

Fremont Public Schools
20 N. Division
Fremont, Michigan 49412

INTERIM
FACT
FINDING

Fremont Education Association
220 1/2 S. Michigan Avenue
Big Rapids, Michigan 49307

By: Dean Bychinsky
1/20/76

APPEARANCES

Fremont Public Schools:

Jack B. Leaver - Board Negotiator
Gerald F. Britt - Board Negotiator
Neil J. Featherstone - Board Negotiator
Maxwell Hamilton - Superintendant
Kevin S. Harty - MASB Labor Relations Consultant

Fremont Education Association:

Wesley V. Cooper - Head Negotiator
Tom O'Brien - President F. E. A. - Negotiator
Paul J. Kendziorski - Negotiator
Michael Sloomaker - Negotiator
Mary Presler - Secretary F. E. A. Negotiations
Larry Fischer - M. E. A. Executive Director

Pursuant to the provisions of Section 25 of the Labor Relations and Mediation Act (Mich. Stat. Ann. 17.454 [27]); Mich. Comp. Laws 423.25 and part three of the Commission's General Rules and regulations, the undersigned was appointed Fact Finder in the instant case. At preliminary meetings held on November 20, December 1, and December 10, 1975, it became apparent to the instant Fact Finder that both parties were desirous of in-depth exploration of additional areas of possible agreement prior to the holding of a formal fact finding hearing.

On the three dates set forth above, extensive exploration was undertaken, with the fullest cooperation possible being provided by both parties. Following these sessions, each of the parties filed letters setting forth the issues that remained to be solved together with arguments supporting a resolution for those issues. It was the agreement of all parties that, following this submission, the Fact Finder would then issue a recommended finding based on the evidences and arguments that had been submitted up to that point in time. All parties reserved the right to either accept the interim findings, or to proceed to a public fact finding session, as is available under the cited law, with full right of all parties to supply additional evidence or arguments, at such public hearing, if the parties could not agree on the basis of the interim opinion of the Fact Finder. Likewise the Fact Finder reserved the right to conclude in a manner different from his interim findings, as further evidence and arguments were presented. No attempt was made, at this

stage, to receive exhaustive evidence or arguments, the presentation and consideration of which was to be deferred pending consideration of this interim report. It was also agreed that this interim report would be for the consideration of the parties only and that a public disclosure of its contents would not be made by any of the parties. Only those portions of the contract that had not been agreed upon at the outset of these informal discussions are considered herein, the parties having agreed to all other provisions prior to the first meeting that was held on November 20, 1975.

Article VI - Teaching Load.

See B. Last year's contract provided that the Board would make "... an effort..." to limit academic classes in Junior and Senior High to 30 students. Further, it provided that efforts would be made to limit class size in the following areas as indicated:

Physical Education	40 (Jr. High)
Physical Education	45 (Sr. High)
Special Education	15
Home Economics	25
Shop	25

Proposed Solution

The concept of limiting class size is acceptable to both parties and the problem became one of effecting that limitation in a manner that would be mutually acceptable. By averaging the number of classes per day times the targeted limits an acceptable procedure may be evolved. Thusly if a

teacher of English has 5 classes per day and the targeted limit is set at 30, if the students times class periods exceeds 150, then the teacher should be provided with some relief in the form of a half-time teacher aide. In addition to the figures set out in last year's contract, the targeted limit for typing should be set at 35. It would have to be understood that this concept would only apply to full time teachers and would not include study hall.

Proposed Solution:

Article VI

Sec.D. If a teacher is scheduled to carry a sixth class in place of a study hall assignment, extra compensation will be at the rate of 1/7 of that teacher's annual salary, regardless of whether or not an extra preparation is involved.

Proposed Solution:

Article VI

Sec.E. The intent of the parties is to maintain the current level of preparation time, as evidenced by current practices, for all elementary grade levels.

Proposed Solution:

Article VIII

Sec. B.

a. Probationary teachers will be laid off first if there is a certified and qualified (ie. a teacher having at least

a minor in the subject to be taught) tenure teacher, etc.

b. In the event a tenure teacher must be laid off, lay off will be determined by seniority in the teaching area.

d. Seniority teachers shall be recalled in inverse order of lay off when positions become available for which they are certified and qualified (ie. have at least a minor in the subject to be taught). The recall list shall be maintained for two school years providing however that if a teacher refuses reemployment, when offered by the school, this teacher's name shall be dropped from the seniority list.

All other sections of this article to remain as in the prior contract.

Proposed Solution:

Add to Sections A and B of Article X

Section C. In no event shall a teacher on a special certificate be employed beyond one year unless that person shall have completed six semester hours of satisfactory additional credit applying on requirements for regular certification.

Proposed Solution:

Article XI

Section C. Eliminate Credentials Committee and allow credit for any graduate level course from an accredited College or University.

Leave other provisions the same.

Proposed Language:

Section D.

A teacher's salary may be held at the present contracted level for the following year for failure to comply with administrative policy or directives, providing that the teacher shall have first had notice of significant or repeated complaints and thereafter failed to take the corrective action indicated in such notice. While a complaint may originate from any source, before such complaint may become the cause for the withholding of advancement, the teacher will be afforded an opportunity to determine the accuracy and effect of such complaint.

Such denial of the salary increment will, in each instance, be preceded by the filing of a formal complaint with: the teacher involved; the Superintendent; the Professional Problems Committee; and in the teacher's personal file.

Article XII

Section A.

Probationary Teachers:

1. The work performance of all probationary teachers shall be evaluated in writing. Probationary teachers shall be evaluated three (3) times during the 180 days work year; not later than 32 work days following the teacher's commencement of service; 66 work days following the teacher's commencement of service; 50 work days prior to the end of the probationary year.
2. Not later than 50 work days prior to the end of the proba-

tionary work year, the final written evaluation report will be furnished to the superintendent, the teacher, and the Association.

Section B

Tenure Teachers:

Professional evaluation of the work of tenure teachers shall be accomplished in writing under the following circumstances:

1. Each school year, school principals or immediate supervisors shall submit a written description of the professional performance of each teacher under their supervision. This report shall not make use of formal comparative criteria. It shall consist of a descriptive statement of the teacher's performance in the following areas:
 - a. Knowledge of subject matter
 - b. Techniques of instruction
 - c. Classroom management
 - d. Relationships with pupils and professional colleagues
2. Each teacher's evaluation shall include at the conclusion of the report the statement: "Considering all factors, the performance of this teacher is ___satisfactory, ___unsatisfactory."
3. In preparing this report, the principal may involve other administrative personnel familiar with the teacher's performance such as assistant principals, provided that signed statements from these individuals are made a part of the final performance report.
4. All reports must be discussed thoroughly with each teacher

before they are submitted to the superintendent and shall bear both the signature of the principal and the teacher. A teacher's signature on his performance report will not necessarily constitute his approval, but is merely an indication that the teacher is completely familiar with the report.

5. After consultation with the principal or other administrator, the teacher will have the right to add remarks, statements, or other information pertinent to the report. Such remarks shall be attached to the original performance report and shall contain the signature of both the teacher and the person preparing the report, and shall be submitted within ten (10) calendar days from the date of receipt by the teacher.
6. Principals may at any time submit additional reports to the superintendent concerning the performance of individual teachers with the provisions that such reports have been seen and signed by the teacher concerned and that the teacher is completely familiar with its contents.
7. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten (10) days thereafter.
8. Teachers whose services are being considered for termination shall be terminated under provisions of the Tenure Act.
9. Each teacher shall have the right upon request to review the contents of their own personnel file. A representative of the Association may, at the teacher's written request,

accompany the teacher in this review. A written statement for inclusion in the personnel file, may then be made by the teacher in regard to materials that were not signed by the teacher.

10. No tenured teacher shall be disciplined, reprimanded, reduced in rank or base compensation without just cause.

Article XV

Sec.G.

Leave as is.

Article XX

It is recommended that the Board agree to pay up to \$40 per year for any MESSA Long Term Disability that the teachers shall select, for the current school year, and \$80 in the 76 - 77 school year. All currently employed teachers may continue to accumulate up to a maximum of 130 days. All newly employed teachers would be allowed to accumulate up to 90 days.

Proposed Language

Article XXII Association Leave Time.

There will be seven (7) association leave days provided to allow officers of the Fremont Education Association to attend to Association business. No one teacher will be permitted to take more than five (5) days of such leave. The cost of providing for a substitute teacher will be borne by the Fremont Education Association.

Article XXIV Transfer of Experience

Retain existing language.

Article XXVII Insurance.

For the 75 - 76 school year, the Board is to pay \$63.00 toward any combination of MESSA Health Insurance Plan desired by the teachers; \$69.00 for the 76 - 77 school year.

Article XXIX Extracurricular Salaries

Section B.

Replace may with shall in the third line of this paragraph.

Section D.

Convert \$1600.00 current salary to percent of base of incumbent and use this percent in computing 1976 - 1977 Band Director's salary.

Re: Driver Education:

1st year \$5.90

2nd year \$6.40

New Article - Supplemental Retirement

Include this proposal but make it available at the Board's option - if requested by a teacher.

Article XXVIII Salary

B.A.	Step 1	\$ 9,290
	equal increments of	465
	Step 13	14,870

M.A.	Step 1	\$10,165
	equal increments of	508
	Step 13	16,261

M.A. plus 15	plus	\$ 300
	Step 11	15,545
	Step 12	16,053
	Step 13	16,561

1976 - 1977

Adjust salary schedule in accordance with agreed upon
cost of living index.