Protection	Add to D.2 Any teacher who has been threatened and/or assaulted and the student(s) have been expelled and/or convicted of a crime related to the assault shall not be required to provide instruction to that student(s) while the student attends FWCS.	<p>Add new language to paragraph D 2 to as follows:</p> <p>Any student expelled or convicted of a crime for assaulting a teacher shall not again be assigned to that teacher unless that teacher consents to the assignment or there is no other reasonable alternative to the assignment.</p>
Article 9: Safety		
A. General	Classrooms with windows in buildings that are not air conditioned shall have screens so that the teacher may safely open windows during the school day.	Screens will be installed before 2005-06 school year using existing Capital Projects Funds.

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Article 10: Teacher Contract and Contract Period		
B. Contract Period	Need to address issue of Kindergarten teachers and conferences. We propose that all Kindergarten teachers shall be given a 193 or 196 day contract depending on full or half day assignments.	<p>Memorandum of Understanding:</p> <p>For school year 2004-2005, it is the intention of FWCS to not have kindergarten children attend school during teacher/-parent conference days due to the difficulty holding conferences for half day students if students are in attendance. The parties agree that parent conferences for half day kindergarten students are important, but realize that this solution may not satisfy state requirements for 180 days of kindergarten instruction. FWCS and FWEA will continue to work on and monitor this issue in the Joint Communications Committee for other possible solutions which would satisfy state requirements without additional significant cost to FWCS.</p>
Article 11: Placement, Assignment and Promotion		
C. Reassignment (Within a Building)	Add to C-2. Rationale for the change in assignment shall be given to the teacher. A conference will be held upon request of the teacher.	"Rationale for the change in assignment shall be given to the teacher upon request."
Article 12: Limited Licenses	Current Contract Language	Editorial changes throughout article to reflect change in language in State Regulations concerning emergency permits.
Article 13: Teacher Evaluation		
	Dr. Robinson's "Learning	FWCS and FWEA agree on the right and importance of principals and other administrators being present in classrooms to carry out their job responsibilities. These

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	Walks”	practices, insofar as they pertain to evaluation, are currently covered in the evaluation process of Article 13. In addition, the district intends to introduce a process connected to Dr. Lauren Resnick (Learning Walks <sup>sm</sup> ) that can be used as a tool for professional development. Currently some schools may be using similar models that will not be supported by the district. Until administrators have been properly trained and teachers have a full understanding of the district process and how Article 13 relates to the new process, we have agreed to discontinue all forms of walks (i.e. walk throughs, hallway walks, technical walks, museum walks). Dialogue on this issue will be in the Joint Communications Committee.
		Add the following language to paragraph A 11:  If information which negatively reflects on a teacher’s performance is not brought to the attention of the teacher in writing within the time limits of this paragraph (15 days), that information may not be considered as a part of the teacher’s evaluation.
Article 14: Teachers Hours and Conditions		
A. Teacher Work Days	Number of classes assigned to high school teachers..	No high school teacher will be assigned more than three classes.
A. Teacher Work Days	Move paragraphs 17, 20, and 24 to Article 3.	Paragraphs moved to Article 3.
A. Teacher Work Days	A-2-(b) new (v) revised special areas schedules on delay days must be approved by the Joint Communications Committee prior to the implementation of the revisions.	Agreement in Article 5 will keep QIT’s from violating existing FWCS policies on special area classes.
A. Teacher Work Days	A-4 release time during media center 30 minutes each week.	Add the following new paragraph to Article 14 A 3:  Elementary school teachers shall, after leaving appropriate instructions with media center personnel, be released from duty during media center time. Elementary teachers will, however, be expected to

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		engage in collaboration activities for at least thirty (30) minutes per week.
A. Teacher Work Days	A-12 add "or directed to be away from his/her classroom due to building or FWCS needs."	Add the following to paragraph A 12:  When a substitute is available, one will be provided for teachers required to attend scheduled manifestation determinations.
A. Teacher Work Days	Add to A-21 change the first to each. Change to QIT instead of building based	Changed
A. Teacher Work Days	Move A-22 to Article 13	Moved to Article 3.
D. Allocations of Teaching Personnel	No splits.	Insert the following in paragraph D 2 before the last sentence:  A teacher assigned a split class may request a one-year delay of the regular evaluation cycle for the first year of the split class assignment.
	Editorial change from disruptive education to distributive education.	Editorial change agreed.
E. Block Program	Change title to reflect subject of section.	Change title to Middle School Class Size.
F. Special Education		Memorandum of understanding: FWCS and FWEA agree that there is confusion regarding many aspects of the district's approach to inclusion, and agree that Special Education guidelines should be reviewed by the Special Education Committee established by the Master Contract to consider: <ul style="list-style-type: none"> <li>• The role of special ed assistants</li> <li>• The impact of blocks of instruction on the ability to schedule assistance</li> <li>• Ways to resolve imbalances in placements of special education students in general education classes</li> </ul> The work of the committee will be monitored at Superintendent level monthly meetings.

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F. Special Education	(i) When a teacher (special education or general education) is involved in activities such as scheduled case conferences, manifest determinations, planning, observations, testing, and/or consultations, a substitute will be utilized to supervise students for the teacher.	Add the following to paragraph A 12:  When a substitute is available, one will be provided for teachers required to attend scheduled manifestation determinations.
F. Special Education	7. Add new (e) All Speech/language pathologist shall have two (2) days per year released time without instructional make-up requirements for professional development activities to maintain state and/or national certifications.	Add the following to paragraph F 7:  e. Speech/language pathologists may attend professional conferences necessary to maintain state or national certifications up to two days per year without cost to FWCS and without loss of services to students.
H. Art, Music, Physical Education and Magnet/Special Area	Change title to reflect application to elementary schools.	Title change to "Elementary Art, Music, Physical Education and Magnet/Specialty Area.
H. Art, Music, Physical Education and Magnet/Special Area	New number 4 elementary art teachers need 10 minutes between classes.	Guidelines will be reviewed and revised. Violations are subject to the grievance procedure.
H. Art, Music, Physical Education and Magnet/Special Area	Music and PE minimum of 5 minutes between classes.	Guidelines will be reviewed and revised. Violations are subject to the grievance procedure.
H. Art, Music, Physical Education and	Art, PE, and Music minimum two thirty minute periods a	More elementary art teachers will be added during the 2005-06 school year unless there is a reduction-in-force with the intent to move to two, 30 minute art

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Magnet/Special Area	week.	classes per week.
H. Art, Music, Physical Education and Magnet/Special Area	Elementary special area teachers cannot be required to pick up and drop off students	Guidelines will be reviewed and revised. Violations are subject to the grievance procedure.
H. Art, Music, Physical Education and Magnet/Special Area	Elementary music teachers assigned to more one building shall have a limited number of programs/performances that he/she will be required to do.	Elementary music teachers assigned to more than one building shall have a limited number of programs/performances that he/she will be required to do.
N. Grade Reporting	Old elementary grade card (2002-03) will be used until mutual agreement on the format and content of the Elementary Electronic Grade Card is reached.	<p>Memorandum of Understanding:</p> <ol style="list-style-type: none"> <li>1. Standards Based Grade Card. The Elementary Grade Card will continue to be field tested in school year 04-05 under the following guidelines for 04-05: <ul style="list-style-type: none"> <li>• Kindergarten and first grade teachers may use either the electronic card or a paper version of the electronic card, but must enter final grades electronically at the end of the school year</li> <li>• Teachers in grades two through five must enter grades electronically, and are not required, but may, enter standard indicators electronically</li> <li>• Numerical reports of Quarterly exams do not have to be on the grade card</li> <li>• An audit of each building level computer available to teachers for grade card input will commence immediately to determine technical capacity in relation to the card; the audit will be completed by mid-October</li> <li>• Teachers will have six school days to complete grade cards; during the first five days of each grading period after the first, no meetings will be held except those essential to the operation of the school in order to provide teachers time to input data</li> <li>• If technology is still not updated by 2005-06, then still have option to do only grades until technology is upgraded.</li> <li>• Status reports of the process will be prepared monthly and discussed with FWEA in the</li> </ul> </li> </ol>

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		<p>Superintendent level monthly meetings            If standards based grade reporting is extended beyond the elementary level, the process for that extension will be determined by the Joint Communications Committee.</p>
N. Grade Reporting	<p>All grade cards will become separate appendices in the contract and no changes in any grade card format and/or content will be made without mutual agreement.</p>	See above
N. Grade Reporting	<p>Change 3 days to 10 school days. No meetings during the 10 days. Guaranteed access to FWCS network if electronic grade card required. Extra time for grades for every hour network access is not available.</p>	Changed to six days.
Article 16: Absence and Paid Leave		
A. General Provisions	<p>Any form that is required for a teacher to fill out dealing with leaves in this article shall be uniform and an appendix to the contract. No teacher shall be required to fill out a form prior to using absence and paid leave benefits.</p>	New form will be used.
	Editorial change in 3	Elimination of reference to retirement bank that no longer exists.
B. Specific	Add one day of bereavement leave for use to attend funeral	Revise paragraph B 4 c to delete the reference to "Human Resources" and replace it with "Joint

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Provisions	for other family members or close friends.	Communications Committee”
Article 18: Insurance and Health		No change in benefits. Editorial change in Group Life insurance to delete dated language.
Article 19: Buy out of Severance Benefits		Revised article to delete dated language and maintain forfeiture language.
Article 20: Retirement Savings 401(a) Annuity Plan	Increase employer contribution to 2% of the teachers’ salary with deposits made by FWCS.	As part of total compensation package, the employer’s contribution will be ¾% for each year of the contract.
Article 21: Professional Compensation		
A. Classes	Change Class IV to 36 hours above Bachelor’s or Master’s Degree.	Will be studied for financial impact.
A. Classes		Adjustment made for speech/language associates with emergency permits.
B. Credit of Salary Schedule	Current Contract Language	Adjustment made for speech/language associates with emergency permits.
C. Separate Indices		Corrected printing error from 2003 contract that re-inserts qualification for middle school lead teacher position to teach a majority of periods in that area or grade.

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C. Separate Indices	Change 19-a to Skills USA	Changed name from VICA to Skills USA to reflect name change.
E. Payroll Disbursement	Current Contract Language	Pay days will be set.
F. Payroll Deductions	Change in 403(b) approved carriers: remove Horace Mann and change MetLife to ISTA Financial Services Corporation.	Horace Mann and MetLife have been deleted as approved vendors, and ISTA Financial Services Corporation added; revise paragraph F 5 p to add the following to the first paragraph:  Teachers or administrators moving into or out of the teacher bargaining unit may retain their prior 403(b) plan vendor.
2003-04 Salary Schedule		Compensation package for all classes:  2004-05 – 3.25% (includes employer’s severance contribution of ¾%)  2005-06 – 2.25% minimum with formula (includes employer’s severance contribution of ¾%)  2006-07 – 1.75% minimum with formula (includes employer’s severance contribution of ¾%)
Article 22: School Calendar		
A. Standard School Calendar	Need to work out kindergarten conference days.	
2003-04 School Calendar		Calendar set through 2005-06
Article 23: Effect and Term of Master		

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Contract		
B. Term of Master Contract	Open to a closed multi year agreement	Three year closed agreement