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PROFESSIONAL EDUCATION AGREEMENT  
BETWEEN THE  
FREMONT SCHOOL DISTRICT  
AND THE  
FREMONT EDUCATION ASSOCIATION

For the Contract Years

1997-2000

*Fremont Public School*

# TABLE OF CONTENTS

	<u>Page</u>
Preamble .....	4
ARTICLE I Recognition.....	5
ARTICLE II Teacher and Association Rights .....	5
ARTICLE III Board Rights .....	9
ARTICLE IV School Year .....	9
ARTICLE V Teaching Hours and Conditions .....	10
ARTICLE VI Teaching Load .....	13
ARTICLE VII Teaching Conditions .....	19
ARTICLE VIII Protection of Teachers.....	20
ARTICLE IX Teaching Assignments, Vacancies & Transfers .....	22
ARTICLE X Teacher Discipline .....	23
ARTICLE XI Teacher Performance Appraisal .....	23
ARTICLE XII Concerted Action Prohibition .....	24
ARTICLE XIII Grievance Procedure.....	24
ARTICLE XIV Part-Time Teachers/Job Sharing.....	27
ARTICLE XV Leaves .....	29
ARTICLE XVI Transfer of Experience .....	34
ARTICLE XVII Educational Cost Reimbursement .....	34
ARTICLE XVIII Retirement .....	35
ARTICLE XIX Insurance.....	36
ARTICLE XX Salary Schedules.....	38

ARTICLE XXI	Extra-Curricular Salaries.....	42
ARTICLE XXII	Professional Time .....	47
ARTICLE XXIII	Exclusion of Tenure in Position .....	50
	Duration of Agreement.....	50
APPENDIX I	Grievance Report Form .....	51
APPENDIX II	Memorandum of Understanding .....	54
APPENDIX III	Letter of Understanding .....	55
APPENDIX IV	Letter of Agreement re: Middle School Planning Time .....	56
APPENDIX V	Logged Time.....	57
APPENDIX VI	High School Schedule Agreement.....	61
APPENDIX VII	School Calendar 1997-98 School Year .....	62
APPENDIX VIII	School Calendar 1998-99 School Year .....	64
APPENDIX IX	School Calendar 1999-00 School Year .....	66
APPENDIX X	FPS District Probationary Teacher Plan .....	68
APPENDIX XI	Individual Development Plan for Probationary Teachers.....	69
APPENDIX XII	Teacher Performance Appraisal .....	71
APPENDIX XIII	Notice of Return from Leave of Absence.....	80
APPENDIX XIV	Technology .....	81
APPENDIX XV	Letter of Agreement re: Retirement Incentives for 1999-2000.....	82
APPENDIX XVI	Teacher Seniority List.....	84
APPENDIX XVII	Middle School Letter of Agreement .....	87

PROFESSIONAL EDUCATION AGREEMENT

BETWEEN

THE FREMONT SCHOOL DISTRICT

AND

THE FREMONT EDUCATION ASSOCIATION

This agreement entered into this 19<sup>th</sup> day of August, 1997, by and between the Board of Education of the Fremont Public Schools of Fremont, Michigan (hereinafter referred to as the Board) and the Fremont Education Association (hereinafter referred to as the FEA or the Association).

**PREAMBLE**

Section A

The Board and the FEA agree that the development and the implementation of a high quality instructional program is the goal of the Board and the professional educators who are employed by the Board. Since these groups have the same goal of providing the best possible education for all students enrolled in the schools, relationships hopefully will be established which are based upon these high ideals. All actions, discussions and agreements hopefully will be based on the premise that the welfare of the students will be the overriding consideration governing both parties.

Section B

1. The Board and the FEA agree to abide by Act 379 of the Public Acts of 1965 (MCL 423.201 et. seq.) and to all applicable laws and statutes pertaining to Teachers' Rights and Responsibilities. The parties agree that the right of members of the bargaining unit to engage in protected activities shall not be abridged except as lawfully limited in this agreement.
2. The Board and the FEA also agree that the Elliott Larsen Civil Rights Act shall be applicable to members of the collective bargaining unit. There shall be not discrimination against or among the bargaining unit members because of their race, creed, religion, color, national origin or ancestry, age, sex, height, weight, marital status, physical characteristics, non-disqualifying disability, or union affiliation. Any alleged violation of the above Act which is processed through the State Commission or Agency will be barred from arbitration under this contract.



**ARTICLE I**  
**RECOGNITION**

Section A

The Board hereby recognizes the FEA as the bargaining representative as defined in Section II of Act 379, Public Acts of 1965, as amended (MCL 423.201 et. seq.), for all certified and professional personnel employed by the schools in the following capacities or in equivalent capacities: classroom teachers, including alternative education teachers, librarians, guidance counselors, special education teachers, vocational teachers.

Excluded are: Superintendent, Principals, Assistant Principals, Community Education Director, Library Director, Business Manager, nurse, substitute teachers or any other person having executive authority or administrative or managerial functions.

Section B

Nothing contained herein shall be construed to prevent any individual from presenting a grievance and having the grievance adjusted without intervention of the FEA if the adjustment is not inconsistent with the terms of this agreement. Provided further that the FEA shall have an opportunity to be present at any proceeding where such adjustment is made.

Section C

Adult education teachers are excluded from the bargaining unit (F.E.A.), however, any teacher employed in the Fremont K-12 program before June 1, 1985, who becomes subject to layoff, may bump into the G.E.D. Program operated by Fremont Public Schools within the Fremont School District. The teacher will retain seniority rights, salary and fringe benefits, per contract, while teaching in the adult education contract.

**ARTICLE II**  
**TEACHER AND ASSOCIATION RIGHTS**

Section A

1. Any employee 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 dues of the Association, which sum shall be established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct dues as follows:

One-tenth (1/10) of such dues from the first paycheck of each month, beginning September through June of each year.

Each bargaining unit member shall, as a condition of employment, within thirty (30) calendar days from his/her first work day:

Join the Association and authorize deduction of membership dues pursuant to Section A above, or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee.

In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Board shall, pursuant to statutory authority and at the request of the bargaining unit member's wages and remit same to the Association. Payroll deductions in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association along with the dues deducted from Association members. Should there be an objection to the proper amount of the service fee to be deducted, the employee must exhaust the internal procedures of the Association for review of such objection prior to pursuing any other procedure for contesting the amount of the fee. The amount of the service fee is not subject to the grievance procedure or the arbitration provisions of the agreement.

2. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the collective bargaining agreement. The Association further agrees to indemnify and hold harmless the Board (including each individual school board member) for any costs, including back pay, or damages and court or agency costs which may be assessed against the Board as a result of said suit or action, subject, however, to the following conditions:
  - a. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
  - b. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the action or the defense which may be assessed against the Board by any court or tribunal.
  - c. The Association has the right to choose the legal counsel to defend any said suit or action.
  - d. The Association shall have the right to compromise or settle any claim made against the Board under this section, after consultation with the Board.

For the purposes of this Article, "Board" shall mean the Fremont Public School District, its Board of Education, its Administrative Personnel or legitimate agents, as well as past and present Board of Education members.

### Section B

No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this agreement includes warnings, reprimands, suspensions with pay or without pay, reduction in compensation, denial of a salary schedule increment, and/or termination. Any such discipline shall be subject to the grievance procedure hereinafter set forth including arbitration. Any suspension or termination which is appealed through procedures under the Teacher Tenure Act shall be barred from arbitration under this contract. Specific grounds for disciplinary actions will be presented in writing to the bargaining unit member and the Association no later than the time discipline is imposed.

Teachers will not be relieved of extra duty nor disciplined in their performance of same during the school year without just cause. Failure to renew extra duty positions will be exempt from just cause provisions, however, such failure to renew shall be subject to the grievance procedure through the Board level. The foregoing does not restrict the employer from annually appointing extra duty positions.

The District will make every reasonable effort to notify teachers with extra duty positions of the renewal or non-renewal of their positions within thirty (30) days after the completion of that year's assignment or the completion of the school year, whichever is sooner.

### Section C

In general, the private and personal life of any bargaining unit member is not within the appropriate concern or attention of the employer as long as it does not bear on the member's employment. It is recognized that criminal misconduct involving minors is of concern to the District whether or not it is directly related to work.

### Section D

A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the employer. When a request for such representation is made by the member, no action will be taken with respect to such member until a representative of the Association is present. If, during the course of any given meeting, a disciplinary action is likely to occur, the bargaining unit member shall be advised by the employer of such possibility and the employee shall, at that time, have the right to request representation under this provision of the agreement.

## Section E

A bargaining unit member shall have the right to review the contents of all records of the employer pertaining to said bargaining unit member originating after initial employment and to have a representative of the Association accompany him/her in such review. Such reviews shall be subject to the Bullard-Plawecki Employee Right-To-Know Act. Except as otherwise required by law, other examinations of a bargaining unit member's file shall be limited to qualified and authorized supervisory and clerical personnel, authorized agents and representatives of the Board, or to a non-bargaining unit member Association representative when necessary for contract administration purposes.

## Section F

No material, except routine clerical entries, shall be placed in the bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. Complaints against the bargaining unit member included in such files shall be in writing with the names of the complainants, copies of which shall be sent to the bargaining unit member. The bargaining unit member may submit a written notation or reply regarding any material including complaints and they shall be attached to the file copy of the material in question.

## Section G

Any case of assault on a bargaining unit member shall be promptly reported to the employer. The employer shall promptly render all reasonable assistance to the bargaining unit member, when possible, to prevent injury.

## Section H

The employer shall adhere to the requirements and procedures of the Michigan Special Education Rules.

## Section I

A copy of approved Board policies shall be available in the Principal's offices, libraries and teacher lounges of each building. Teachers will be notified of additions, deletions or modifications of Board policy through posting notice in each building.

## Section J

1. Upon the request of the FEA, the Board agrees to furnish to the FEA information concerning the financial resources and expenditures of the District in a reasonable and timely manner.
2. The Association and its representatives shall have the right to use employer buildings at all reasonable hours for meetings of teachers employed by the Board, providing

advance arrangements are made with the Administration and provided that when special custodial service is required the Board may make a reasonable charge therefore.

3. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that Association representatives shall make their presence known to the building principal or building supervisor and shall not interfere with or interrupt normal school operations.
4. The Association shall have the right to post notices of activities and matters of Association concerns. Lounges and the "mail area" of offices are recognized as appropriate places for such postings. The Association may continue the use of the District mail service and teacher mail boxes for communication to Association members, provided, however, that the Association shall be responsible for any postage expenses that may be required under applicable laws and regulations. The District, for its part, shall not seek an opinion or judgment on any matter related to the Association's use of District mail to set this matter in motion. Teachers will not send Association literature home with students.

### **ARTICLE III**

#### **BOARD RIGHTS**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing: the management and control of School properties, facilities, grade levels, courses of instruction, materials used for instruction and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this agreement.

### **ARTICLE IV**

#### **SCHOOL YEAR**

##### Section A

The school year shall be 180 student attendance days, 184 teacher work days and 2 professional development days for prior service teachers.

The Superintendent will determine the actual scheduling of the above days after consulting with the FEA. If during the year, due to weather or other acts of God, or changes in State Law or regulations, it is necessary to revise the schedule to assure sufficient student attendance



days, in accordance with State requirements, the parties shall discuss such changes. The 1997-98, 1998-99 and 1999-2000 school calendars are attached as Appendices VII, VIII and IX.

Section B

On days when school is not in session because of inclement weather, or emergency including, but not limited to, lack of heat or water, teachers shall not report and no teacher shall suffer a loss of pay nor have such days charged against any of their leave time. Such days shall be rescheduled as far as possible within the regular school calendar. It is understood, however, that teachers are paid for a maximum of 184 teacher work days and 2 professional development days. Any additions to the school calendar shall take place only after consultation with the Association.

If school is delayed by the administration for any reason teachers shall not be obligated to report until thirty (30) minutes prior to the announced starting time for students.

Section C

If school is in session and students are sent home because of weather conditions, lack of heat or water, teachers shall be relieved of duty when students are dismissed.

**ARTICLE V**

**TEACHING HOURS AND CONDITIONS**

Section A

It is understood by the parties that the schedules for high school, middle school and elementary as implemented for school year 1997-98 are the base schedules.

The teacher's normal classroom day for 1997-98 shall be as follows:

High School . . . . .	Seven (7) hours, five (5) minutes
Middle School. . . . .	Six (6) hours, thirty-nine (39) minutes
Elementary School. . . . .	Six (6) hours, fifty (50) minutes

The teacher's normal classroom day for 1998-99 and 1999-2000 shall be as follows:

High School . . . . .	Seven (7) hours, five (5) minutes
Middle School. . . . .	Six (6) hours, forty (40) minutes
Elementary School. . . . .	Six (6) hours, fifty-one (51) minutes

Any changes in the scheduled hours that vary from those agreed in the 1997-98, 1998-99 and 1999-2000 agreement shall be discussed with the Association prior to implementation. In no event shall the length of the teaching day be increased except as may be necessary to satisfy

state requirements pertaining to the minimum number of hours of pupil instruction. The parties shall negotiate regarding any such increase in the teaching day. The above times shall include a thirty-five (35) minute duty-free lunch hour.

1. High school teachers shall report fifteen (15) minutes and middle school teachers shall report to their school buildings forty-five (45) minutes before the start of the school day.
2. Elementary teachers shall report to their school buildings twenty-five (25) minutes before the start of the school day.

(The Association and District agree to form a committee of teachers, board members and administrators to review the structure and scheduling of the elementary and middle school day. Committee membership will be equally represented. The committee shall return any recommendations regarding the blocking or increasing of prep time for formal approval to the Association and Board by June 22, 1998.)

3. Middle school teachers will remain in their building six (6) minutes for 1997-98 and five (5) minutes for 1998-99 and 1999-2000 after school ends to make themselves available for consultation with students when requested during that time.
4. High School teachers will remain in their building ten (10) minutes after school ends to make themselves available for consultation with students when requested during that time.
5. Elementary teachers will remain in their buildings fifteen (15) minutes for 1997-98 and fourteen (14) minutes for 1998-99 and 1999-2000 after school ends. In cases where buses are late, elementary teachers will remain in their rooms until the buses arrive.
6. Upon arrival at Pine Street, Pathfinder and Daisy Brook Elementary Schools, students may be allowed to enter the building to go to the gym, cafeteria, media center or other designated areas where supervision is provided. A student or students may be admitted into the classroom before the designated school starting time with advance approval of the teacher. A preliminary bell will ring three (3) minutes before the established start of the school day and a final bell will ring at the start of the established school day.
7. Prior to the first class or the end of the lunch period, if applicable, teachers shall be in their assigned teaching stations in sufficient time before the beginning of class to commence teaching at the scheduled time without additional preparation.
8. Fridays and days prior to vacation periods, Fremont teachers may leave when the students are dismissed.

## Section B

All teachers shall attend meetings called by the Administration as a regular part of their teaching duties unless otherwise excused by the Administration.\*

\*See Memorandum of Understanding at Appendix II regarding meetings.

## Section C

The District and the Association recognize the need for staff involvement with regard to School Improvement issues. The District pledges to communicate with and work cooperatively with the Association in developing and implementing School Improvement changes on both building and district levels.

In no event shall such plans conflict with any provision of this Agreement unless mutually agreed to by the District and the Association.

The District recognizes the Association as the sole representative of its members in regard to wages, hours and other terms and conditions of employment.

Teacher representatives on building committees shall be selected mutually by the building principal and Association building representatives. Teacher representatives on district-wide committees shall be mutually selected by the Administration and the designated Association representative.

None of the foregoing shall be interpreted as a waiver of any rights under this Agreement by the Association or any bargaining unit member or the Board or any of its agents.

In no event shall such plans conflict with the provisions of this agreement unless mutually agreed to by the District and the Association, provided, however, that to the extent any proposed elements of the School Improvement Plan conflict with terms of the Master Agreement the identified provision(s) will be subject to reopening and negotiation at the request of either party with the consent of both parties. Any agreed amendments will be subject to ratification by the parties.

## Section D

Negotiations and grievance processing shall be conducted after regular school hours, unless circumstances outside the control of either party require an exception. If any exception is made, the teacher shall be released from regular duties, without loss of salary.

## Section E

All teachers, at their option, may make home visitations. These visitations will be scheduled and conducted after consultation with the teacher's building principal. The building principal and teacher will jointly decide when and how the teacher will take compensation time (hour for



hour) which is least intrusive/harmful to the students taught by the teacher. Upon request, a teaching assistant shall be made available to accompany the teacher. The District will reimburse the teacher for mileage at the I.R.S. rate.

## ARTICLE VI

### TEACHING LOAD

#### Section A

The Board will limit the student/teacher ratio in the elementary school (K-5) to twenty-six (26) to one. For purposes of calculating this ratio, only one-half of the kindergarten membership will be counted. Teachers will include all professional personnel with the exception of the principals, secretaries, clerks, speech correctionists, diagnostician, noon-hour assistants, nurses or volunteer workers. If a teacher or an Administrator spends only one-half day in teaching, he/she shall be counted as one-half a teacher.

Further, the Board will limit K-1 class size to a maximum of 26 students unless a half-time, qualified teacher assistant is provided, in which case the maximum will be 28 students. Class size in 2nd grade will be a maximum of 28 students unless a half-time, qualified teacher assistant is provided, in which case the maximum will be 30 students. Class size in 3-5 will be a maximum of 30 students unless a half-time, qualified teacher assistant is provided, in which case the maximum will be 32 students.

#### Section B

The Board intends to maintain the following programs (e.g. music, physical education) in the elementary schools that result in teachers in grades K-5 having approximately one hundred (100) minutes of preparation time per week unless economic conditions warrant reductions in all school programs. Such program reductions shall not, however, in any way reduce the allotted 100 minute prep time per week provided by such programs (i.e., music, p.e.)

1. The Board shall maintain an art program in the elementary schools that will result in teachers in grades K-5 having approximately fifty-five (55) minutes of preparation time per week.
2. Elementary Recess. A fifteen (15) minute daily student recess shall be scheduled in the elementary weekly, four (4) of which shall be duty-free for teachers. At the K-5 level, twenty (20) minutes of prep time daily shall be added to the lunch period.
3. An art assistant shall be provided at grades 3-5 and a classroom assistant at grades K-2 to assist with art instruction.
4. The administration shall attempt to schedule preparation time in a block of forty (40) minutes or more at least two (2) times a week (i.e., two specials adjacent or recess and a special).

5. Elementary Assemblies. Effective second semester of the 1995-96 school year, the building administration shall plan and monitor two (2) one and one-half (1½) hour assemblies. Teachers shall not be responsible for student supervision, and the resultant time shall be used for building level goals. This pilot program will be evaluated at the conclusion of the 1995-96 school year. An extension of this program must be agreed to by the Administration and the F.E.A.
6. The District will continue to investigate alternative resolutions, district-wide, to provide building level planning time.

### Section C

In the middle and senior high schools, the following average class sizes shall be applicable:

Physical Education	40	(middle school)
Physical Education	45	(senior high)
Life Skills	25	
Keyboarding	35	
Shop	24	
Academic Classes	30	

Class size shall also be limited by the number of teaching stations available, except additional students may be included upon mutual agreement between the teacher, the principal and the Association.

If the total students assigned, excluding study halls, exceeds the foregoing average figures times the number of classes, the Board shall provide a half-time teacher assistant.

### Section D

Except in the case of media center, guidance counselor and band for the senior high and media center and guidance counselor for the middle school, the teaching load in the senior high and middle school shall consist of five (5) academic classes, one study hall and one preparation period. The study hall shall require the full attention of the teacher to the student.

\*See attached Letter of Agreement regarding study halls at Appendix VI.

### Section E

1. All senior high and middle school teachers may volunteer to teach a sixth academic assignment in place of the study hall noted in Section D above. All middle and senior high school teachers who agree voluntarily to teach a sixth class assignment would receive no monetary compensation. Such voluntary agreements shall be in writing.
2. In the event the Administration schedules a teacher to carry a sixth academic assignment in place of a study hall, they shall be compensated at a rate of 12.5% of

the BA schedule to a maximum of the sixth step on such schedule depending on the step in which the teacher is located.

3. For those teachers assigned to a sixth academic class for less than a full year, the compensation shall be prorated based on the number of weeks taught.

#### Section F

The date for determining the class load shall be the fourth Friday in September. The Administration shall, within five (5) working days, supply qualified teacher assistants to classes where applicable as stated above. Provided, however, that the Administration will make every effort to bring class size into compliance with stated maximum prior to the above date.

The foregoing will not exclude research into new teaching methods that might involve wide deviations from average class size if such research is agreed to by the Administration, the teachers involved and the FEA building representative.

#### Section G

When students are mainstreamed into regular classes, those classes without mainstreamed students will be filled first where possible.

#### Option 1

Certified special education students may be main-streamed into regular education classrooms, exceeding equal distribution when the following guidelines are implemented and the receiving regular education teachers are in agreement:

- A. Time will be reserved (pre-school year or by the tenth school day) for teachers to be involved with the planning for/and implementation of the I.E.P.
- B.
  1. The categorical teacher or teaching assistant will be present when their students are main-streamed at a ratio of 1 teacher/assistant to 5 students if it is determined by the regular education teacher and the special education teacher that assistance is needed.
  2. Resource room teachers will be provided with a half time teaching assistant whose priority will be to meet the needs of resource room students when mainstreamed. The lack of need for such assistance may be indicated by the special education teacher to the supervisor of special education at the spring I.E.P. This will allow for preplanning of fall personnel needs. These guidelines may be formally altered under section D. below at the Fall I.E.P. planning and implementation meeting of the special education and regular education teacher(s) if it is still determined that a teaching assistant is not needed. If one is needed it will be provided within 15 working days of the meeting.

3. The number of students receiving services that can be mainstreamed will equal ten points per each regular education classroom. A resource room student will equal one point and a categorical student will equal two points.

- C.
1. At the K-5 level, certified special education students will be counted in determining class size maximums.
  2. At the 6-12 level, resource room students will be counted at 1.0 when determining class size. Categorical students will be counted at 2.0 in the calculation of class size when not accompanied by the special education teacher or teaching assistant (at a one to five ratio). Absolute (not averaged) class sizes will be maintained for the class period in which special education students are mainstreamed.
  3. In instances where an entire special education teacher's caseload is placed with a teacher or teaching team for the purpose of inclusion in a regular education classroom, special education students will be counted in determining class size maximums. The one to five ratio may be exceeded if the special education teacher and teaching assistant assume equal responsibility with the receiving teacher in a co-teaching arrangement.

At the K-5 level, resource room students count as 1.5 and categorical students count as 2.0 when determining class size. At the 6-12 level, resource room students count as 1.0 and categorical students count as 2.0 when determining class size.

The special education assistant will not replace other teaching assistant(s) needed, unless deemed unnecessary by the teacher.

- D.
- These guidelines may be altered, but not as regular practice, if it is deemed in the best interest of all involved parties through a district level hearing within ten school days from the date of gaining knowledge of the request. A minimum of a 5 to 2 majority vote will be needed to make alterations to the guidelines.

\*A district form may be presented, in lieu of a meeting, to all members of the district level council when agreement is made to alter the contractual provision of article VI G and if signed by all members of the district level council a hearing is not needed to discuss the request.

E. Special education council

Receiving teachers of mainstreamed students with concerns about the educational opportunities provided may request a meeting with the special education council starting at the classroom level.

\*Classroom level

The regular education teacher(s) and the special education teacher will meet to discuss the problem and possible strategies to solve the problem.

\*Building level

Building principal, regular education teacher(s), special education teacher, and F.E.A. building representative will meet to discuss the problem and possible strategies to solve the problem.

\*District level

Supervisor of special education, school board representative, building principal, regular education teacher(s), special education teacher, F.E.A. representative and building F.E.A. representative meet to discuss the problem and possible solutions. The special education supervisor will call a meeting within ten school days when such a meeting is requested in writing.

Option 2:

- A. Certified special education students (excluding those who only receive ancillary services) will be equally distributed into all regular education classrooms when in the judgment of the district financial resources will not allow for the implementation of option one.
- B.
  - 1. Categorical students will be mainstreamed when appropriate with an assistant up to a one to five ratio or be counted at 2.5 in class size calculations. Absolute class size maximums will not be exceeded at the middle school and high school for the class period in which special education students are mainstreamed.
  - 2. B.1. May be altered, but not as regular practice, if it is deemed in the best interest of all involved parties through a district level hearing within ten school days from the date of gaining knowledge of the request.

A district form may be presented, in lieu of a council when agreement is made to alter the contractual provision of Article VI G and if signed by all members of the district level council a hearing is not needed to discuss the request.

SPECIAL EDUCATION DISTRICT RECOMMENDATIONS:

- 1. In service will be provided to staff of the I.E.P. process
- 2. Teachers are encouraged to devote time every two weeks for collaboration with the special education teacher to serve the needs of the special education students in their classrooms.
- 3. The special education student's needs and that of the receiving classroom will be considered prior to the mainstreaming of students with disabilities.

A plan of "Adaptation and accommodation" by building level will be provided to all staff at each site by an authorized date.



4. Flexible staff time will be available at each building to provide for intervention in mainstreamed student needs.
5. One to one tutor program extended to second grade classrooms.
6. Option one will be implemented for students where appropriate at the K-2 level prior to and during the testing process.

#### Section H

1. The teaching load for alternative high school and middle school teachers shall consist of five (5) class periods and preparation time. Within the five (5) periods, a teacher may be assigned an advisory period and/or an independent study period(s).
2. Preparation time shall consist of a minimum of thirty-five (35) minutes per day or a total of one hundred seventy-five minutes per week.
3. Alternative education teachers shall report to their building forty-five (45) minutes before the start of the school day as established by the administration and remain in the building fifteen (15) minutes after the conclusion of the school day.
4. Alternative school teachers will be provided with a thirty-five (35) minute lunch period. During the lunch period, a minimum of one (1) teacher, assigned by the administration, shall be available on-site to assist in any emergency situation or provide supervision. The administration will provide a rotational schedule for teachers on a monthly basis.
5. Class size shall be determined according to the actual number in attendance based on a monthly average.
6. Class size maximums will be established at fifteen (15) for the alternative high school. At sixteen (16), a half-time qualified teacher assistant will be provided. Should class enrollment exceed eighteen (18) students, a full-time teacher assistant will be provided. The absolute class size maximum at the high school shall not exceed twenty (20) students.
7. At the middle school, class size maximums shall be established at ten (10) students. A qualified half-time teacher assistant will be provided in the event that class enrollments exceed ten (10). Should class enrollment exceed thirteen (13) students, a full-time teacher assistant will be provided. The absolute class size maximum at the alternative middle school shall not exceed fifteen (15) students.
8. Summer alternative education programs shall be paid per diem as indicated in Article XX, Section H3. Alternative education programs for migrant students shall be paid a minimum of 75% of the per diem pay rate.

**ARTICLE VII**  
**TEACHING CONDITIONS**

Section A

The District will make reasonable efforts to provide adequate teaching supplies and duplicating services including photocopying capability within each building for low-volume projects.

Section B

The Administration will receive input from the grade level and departmental level teachers regarding textbooks. The Administration will recommend textbooks to the Board. Teachers shall have as much time as reasonably possible to make such input.

Section C

The employer shall continue its efforts to make available in each school, adequate lunchroom and restroom facilities exclusively for bargaining unit members' use as well as appropriate faculty workroom space. Private telephone facilities shall be made available for bargaining unit members for their reasonable use. Smoking has been banned in school buildings and on/in school property (except outside after 6 p.m.) by state statute. Should this law change, smoking will be permitted in designated areas.

Section D

Bargaining unit members who, as a part of their class schedule, must travel between school buildings or on school-related business shall have the time counted as part of their normal work time and not planning or lunch time and further, shall be compensated for any driving of personal automobile necessitated by such scheduling at the appropriate I.R.S. rate.

Section E

1. The two (2) professional development days scheduled for 1998-99 and 1999-2000 are required days for Association members.
2. Professional development days shall be scheduled between 8:00 a.m. and 3:00 p.m. each day.
3. Pay for such days shall be included in the next regularly scheduled payroll.
4. The content of the professional development days shall be planned by the administration in consultation with the building staff.

5. Professional development pay for each of two (2) days:

1997-98 \$220/day

1998-99 \$225/day

1999-00 \$230/day

## ARTICLE VIII

### PROTECTION OF TEACHERS

#### Section A

If a teacher is sued as a result of action taken by the teacher in accordance with board policy, in the scope of his/her authority and in the course of his/her employment, the Board will, upon request, provide legal counsel without cost to advise and represent the teacher. The Board reserves the right to select the counsel. The responsibilities of the Board shall terminate when and if the teacher elects to provide his/her own counsel. Time off required for court appearance shall not result in salary reduction. If legal representation is available under insurance purchased by the Board, the extent of representation and coverage shall be based upon the insurance policy.

#### Section B

It is recognized that a reduction in bargaining unit personnel due to economic necessity or decreases in enrollment is a Board decision. In order to promote an orderly reduction in personnel, when such reduction is necessary, the following procedure shall be used:

1. The teacher(s) in the specific position(s) being reduced or eliminated shall be the teacher(s) notified of layoff. The teacher(s) notified of layoff shall then have the following choices:
  - a. to accept the layoff,
  - b. to displace the least senior bargaining unit member within the teacher's current area of certification and major or minor field based upon the following standards:
    1. Senior high - teaching specialty or major or minor.
    2. Middle school - a certified major or minor or equivalent of a minor or five (5) years teaching experience in the area in which he/she is being placed.
    3. Elementary school - current certification in K-8.
2. The employees' right to exercise seniority in the manner set forth above shall at all times be subject to the certification requirements of the State of Michigan.



3. Probationary teachers will be laid off first if there is a certified tenure teacher who meets the requirements of Section B,1,b (above) whose position has been eliminated, available to fill the probationary teacher's position.
4. The FEA shall have the right to review the layoff list prior to notification of the individuals to be laid off.
5. Teachers shall be recalled in order of seniority when positions become available for which teachers are certified and qualified in accordance with Section B,1,b (above). If a teacher refuses an offer of recall, the refusal shall constitute the teacher's voluntary resignation from employment and the teacher's name shall be dropped from the seniority list, provided, however, that an exception will be made if the reason for such refusal is that the teacher is under contract to another Michigan public school covered by the Michigan Teacher's Tenure Act for the school year in which the position is offered. Refusal or acceptance of positions less than full-time shall not affect the teacher's recall rights to a permanent position, or his/her employment and seniority status.
6. Upon request by the Association, the District will provide a current seniority list of teacher including the first day of work and their certification.
7. Changes in teacher's certification after the first work day of the next school year following layoff shall not permit the teacher to bump for that school year.
8. The Board shall give written notice of recall from layoff by sending a certified letter to the teacher. The teacher shall respond to the notice of recall within ten (10) calendar days of receipt. It is the teacher's responsibility to make sure the District has a current address for the teacher. The teacher notification to the District shall be by certified mail. All rights to continued employment and seniority shall be lost if the District's certified letter of recall is returned as undeliverable due to change of address.
9. Seniority shall be defined as time since the first day of work as a bargaining unit member with the Fremont Public Schools. Time spent on leave or on layoff shall not be construed as a break in continuous service and seniority shall continue to accrue. No person other than a member of the bargaining unit shall possess seniority.

Notwithstanding the foregoing, all teachers employed in 1992 or earlier will have seniority according to the list in Appendix XVI. All teachers employed in 1993, and thereafter, will have their seniority date determined as set forth above.

A person who voluntarily leaves employment or is discharged for just cause will lose all seniority accumulated.

In the event the foregoing results in a tie for seniority, the tie shall be broken by utilizing the last four (4) digits of the social security numbers. The person with the highest number shall have the greatest seniority. (Example: If three new hires all begin work

on September 1, 1993, and the last four digits of their social security numbers are (a) 1234, (b) 2345, and (c) 3456, then (c) would be ranked first, (b) second and (a) third on the seniority list.)

10. Any teacher(s) being laid off shall be notified by April 1 of the school year prior to the school year in which the layoff will be effective.

## ARTICLE IX

### TEACHING ASSIGNMENTS, VACANCIES AND TRANSFERS

#### Section A

Any teacher who wishes a change in his/her teaching assignment shall notify the Superintendent in writing of such desire. The Superintendent shall consider such request in light of the teacher's preparation and qualifications.

#### Section B

##### Filling of a Vacancy

1. Prior to initiating any action or filling a teacher vacancy, the Superintendent shall post notice of such vacancy. Posting of vacancies shall be initiated at least ten (10) work days before the vacancy is filled. Postings shall be placed in each school district facility during the regular school year. Additionally, any teacher wanting summer notice shall notify the District Business Office of such interest, providing the business office with stamped, self-addressed envelopes for summer mailing; the Association President shall automatically receive all summer vacancy notices. For purposes of this section "work" days means days school is in session during the academic year and days the central office is open for business during the summer months.
2. Any teacher may apply for any vacancy. Full consideration shall be given to teachers based on seniority, teaching experience, majors, minors and teaching certification. If a vacancy occurs during the school year the District may fill it temporarily from any source. However, it must be posted prior to the beginning of the new school year as a permanent vacancy if the position continues into the following school year.

#### Section C

1. Where feasible, transfers shall be voluntary unless such transfers result from personnel or school reorganization, enrollment change, program changes or financial considerations.
2. A transfer shall be defined as a change in grade level or subject area assignment or other assignment.

## Section D

Teachers may be reassigned within the K-5 grade levels upon recommendation of the Principal and Superintendent. Not later than June 1 of each year, all teachers shall be advised of their tentative specific class assignment for the following school year. Assignment may be changed after that date, if needed.

### **ARTICLE X**

#### **TEACHER DISCIPLINE**

A teacher's salary may be held at the present level for the following year for serious failure to comply with Administrative policy or directions. (Examples of "serious failure" are incompetence in his/her teaching area, repeated tardiness, failure to follow administrative directions and unauthorized time off.) This section is subject to the "Just Cause" provisions of the Agreement. This paragraph shall not act as a limit on the form of discipline the Administration may use in a particular case but is one which the District may select.

### **ARTICLE XI**

#### **TEACHER PERFORMANCE APPRAISAL**

## Section A

1. Fremont Public School's success in providing an effective educational program to students depends upon the ability to maintain a competent and productive staff. Each person plays a role in the overall success of the Fremont School system. In order to enhance the contribution of each individual and to assist all individuals in reaching their potential, Fremont Public Schools has developed a Performance Appraisal document.
2. The specific requirements for the Teacher Performance Appraisal document are stated in the document which is attached to this Agreement as Appendix XII. In general, probationary teachers will be appraised two times per academic year, and tenured teachers will be appraised one time every other academic year. The teacher's immediate principal or an administrator designated by the principal will conduct the appraisal which will be by formal observation of classroom performance of not less than thirty (30) minutes per observation. The appraisal also requires a teacher self-appraisal and a teacher-principal post-appraisal conference. The formal appraisal is based on class observations and day-to-day contacts with the teacher, whether formal or informal, during the normal course of the school year. Information from day-to-day contacts with the teacher that is viewed as poor performance will be promptly reported to the teacher.
3. Except for probationary teachers, teaching assignments outside the teacher's area of certification shall not be formally evaluated during the first year of the assignment.

## Section B

Probationary teachers shall develop a professional development plan which shall state at a minimum one or more goal areas in which the teacher wishes to develop professionally, a plan of action which the teacher desires to pursue to obtain such goal or goals and the resources needed. The individual professional development for probationary employees plan must be submitted and reviewed on the forms attached at Appendix XI by the building principal.

- a. All new hires shall prepare a professional development plan during the first semester of employment.
- b. Each professional development plan shall be discussed with another professional educator of the teacher's choice prior to being filed with the principal. The professional educator may be another teacher, a school administrator or college professor/instructor/advisor.
- c. The Teacher will file the professional development plan with his/her building principal. The concepts of the professional development plan are not subject to administrative approval and shall not be used for evaluation or discipline purposes.

## **ARTICLE XII**

### **CONCERTED ACTION PROHIBITION**

The FEA and/or its members shall not engage in nor encourage concerted action of any type against the School District which would be in violation of this contract or in violation of the laws or statutes of the State of Michigan.

## **ARTICLE XIII**

### **GRIEVANCE PROCEDURE**

#### Section A

A grievance is defined as an alleged violation, misinterpretation or misapplication of a specific provision of this agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance but such grievance shall be submitted to the following grievance procedure.

#### Section B

Within twenty (20) working days of gaining knowledge of facts upon which a grievance is based, a teacher or an FEA representative shall discuss the matter with the building principal. The principal shall respond orally within ten (10) working days.

### Section C

If the grievance is not resolved through the foregoing procedure, the teacher and the FEA may, within ten (10) working days from the date of the principal's answer, submit to the Principal a signed, written "Statement of Grievance". The "Statement of Grievance" shall name the teacher involved, shall state the facts giving rise to the grievance, shall identify all the provision of the agreement alleged to be violated by appropriate reference, shall state the contention of the teacher and the FEA with respect to these provisions, shall indicate the relief requested and shall be signed by the teacher involved. A "Statement of Grievance" form is attached to this agreement at Appendix I and additional copies shall be available through the FEA building representatives.

The Principal or his/her designated representative shall give the teacher and the FEA an answer in writing no later than ten (10) working days from receipt of the "Statement of Grievance".

### Section D

If the grievance is not resolved through the foregoing procedure, the teacher and the FEA, within ten (10) working days of the date of the principal's written answer, may submit the "Statement of Grievance" to the Superintendent. The Superintendent or his/her designated representative shall give the teacher and the FEA an answer in writing no later than ten (10) working days from receipt of the "Statement of Grievance".

### Section E

If the grievance is not resolved through the foregoing procedure, the teacher and the FEA may, within ten (10) working days of the date of the Superintendent's written answer, submit the "Statement of Grievance" to the Board. Upon receipt of the "Statement of Grievance", the Board shall consider same within ten (10) working days or at its next regular meeting, whichever shall be later. Within ten (10) working days of such meeting, the Board or its designated representative shall transmit its answer in writing to the teacher and the FEA.

### Section F

Failing satisfactory settlement through the foregoing procedure, either the Board or the FEA shall have the right to demand arbitration within ten (10) working days of the date of the Board's written answer. The parties shall then attempt to select an arbitrator and, failing to do so within fifteen (15) working days, either party may have the right to appeal the dispute in writing to an impartial arbitrator selected by and in accordance with the rules of the American Arbitration Association.

The Board and the FEA agree that the decision of the arbitrator shall be final and binding on the parties.

The fees and expenses of the arbitrator shall be shared equally by the Board and the FEA. All other expenses shall be borne by the party incurring them and neither party shall be



responsible for the expenses of witnesses called in by the other.

If the parties select an arbitrator outside of the American Arbitration Association selection process, they shall nonetheless conduct the arbitration hearing in accordance with AAA rules.

#### Section G - Powers of the Arbitrator

It shall be the function of the arbitrator, and the arbitrator shall be empowered, except as the arbitrator's powers are limited below after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of the agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of this agreement including salary schedules and/or other appendices that are an integral part of this agreement.
2. The arbitrator shall have no power regarding the termination of tenure and non-tenure teachers, the re-employment of teachers in extra-curricular assignments or in any other cases that are covered by the Teacher Tenure Act.
3. The arbitrator shall have no power to change any practice, policy or rule of the Board nor to substitute the arbitrator's judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board as long as such practice, policy, rule or action is not in violation of this agreement.

#### Section H

The time limits provided in this Article shall be strictly observed, but they may be extended or otherwise modified by written agreement of the parties. If the grievant fails to initiate the grievance procedure or to proceed to the next step of the grievance procedure within the time limits set forth, the grievance shall be considered waived. If the Administration fail to give a decision within the time limits set forth, the grievant may proceed to the next step of the grievance procedure. Both parties are encouraged to process grievances early, without using the maximum allowed time.

#### Section I

The Board shall not be required to pay back wages prior to the effective date of this agreement. All claims for back wages shall be limited to the amount of wages that the teacher would otherwise have earned.

#### Section J

Any grievance occurring during the period between the termination date of this agreement and the date of signing of the new agreement shall be processed on the basis of the prior agreement.

## Section K

The Board, by entering the grievance procedure, including arbitration, does not waive its right to the argument that the alleged grievance is not a violation of the contract, although the Board agrees to be bound by the arbitrator's decision.

### ARTICLE XIV

#### PART-TIME TEACHERS/JOB SHARING

- A. For the purpose of determining fringe benefits (sick leave, personal business days, funeral leave and insurance) for part-time teachers, the following definitions shall apply:

Part-time elementary teachers teaching either the morning or afternoon sessions or more, shall qualify for one-half (1/2) the stated benefits.

Part-time secondary teachers assigned three (3) classroom hours or more per day shall qualify for one-half (1/2) the stated benefits. Teachers teaching less than the above requirements shall not qualify for fringe benefits, except as hereinafter set forth.

Teachers working less than one-half (1/2) time shall be given a pro-rata portion of all employee paid leaves. Additionally, they shall be able to purchase group insurance health benefits at group rates.

Part-time teachers teaching a full year will advance one-half (1/2) step on the salary schedule.

- B. Job Sharing shall refer to two (2) tenured bargaining unit members sharing one (1) full-time position.
1. Purpose - Two tenured bargaining unit members may, at their request, pair up for the purpose of sharing a single teaching assignment. This voluntary pairing shall not occur if the pairing results in the involuntary layoff or involuntary transfer of a full-time teacher. It shall not occur if it prevents the recall of a laid off teacher. The application for Job Sharing shall be approved or disapproved in writing by the Superintendent within thirty (30) days of the application. In the event a request is denied the reason shall be set forth in writing.
  2. Application - The teachers shall notify the District and the Association by March 15 of each year explaining their working arrangement and indicate their desire to job share. Teachers may choose to each work full days, part of the day, or any other logical arrangement. Once the teachers have submitted their plan, they may not deviate from it unless the teachers and the District agree.
  3. Pairing - The teachers who have jointly agreed to work together must be certified and qualified for the job they will share. The job sharing arrangement shall be for

one year, renewable at the option of both teachers, subject to approval by the Superintendent.

4. Responsibilities - Responsibilities of an assignment by two job sharers may be divided and/or allocated according to a plan designed by the job sharers, with the agreement of the District. This shall include but not be limited to attendance at regular staff meetings, district meetings, parent conferences, etc. The teachers are required to attend full-day district in-service or special training days such as testing training, curriculum workshops, and grade level meetings which are required of regular full-time teachers.
5. Compensation - Compensation shall be determined by each teacher's step and degree of the salary schedule, prorated. Each teacher will gain one year of seniority and will move up one step on the salary schedule, for each year worked at the job sharing position.
6. Benefits - Planning periods shall be made available as specified in Article VI, Section B, in proportion to the job sharers teaching schedule. Sick leave and personal business leave will be granted as stated in Section A above. For the one full-time job sharing position there shall be one full fringe benefit share at MESSA Pak A rate or equivalent. The job sharers shall decide how they wish to prorate the fringe benefits between them. The teachers may contribute any additional amounts necessary to pay the premium cost if they wish additional coverage.
7. Return to Full-Time - If the teachers choose to terminate the arrangement after the year has ended, each teacher shall be returned to full-time positions for which they are certified and qualified the following school year.
8. Substituting - In the event one of the teachers is absent and is covered by one of the paid leave of absence provisions in Article XV, the other teacher will have first opportunity to substitute for the absent teacher. For preparation period substitute work, the other job sharer shall be compensated at the rate stated in Article XX, Section K, depending on the job sharing teachers approved schedule. If one of the job sharing teachers substitutes for the other teacher the daily substitute pay will be prorated in relation to Step 1 of the BA Salary Schedule stated in Article XX. After 20 consecutive days of substituting the other teacher shall be paid at their daily rate.
9. The District, Job Sharing teachers, and the Association shall sign the approved job sharing agreement.



## ARTICLE XV

### LEAVES

#### Section A - Personal Business

1.
  - a. At the beginning of each school year each bargaining unit member shall be credited with two (2) days to be used for personal business. A bargaining unit member planning to use a personal business leave day or days shall notify his/her principal/supervisor at least one day in advance, except in cases of emergency. Personal business leave days shall be available for the practice of individual religious preferences.
  - b. Bargaining unit members who have not taken all of the credited personal business days from the previous year may carry forward one (1) unused personal business day to a maximum of three (3) personal business leave days in any one school year. Teachers not using allotted or accumulated personal business days who have more than one (1) day to transfer into the following year's personal leave accumulation shall have remaining days transferred to their accumulated sick leave account.
  - c. Bargaining unit members who have accumulated 90 sick leave days at the start of each school year shall be credited one (1) additional personal leave day; however, in no case shall more than three (3) personal leave days be used in a school year.
2. Ordinarily, the maximum number of teachers who may be on this type of personal leave on any given day shall be: One (1) in each DK-K building, two (2) in the 1-3 building, two (2) in the 4-5 building, two (2) in the middle school, two (2) in the high school. Depending on the availability of qualified substitutes, additional teachers from any building or buildings may be granted such days at the sole discretion of the building principal.
3. An additional day may be granted by the Superintendent for serious family illness or bereavement unless the bargaining unit member is entitled to a third personal business day as set forth in subparagraph 1b above.
4. Personal business days shall be available for use in increments of one half day per business day. They shall not be used immediately preceding or immediately following a vacation period.
5. When a teacher is on approved leave and the school is closed due to weather or other Act of God conditions, the teacher will not be charged with a leave day.

## Section B - Leave of Absence

1. A leave of absence may be granted, on the recommendation of the Superintendent for a period not to exceed one (1) year to any employee having successfully completed the probationary period.

Unless otherwise specified by the Board, a leave of absence shall be without pay. Upon return to employment, the employee shall be placed in a vacant position for which the employee meets the standards set forth in Article VIII, Section B(1) if such position is available.

If there is no such vacant position, but a position or positions is held by a probationary teacher, for which the employee meets the standards set forth in Article VIII, Section B(1), the employee shall replace such probationary employee.

If there are not vacancies or positions held by probationary teachers, for which the employee is certified, the employee shall have the right to replace the least senior teacher pursuant to the terms of Article VIII, Section B(1) of this agreement.

If there are no vacancies or positions held by probationary teachers, or positions held by less senior teachers set forth above, the employee shall be placed on layoff and shall be recalled in accordance with the provisions of Article VIII, Section B(5) of the master agreement.

2. Failure to notify the Administration by May 1 for a first semester return of the intent to return from a leave of absence, or failure to return from a leave of absence under this section at the agreed upon time, shall constitute an irrevocable voluntary resignation by the teacher unless such failure to notify or return is due to illness or disability within the meaning of sections C and D of this article, at which time the teacher shall be required to return subject to the terms of those sections. The Letter of Procedure regarding this paragraph is attached at Appendix XIII.
3. Unless otherwise specified, a leave of absence when granted by the Board shall:
  - a. Not entitle the employee to accrual of sick leave.
  - b. Not entitle the employee to advancement on the schedule for the time away from actual employment.
  - c. Be for a period not longer than the current school year if taken for the purpose of child care. In extenuating circumstances, an extension of this leave may be granted upon recommendation of the Superintendent.

## Section C - Disability Leave

1. In the event a developing disability (e.g., cancer, pregnancy, etc.) negatively impacts the employee's ability to report for work, the employee should notify the Superintendent of his/her availability for work. Where disability leave is requested in such circumstances, a request for such leave must be presented along with:
  - a. A physician's statement indicating an opinion as to the last day on which the teacher is physically able to perform the teaching responsibilities.
  - b. Notification of the teacher's choice of disability leave options as listed:

Option 1 - Unpaid leave to commence immediately after the date listed on the physician's statement.

Option 2 - The teacher may use accumulated sick days beginning immediately after the date listed in the physician's statement. Unpaid leave to commence after that portion of accumulated sick leave has been exhausted.

Option 3 - The teacher may use any portion of his/her accumulated sick days beginning immediately after the date listed in the physician's statement. Unpaid leave to commence after that portion of accumulated sick leave has been exhausted.
2. After treatment of the disability or delivery, a doctor's statement should be transmitted to the Superintendent indicating the physician's estimate of when the employee may be physically able to perform his/her teaching responsibilities. It is understood that the dates of such a leave can be altered by the medical condition of the teacher as certified by his/her physician.
3. At the end of the disability leave the teacher shall be returned to his/her original position.

## Section D - Sick Leave

1. Teachers may accrue ten (10) days of sick leave per year to a maximum of one hundred thirty (130) days. However, teachers who currently have in excess of 130 days shall not lose any days as a result of the above limit. They will not, however, accrue additional days unless through normal usage their balance drops below 130 days. Those teachers having, as of the first teacher work day of the school year, ninety (90) or more sick leave days, shall be credited with an additional ten (10) sick leave days added to the ten (10) days credited for the 1991-92 school year not to exceed 130 days.

Sick leave shall be taken in the event of teacher illness or disability or to attend to the illness of spouse, child, stepchild, foster child, parent or stepparent. This leave shall not be used for the routine care of parents.

2. Each teacher will receive written notice in September indicating the amount of sick leave accumulated.
3. Teachers who have exhausted their accumulated sick leave and who remain unable to report for work as a result of a physical or mental disability shall be placed on an unpaid leave of absence for such time as necessary for adequate recovery from such illness or disability.
4. The District may require a doctor's statement regarding the necessity for any sick leave and/or verifying the ability of the teacher to return to work when necessary.
5. The employee shall return to work when his/her physician indicates the employee is physically able to do so. Failure to return when so indicated may result in the employee's termination.

#### Section E - Funeral Leave

1. A teacher will be granted a maximum of three (3) days leave for each death in the immediate family of said teacher. Immediate family is limited to children, step-children, spouse, siblings, parents, parents-in-law, grandchildren, grandparents, son-in-law or daughter-in-law, brother-in-law or sister-in-law.

An additional two (2) days of paid leave may be granted by the Superintendent, which shall be charged to the teacher's sick leave if he/she has over five (5) days accumulated.

2. Additionally, the Superintendent, in his sole discretion, may grant one (1) day per occurrence to attend to the death of a non-immediate family member.

#### Section F - Association Leave Days

There will be ten (10) Association leave days provided each year of this agreement, to attend to Association business. The cost of providing for a substitute teacher will be borne by the FEA.

#### Section G - Compensated Leave

1. Three teachers per year shall be given the option of a leave of absence for one (1) year with life, health and dental insurance benefits paid by the Board. A minimum of thirteen (13) years of experience in the Fremont Public Schools shall be necessary to qualify. The teacher(s) on leave shall return to their same position the following year.
2. In the event that more than three teachers apply for leave, determination shall be on the basis of seniority. Teachers making application for leave shall notify the Superintendent in writing by February 1.

3. The Superintendent, at his discretion, shall have the right to deny a leave if a qualified replacement cannot be found by June 1.
4. The teacher may advance on the salary schedule if the Superintendent determines the leave was used to improve that teacher's teaching skills.
5. The teacher(s) on leave must notify the Superintendent in writing by April 15, if they wish to return. Failure to notify the Superintendent in writing by April 15, may result in termination of employment.

#### Section H - Family and Medical Leave

All provisions of the Family and Medical Leave Act shall be observed by the parties, but in the event that a greater contract benefit exists, the contractual benefit shall prevail.

#### Section I - Adoption Leave

Teachers shall be given an unpaid leave of absence up to one (1) year to attend to the adoption of a child or to attend to the adopted child. The District will continue the teacher's health care coverage under this leave policy through the end of the month in which the first twelve (12) workweeks of this leave expire or through the end of the month in which the teacher has exhausted any accumulated sick leave, whichever period is longer. The teacher shall be returned to his/her previous teaching position when returning from the adoption leave which must coincide with the beginning of any new semester if the adoption leave is set to expire within five (5) weeks of the end of any semester. It is understood that the adoption leave is available to both male and female teachers.

#### Section J - Child Care Leave

Teachers shall be given an unpaid leave of absence up to one (1) year to attend to the child care of his/her child. The District will continue the teacher's health care coverage under this leave policy through the end of the month in which the first twelve (12) workweeks of this leave expires or through the end of the month in which the teacher has exhausted any accumulated sick leave, whichever period is longer. The teacher shall be returned to his/her previous teaching position when they return from the child care leave which must coincide with the beginning of any new semester if the child care leave is set to expire within five (5) weeks of the end of any semester. It is understood that the child care leave is available to both male and female teachers.

#### Section K - Leave Reporting

Teachers shall fill out a leave form after the use of regularly compensated leave. The form shall include only the following: name of teacher, building, date on which leave was used, type of leave used, i.e., sick leave, personal business leave, jury duty, Association and bereavement. The form shall be kept with payroll records and shall not be a part of the teacher's personnel file.



## ARTICLE XVI

### TRANSFER OF EXPERIENCE

The Superintendent may grant up to thirteen (13) years of teaching experience to teachers transferring into the Fremont School District.

## ARTICLE XVII

### EDUCATIONAL COST REIMBURSEMENT

#### Section A

One Hundred Dollars (\$100.00) expense reimbursement will be paid per credit hour up to five (5) classes per year. To qualify the teacher must have completed the requirements for a permanent, continuing or professional educator's certificate (i.e., 18 hours).

#### Section B

Continuing education units offered by accredited colleges or universities will be reimbursable up to a maximum of six (6) per year and not to exceed Sixty-Five Dollars (\$65.00) per unit reimbursement.

#### Section C

Proof must be presented to the Superintendent that a candidate has completed the course successfully before payment is made. Such proof shall include transcript or grace receipts or letters from the instructors. Such proof shall be presented within six (6) months of the issuance of such documentation.

#### Section D

1. District Education Units (DEU's) will apply to the MA schedule. District Education Units earned before the employee receives his/her MA degree will be applied to the MA schedule after he/she receives the MA degree.
2. The Curriculum Coordinator, in cooperation with the S.D.P.B. and/or the ISD will schedule, coordinate and provide professional development opportunities. The Curriculum Coordinator will determine which sessions and inservices will be eligible for DEU credit.
3. DEU classroom contact hours:  
  - 1 DEU = 15 classroom contact hours
  - 2 DEU = 27 classroom contact hours
  - 3 DEU = 36 classroom contact hours

## ARTICLE XVIII

### RETIREMENT

Note: Current language with the following change remains in the contract for the 1997-98 and 1998-99 school years. For 1999-2000, the attached Letter of Agreement (Appendix XV) regarding retirement incentives replaces the language in this Article.

#### OPTION I

The Board shall offer early retirement to teachers who are now 58 year of age or over, or who will be 58 years of age by December 1 of each school year. The teachers must have 20 years of employment in the Fremont Public School System. The Board will pay \$5,000.00 per year (\$416.66 per month) for early retirement, beginning on September 1 following notice; up to the month the retiree is age 62.

The Board will carry retirement health insurance, Blue Cross and Blue Shield, to age 65.

Retirement notice must be given to the Superintendent in writing no later than May 1.

Teachers meeting the age and total service criteria, but with less than 20 years of service in the Fremont Public School system may apply for early retirement under this section. The Board of Education may grant such requests at their discretion.

In lieu of Option I, eligible teachers may, in their sole discretion, elect Option II below:

#### OPTION II

1. Teachers who apply for early retirement in writing to the Superintendent at the end of the school year by May 1, 1998 and each April 1 during this Agreement thereafter, shall receive \$15,000 on the first pay period after the last regular teacher pay period of the school year, with \$10,000 paid by the last day of January, the first year following retirement and a final payment of \$5,000 paid by the last day of January, the second year following retirement, under the following conditions:
  - a. Eligible to retire under the provisions of the Michigan Public School Employees Retirement System - MIP or Basic.
  - b. Have equivalent of at least nineteen (19) years of employment in Fremont Public Schools as defined by Michigan Public School Employees Retirement System. The Board may waive this provision in its sole discretion.

The District will make available current retirement health insurance offered by the Michigan Public School Employees Retirement System, with the Board of Education to reimburse retirees up to \$50.00 per month payable bi-annually until the teacher reaches full social security eligibility.

2. This retirement plan expires by its terms at the expiration date of this Agreement without regard to extensions unless extended by mutual agreement of the parties.

## ARTICLE XIX

### INSURANCE

#### Section A

The Board will provide fully paid, single subscriber, self and spouse, or fully family insurance coverage, whichever is applicable for all teachers, MESSA - PAK coverage consisting of the following:

#### PAK A

- MESSA/Blue Cross SuperMed I
- MESSA LTD, Plan II (which includes COLA, Freeze on offsets, drug, alcohol and mental, nervous treated same as any other illness) at 70% of the bargaining unit member's monthly salary to a maximum of \$5,000 per month with Educational Supplement Program, ninety (90) calendar day modified fill
- Delta Dental Plan E, Orthodontic Rider 007 with Internal and External Coordination of Benefits
- Negotiated Term Life insurance with AD&D in the amount of \$40,000 for each teacher
- Vision - VSP3

Bargaining unit members not electing MESSA-PAK A will select MESSA-PAK B.

#### PAK B

For those employees not electing health insurance, the MESSA SuperMed I single subscriber monthly premium rate as a cash option shall be available toward the MESSA and MEA Financial Services non-taxable options and annuities via the 125 plan noted in Section B.2. below for a full twelve (12) month period. Such premiums shall be used toward MESSA and MEA Financial Services non-taxable options at the employee's discretion.

- MESSA LTD Plan II at 70% of the bargaining unit member's salary to the maximum of \$5,000 per month with the Educational Supplement Program, ninety (90) calendar day modified fill
- Delta Dental Plan E, Orthodontic Rider 007 with Internal and External Coordination of Benefits
- Negotiated Term Life insurance with AD&D in the amount of \$40,000 for each teacher
- Vision - VSP3

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\*All MESSA health coverage excludes abortion coverage.



## Section B

1. All insurance coverage shall commence on September 1st of each year and will continue until August 31st of each year for all teachers.
2. Payroll deduction shall be available for all MESSA and MEA Financial Services programs. In accordance with the qualified plan negotiated by the Board pursuant to Section 125 of the Internal Revenue Code, eligible employees not electing health insurance will be provided the cash option and other options available as part of the PAK B. Employees selecting a cash option may enter into a salary reduction agreement and use the cash to purchase an annuity.
3. An open enrollment period shall be held annually at a time that is mutually agreeable to the Association, the Administration and the Insurance Carrier.
4. The employer shall sign an Employer Participation Agreement.

## Section C

All insurance benefits are subject to underwriting rules and regulations of the named carrier.

## Section D

Beginning on September 1, 1994 and thereafter, the District shall provide, without cost to the employee, long term care insurance protection; \$100 per day, 2-year maximum benefit with a 90-day waiting period and no inflation rider, for a full twelve (12) month period for the bargaining unit member only.

ARTICLE XX

SALARY SCHEDULES

1997-98 SALARY SCHEDULE

STEP	BA	MA	MA+20
1	29,377	32,315	35,252
2	30,846	33,784	36,721
3	32,315	35,252	38,190
4	33,784	36,721	39,659
5	35,252	38,190	41,128
6	36,721	39,659	42,450
7	38,190	41,715	44,066
8	39,659	43,184	45,534
9	41,128	44,653	47,003
10	42,597	46,416	48,472
11	44,066	47,885	49,941
12	45,534	49,353	51,410
13-14	47,003	52,291	52,879
15-19	49,941	53,466	55,816
20-24	51,410	54,347	57,285
25	52,879	55,816	58,754

1998-99 SALARY SCHEDULE

STEP	BA	MA	MA+20
1	30,188	33,207	36,226
2	31,697	34,716	37,735
3	33,207	36,226	39,244
4	34,716	37,735	40,754
5	36,226	39,244	42,263
6	37,735	40,754	43,622
7	39,244	42,867	45,282
8	40,754	44,376	46,791
9	42,263	45,886	48,301
10	43,773	47,697	49,810
11	45,282	49,206	51,320
12	46,791	50,716	52,829
13-14	48,301	53,735	54,338
15-19	51,320	54,942	57,357
20-24	52,829	55,848	58,867
25	54,338	57,357	60,376

## 1999-2000 SALARY SCHEDULE

For school year 1999-2000 "Average county settlements as determined by December 1, 1999" shall be calculated as follows:

The BA base wage for each of the other four county K-12 schools (Grant, Hesperia, Newaygo and White Cloud) and the Newaygo County ISD with contracts settled as of December 1, 1999 shall be compared to the previous school year BA base wage in each case. The per cent increase in BA base from 1998-1999 to 1999-2000 shall be calculated for each district and then averaged. Note: If additional compensation on the base salary is the result of an agreement by the local district and association to increase hours or days of instruction/work or due to an agreement to reduce benefit levels to increase the base salary level, then that amount will be converted into a percentage and subtracted from the percentage increase calculation.

Example:	% Increase 1999-2000	Incl. 1 additional work day	Incl. no refund of insurance deductible*	Adjusted percentages
Grant	3.12	-.50		2.62
Hesperia	2.80		-.20	2.60
Newaygo	2.70			2.70
White Cloud	2.65			2.65
NCISD	2.75			2.75
<b>TOTAL</b>	<b>14.02</b>			<b>13.32</b>
<b>AVERAGE</b>	<b>2.80</b>			<b>2.66</b>

\*Hypothetical assumptions for example only.

The salary schedule increase for Fremont would then be 2.66%.

For purposes of determining some values, it is agreed that:

The cost of one additional work day (based on 7 hours/day) in the calendar would be valued at a cost of ½ percent.

Other variables could be calculated as follows:

The cost of the item compared to one day's average teacher salary cost:

For example: Insurance deductible refund total cost might be \$12,000 to a district.

That district's cost for teacher wages for a day might be \$30,000.

$\$12,000/\$30,000 = .4$

The .4 divided by two (since a days teacher wages are equivalent to ½ percent) = .2.

## Section A

The first payment during the school year will be made no later than the second Friday after the first day of teacher attendance in conformance with the District's regular payroll date.

## Section B

Salary schedules shall be paid in twenty-six (26) equal payments unless the teacher notifies the Business Office that they would like their salary paid in twenty (20) payments with a one lump sum payment on the last day of school.

Beginning with the 1992-93 school year teachers shall have the following payment options:

1. Salary shall be paid in twenty-one (21) equal payments beginning with the first Friday in which the teacher has a work day at the beginning of the school year.
2. Teachers who wish may notify the Business Office on the first teacher day of the school year and elect to have their pay over twenty-six (26) equal pays, such pay to be dispersed as outlined above.
3. Teachers who wish may notify the Business Office on the first teacher day of the school year and elect to have their pay calculated and paid on the basis of twenty-six (26) pays throughout the school year, with the balance of the contracted amount payable in a lump sum on the last teacher work day.

## Section C

Salary deductions will be calculated on the basis of days not worked over the number of teacher working days times the teacher's salary, i.e.

Salary Deduction - (days not worked/total contracted working days) X Teacher's salary.

## Section D

As of the effective date of this agreement, to be placed on the Master's Degree Schedule, a teacher must have a Master's Degree. Those teachers holding a permanent certificate shall be placed on the Master's Degree Schedule upon completion of 36 hours of graduate work.

## Section E

A teacher to be placed on the Master's plus 20 salary schedule must take the 20 hours subsequent to the Master's degree.

All credits beyond the Master's Degree must be for a graduate level course from an accredited college or university completed with the equivalent of a B or better. Provided, however, in appropriate circumstances as determined by the Superintendent, undergraduate

credits may be counted for purposes of this Section but only where prior approval from the Superintendent is obtained in writing.

#### Section F

All adjustments to salary as a result of additional training shall be effective at the beginning of the semester following the date on which courses are successfully completed and upon presentation of appropriate credentials. A letter from the awarding university stating the degree is finished would constitute temporary credentials until the appropriate credentials arrive.

#### Section G

For the purpose of determining salary for less than full time teachers, the following schedule shall be followed:

A teacher assigned 5 hours per week -  $1.14285/7 \times$  Salary Step

A teacher assigned 10 hours per week -  $2.2856/7 \times$  Salary Step

A teacher assigned 15 hours per week -  $3.714/7 \times$  Salary Step

A teacher assigned 20 hours per week -  $4.714/7 \times$  Salary Step

Any teacher assigned more than twenty (20) hours per week will be considered a full-time teacher.

#### Section H - Pay for the extension of the school year

1. Work defined as non-instructional, such as routine classroom equipment repair and physical maintenance will be paid at a rate of \$18.00 per hour. Prior approval must be granted by the building administrator or appropriate supervisor.
2. School improvement, curriculum, curriculum improvement and/or other related activities will be paid under the provisions of Appendix V of this agreement for 1997-98, then under Article XXII for 1998-99 and 1999-2000.
3. Teachers hired to teach in the district's summer program will be paid at their per diem rate provided:
  - a. the expectation of responsibilities will remain the same as during the school year (e.g., student evaluation, parent communication and preparation) and
  - b. funding for the program is through district sources.
4. Teachers involved in special programs funded by non-district sources (e.g., TFAF, other grants) will be paid at the rate specified in the grant.



### Section I

The salary of any teacher who is laid off at the end of the school year, paid unemployment compensation during the summer and subsequently recalled at the beginning of the next school year will be adjusted so that the teacher's unemployment benefits plus his/her annual salary will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off.

### Section J

In the event a teacher substitutes for another teacher during their preparation period, then the subbing teacher shall be paid \$17.00 per class hour at the option of the teacher.

## **ARTICLE XXI**

### **EXTRA-CURRICULAR SALARIES**

#### Section A

The schedule for payment of extracurricular salaries to be determined on a percentage basis is hereby attached.

#### Section B

Base salary will be used for the purpose of determining the percentage paid for extra curricular salary. However, teachers shall advance one step on the Bachelor's schedule for each year of experience to a maximum of the sixth (6th) step.

#### Section C

Coaches transferring into the system will be guaranteed the transfer of one year of experience in a sport if the experience was at the same or higher level.

#### Section D

Where a new coaching position is created, the position will only be filled when qualified personnel, as determined by the Athletic Director and the Administration, is available.

#### Section E - Band Director

The Band Director will receive 13% of the base salary schedule up to the sixth step for all High School and Middle School activities during the school year. These activities will include but not be limited to: H.S. fall marching band which includes one week of band camp and one week of practice, pep band, H.S. & M.S. Christmas Concert, H.S. & M.S. Spring Concert, H.S. & M.S. Solo and Ensemble, H.S. & M.S. Band Festival, H.S. & M.S. Memorial Day Parade and commencement exercises.

The Band Director will receive 8% of the base salary up to the sixth step for Fifth Grade, Middle School and High School band activities that occur during the summer months. These activities include but are not limited to: Baby Food Festival Parade, summer lessons for the beginning, Middle School and High School bands. Summer band will be five days per week for 4 weeks at 6 hours per day.

Section F - Driver Education

Driver education salaries shall increase the same percentage as the teacher salary schedule.

EXTRACURRICULAR SALARIES		
<u>FOOTBALL</u>		
Head Varsity	12.5	
Asst. Varsity (2)	8.5	
Head J.V.	8.5	
Asst. J.V.	8.5	
Head Freshman	8.5	
Asst. Freshman	8.5	
8 <sup>TH</sup> Grade (2)	6.0	
<u>CO-ED CROSS COUNTRY</u>		
Head Varsity	10.0	
Assistant	6.0	
Middle School	6.0	
<u>GOLF</u>		
Head Varsity	8.0	
<u>BOYS BASKETBALL</u>		
Head Varsity	12.5	
Jr. Varsity	8.5	
Freshman	8.5	
8 <sup>th</sup> Grade	6.0	
7 <sup>TH</sup> Grade	6.0	
<u>WRESTLING</u>		
Head Varsity	12.5	
Jr. Varsity	8.5	
Middle School	6.0	
<u>SWIMMING - GIRLS</u>		
Head Varsity	12.5	
Assistant Varsity	8.5	
Middle School (Co-ed)	6.0	
		<u>GIRLS BASKETBALL</u>
		Head Varsity
		12.5
		Jr. Varsity
		8.5
		8 <sup>th</sup> Grade
		6.0
		7 <sup>th</sup> Grade
		6.0
		<u>SWIMMING - BOYS</u>
		Head Varsity
		12.5
		<u>TRACK</u>
		Head Varsity
		9.5
		Asst. Varsity
		7.5
		Middle School
		6.0
		<u>VOLLEYBALL</u>
		Head Varsity
		12.5
		Jr. Varsity
		8.5
		9 <sup>TH</sup> Grade
		6.0
		8 <sup>th</sup> Grade
		6.0
		7 <sup>th</sup> Grade
		6.0
		<u>SOFTBALL</u>
		Head Varsity
		9.5
		Jr. Varsity
		7.5
		<u>CHEERLEADING</u>
		<u>VARSITY &amp; J.V.</u>
		Fall
		7.0
		Winter
		8.5
		<u>ASSISTANT CHEERLEADING</u>
		Fall
		3.0
		Winter
		4.0

<u>BASEBALL</u>	
Head Varsity	9.5
Jr. Varsity	7.5
<u>TRACK - BOYS</u>	
Head Varsity	9.5
Head J.V.	7.5
Middle School	6.0
<u>GIRLS SOCCER</u>	6.0
Sr. High Student Council	6.5
M.S. Student Council	6.5
Theatre (plays director)	6.0 each
Theatre Assistant	3.0 each
School Year Band	13.0
Summer Band	8.0
Mentor Program	3.0
<u>ODYSSEY COORDINATOR</u>	2.0
<u>PROFESSIONAL MENTOR</u>	3.0

<u>POM PON</u>	4.0
<u>SUMMER AGRICULTURE 11 MONTH CONTRACT</u>	
<u>TENNIS</u>	
Head Varsity	8.0
<u>SOCCER</u>	
Varsity	9.5
Jr. Varsity	7.5
<u>CHOIR</u>	
per following description:	
high school	3.0
middle school	2.5
Daisy Brook	1.5
<u>STRINGS</u>	
high school	3.0
middle school	2.5
<u>THEATRE ASSISTANT</u>	3.0 each

\*If two (2) coaching positions are combined, the pay will be 75% of the combined salaries.  
Base salary: from BA step 1 to BA step 6.

### CHORAL NIGHT ACTIVITIES

The Middle and High School Choral Director will receive extra duty pay in the following amounts for CHORAL NIGHT ACTIVITIES: H.S. and M.S. 2.0% of the base salary; Daisy Brook, 1.5%; and for 6th Grade Strings .5%. It is understood that if evening performances are not completed, the extra duty salary will not be paid.

These activities shall include but not be limited to: H.S. and M.S. Christmas and Spring Concerts; H.S. District and Seaway Conference Choral Festival; H.S. Solo/Ensemble Festival; and M.S. Musical Theatre presentations.

Informal concerts will be given at the Fremont Elementary Schools, Medical Care Facility and Meadows Nursing Center and the Fremont Jaycees Annual Children's Christmas Festival.

**Schedule B Department Heads  
School Improvement Chair  
School Improvement Committee**

	# of Teachers	Percent	98-99 Amount Per Teacher	98-99 Total	99-00 Amount Per Teacher	99-00 Total
<u>Elem. Grade Level Chairs</u>						
Pre K-, K	1	3%	\$906	\$906		
1 <sup>st</sup> Grade	1	3%	906	906		
2 <sup>nd</sup> Grade	1	3%	906	906		
3 <sup>rd</sup> Grade	1	3%	906	906		
4 <sup>th</sup> Grade	1	3%	906	906		
5 <sup>th</sup> Grade	1	3%	906	906		
K-5 Special Ed.	1	3%	906	906		
Total Elem. Schools				\$6,339		
<u>Middle School Dept. Chairs</u>						
(5 or greater staff in department = 3%, 4 or less staff in department = 2.25%)						
Language Arts	1	3%	\$906	\$906		
Science	1	3%	906	906		
Social Studies	1	3%	906	906		
Math	1	3%	906	906		
Exploratory	1	2.25%	679	679		
Technology	1	2.25%	679	679		
Special Ed.	1	3%	906	906		
Total Middle School				\$5,887		
<u>High School Dept. Chairs</u>						
(5 or greater staff in department = 3%, 4 or less staff in department = 2.25%)						
Life Skills (5)	1	3%	\$906	\$906		
(Home Economics, Business/Computers, Industrial Arts)						
Science (5)	1	3%	906	906		
(Science, Agriculture)						
Humanities (3)	1	2.25%	679	679		
(Foreign Language, Art)						
Math (5)	1	3%	906	906		
Language Arts (6)	1	3%	906	906		
Social Studies (5)	1	3%	906	906		
Special Education (7)	1	3%	906	906		
Total High School				\$4,302		
<u>Alt. Ed. Dept. Chair (3)</u>	1	2.25	\$679	\$679		

K-12 Departments

MUSIC	1	3%	\$906	\$906
Guidance/Counseling	1	2.25%	679	679
Media/Technology	1	2.25%	679	679
Physical Education	1	3%	906	906
Health	1	2.25%	679	679
<b>Total K-12 Departments</b>				<b>\$3,849</b>

School Improvement Chairs/Committees - Elementaries

Pine Chair	1	3%	\$906	\$906
Pathfinder Chair	1	3%	906	906
Daisy Brook Chair	1	3%	906	906
School Improvement Chairs	15	1.5%	453	6,792
<b>Total Elem. School Impr.</b>				<b>\$9,509</b>

School Improvement Chairs/Committees - Middle School

Middle School Chair	1	3%	\$906	\$906
School Improvement Chairs	5	1.5%	453	2,264
<b>Total M.S. School Impr.</b>				<b>\$3,170</b>

School Improvement Chairs/Committee - High School

High School Chair	1	3%	\$906	\$906
School Improvement Chairs	5	1.5%	453	2,264
<b>Total H. S. School Impr.</b>				<b>\$3,170</b>

**GRAND TOTALS : ADDITIONAL SCHEDULE B POSITIONS \$36,905**

K-12 Curriculum Committee Chairs (up to 10)

Math	1	1.5%	\$453	\$453
Language Arts	1	1.5%	453	453
Science	1	1.5%	453	453
Social Studies	1	1.5%	453	453
Life Skills	1	1.5%	453	453
<b>Total K-12 Curr. Chairs (from curriculum funds)</b>				<b>\$2,265</b>

**TOTALS INCLUDING K-12 COMMITTEE CHAIRS \$39,170**

This schedule to be implemented in 1998-99.

The previous 96-97 contract regarding logged time language applies for 1997-98.



## ARTICLE XXII

### PROFESSIONAL TIME

Professional time is to be used between July 1 and June 30 to coincide with the school district fiscal year. Teachers may use professional time beginning July 1 of any year in advance of the coming school year for individual or team planning, etc.

All professional time used during the school year or the month of June must be tabulated and given to building administrators by June 30<sup>th</sup>.

#### Section A

The Board and the Association recognize that teachers are professionals and that their duties as teachers are not always confined to the school day. A teacher's responsibility to their students and to their profession entails an expenditure of a reasonable amount of time beyond the regular classroom day. Such responsibilities may include professional meetings, conferring with parents and students, school functions, such as open house and other school activities, and service on building or district level committees. Each teacher will be required to serve on a minimum of one such committee mutually agreed upon by the principal and teacher.

Note: This paragraph is a philosophical statement and shall not have the effect of modifying or changing any other area of the collective bargaining agreement nor shall it sanction the change of any district practice regarding building meetings, open houses, conferences, service on committees.

#### Section B

The Board and the Association recognize the involvement of teachers in in-service training and curriculum improvement activities and such involvement shall continue to be encouraged.

1. Department Heads, Grade Level Chairs and Building School Improvement Committee members shall receive the compensation found in Article XXI, Schedule B of this Agreement. Department Heads and Grade Level Chairs will be appointed annually. These positions will be posted annually according to the contractual posting procedure. The affected grade levels and departments shall have input regarding the filling of the posting and the administrator in each respective school shall consider the input when making the annual appointments for his/her building.
2. Compensation shall be received in three equal installments: at the conclusion of the first semester, at the conclusion of the second semester and the last scheduled pay date prior to the commencement of the next school year or in one lump sum on the last pay period of the school year.
3. Teachers not compensated under this portion of Schedule B shall be eligible for up to 20 hours of "professional time" paid at the rate of \$22.00 per hour. These teachers will meet with their principal and submit a plan outlining how they plan to accomplish their 20 hours. The plan will be mutually agreed upon between the teacher and the principal. If no agreement can be reached, a dispute resolution panel comprised of the District Wide School Improvement Committee will

review the disputed plan and recommend if it qualifies for "professional time" reimbursement. Such plans may be rejected thereafter, if the Superintendent, upon his reasonable determination, concludes that the plan does not meet the District's beliefs, philosophy, student outcomes or programmatic needs.

It is agreed that ten of the twenty professional time hours may be directed by the building principal into school improvement activities that the building staff decides are needed.

The remaining hours of the 20 professional hours can be fulfilled if they come from the following areas: clubs, class sponsorships, Gifted and Talented, OM, Young Authors, committees (as outlined on the logged time list of 1993-96), curriculum enhancement (as outlined on the logged time list of 1993-96) or other activities which are mutually agreed as fulfilling the mission of the District.

### Section C

1. No bargaining unit member may be required to participate in professional time or chairpersonship or headship. Further, no bargaining unit member shall be required to perform more than the selected professional time.
2. In the event a bargaining unit member is unable, for some good cause as approved by the principal, to fulfill his/her professional time obligations in any given year, then those obligations shall be rolled into the second year presuming this provision is extended in a future bargaining agreement.
3. A list of illustrative professional time activities shall be attached.
4. The professional time activity, once selected by the teacher and agreed to as part of the approved plan, shall be scheduled by the teacher. Such a schedule may, at the discretion of the teacher, be scheduled outside of the regular school calendar. In no case shall time be counted before July 1 of the upcoming year or extend beyond June 30 for the preceding school year other than situations as outlined in C2 above.

### PROFESSIONAL TIME SELECTION LIST

1. Chairpersons  
Young Authors  
School Improvement Committee (Curriculum)  
Accreditation Committee  
Professional Staff Development  
Gifted/Talented  
Department/Grade Level  
6th Grade Camp
2. Committees  
Young Authors  
School Improvement Committee (Curriculum)  
Accreditation Committee  
Professional Staff Development  
Gifted/Talented

District-wide School Improvement Team  
School Improvement Committee  
Research & Development (only as related to H.S. Study Hall not logged time)  
Department/Grade Level  
6th Grade Camp.

3. Curriculum Enhancement

Advanced Placement Courses (teachers are running it and preparing portfolios)  
Science Challenge  
Field Trips  
Geography Bee  
MCTM Math  
Citizens Bee  
Spell Down  
6th Grade Camp  
Life Skills  
Jr. Great Books  
Close Up  
Art Programs  
Math Challenge  
Showcase  
Lab/Studio Prep (only as related to H.S. Study Hall not logged time)  
Middle School Newspaper

4. Building/Site Projects

Parent Contact - Home Visits  
Special Events (currently defined as:)

Open House  
Chaperon  
Carnival  
Preschool Family Picnic  
School Board Meetings (as required by School Improvement Committee)  
Interviewing Candidates

5. Professional Development

In-service  
Workshops

6. Sponsors

Class  
National Honor Society (or release time)  
Clubs  
Mock Rock  
Odyssey of the Mind

ARTICLE XXIII

EXCLUSION OF TENURE IN POSITION

bargaining unit member, who has not previously attained tenure under the Michigan Teacher's Tenure Act, MCLA 38.71 et. seq., in a position other than a classroom teacher, who is placed in a bargaining unit position other than a classroom teacher, shall not be deemed to have tenure in such a position by virtue of this contract or any individual contract for such non-classroom bargaining unit position but shall be deemed to have continuing tenure as an active classroom teacher.

DURATION OF AGREEMENT

This agreement is the complete agreement between the parties. This agreement shall become effective on August 19, 1997, and will remain in effect until August 19, 2000. A request for the reopening of negotiations must be made in writing by February 1, 2000.

FREMONT EDUCATION ASSOCIATION

Arthur L. Gray 6-2-98 Terry Turan 4/27/98  
Chief Negotiator Date Representative Date

Cheryl A. Maffei 5-19-98 Dawn C. Find 4/27/98  
Representative Date Representative Date

FREMONT BOARD OF EDUCATION

Diana S. Kest 6-2-98 Lilly King 6-2-98  
President Date Secretary Date

Robert DeChia 6-2-98  
Superintendent Date

APPENDIX I

GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_ School District \_\_\_\_\_

GRIEVANCE REPORT

Submit to Principal in Duplicate

Building \_\_\_\_\_

Assignment \_\_\_\_\_

Name of Grievant \_\_\_\_\_

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

=====

STEP 1

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. Date Cause of Grievance Occurred \_\_\_\_\_

1. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_

C. Disposition of Principal \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date



D. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

STEP II

A. Date Received by Superintendent or Designee \_\_\_\_\_. If additional space is needed in reporting Sections B 1 & 2 of Step 1, attach an additional sheet.

B. Disposition of Superintendent or Designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

STEP III

A. Date Received by Board of Education or Designee \_\_\_\_\_

B. Disposition of Board \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

STEP IV

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitrator \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

## APPENDIX II

### MEMORANDUM OF UNDERSTANDING

The parties recognize that attendance at staff and committee meetings are necessary for carrying out teacher duties in a conscientious and professional manner and that many such committee or staff assignments are assumed voluntarily by Fremont teachers. In recognition of these factors the Administration will endeavor to keep the number and length of required meetings at the level appropriate to accomplish the educational goals of the District.

### APPENDIX III

#### LETTER OF UNDERSTANDING

It is understood by the parties that Nancy Keyser has already been scheduled for the 1990-91 year and that she will not receive the uninterrupted prep period set forth in Article V, Section B of the Collective Bargaining Agreement. It is understood that this shall not be a violation of the Collective Bargaining Agreement and that as long as she is teaching a sixth period she shall be paid for that sixth period in accordance with the principles set forth in Article VI, Section E of the Agreement.

Mrs. Keyser will submit her suggestions for improving her schedule to appropriate building principals by May 1st of 1991.

APPENDIX IV

LETTER OF AGREEMENT

The following items are agreed to for the implementation of the Middle School Team Planning Program:

1. All Middle School teachers will be assigned a common team planning period (currently 45 minutes). It is understood that this team planning period will be included in the current contracted school day.
2. All Middle School teachers will be responsible to work with their team on democratically established goals during said assigned team planning period.
3. Teaching assignments during said team planning period may be accepted to enhance team goals and only after team consensus. Such assignments shall be paid pursuant to the provisions of the current contract agreement covering sixth hour assignments. The total amount for all assignments shall not exceed that agreed upon by the parties.
4. Revisions of the team planning program may be made by mutual agreement of the FEA and the Fremont Board of Education.

Board of Education \_\_\_\_\_ Date \_\_\_\_\_

Fremont Education Association \_\_\_\_\_ Date \_\_\_\_\_



## APPENDIX V LOGGED TIME

Logged time expires June 30, 1998. Note: to be replaced July 1, 1998 with Professional Time, see Article XXII.

### Introduction

The parties recognize that teachers have always been involved in in-service training, school and curriculum improvement and extra-curricular activities not set out in the Schedule B and such participation shall continue. The parties also recognize the importance of participation in the larger life of the District by all bargaining unit members. Therefore, bargaining unit members shall be paid for certain logged time activities in addition to the normal school day on the following basis.

### Generation

1. For 1993-94, school year only, those teachers selecting twenty (20) hours of logged time will have ten (10) hours available to be used as set forth below. The remaining ten (10) hours must be used in school improvement activities as determined by the site-based decision making process in each building. Those choosing the ten (10) hour plan shall use all ten (10) hours for school improvement activities. Logged time (defined by mutual agreement) shall be available to all members of the bargaining unit on an equal basis, with each teacher able to select either a ten (10) or twenty (20) hour option, such hours to be available to each bargaining unit member.
2. Of those available logged hours, teachers shall be obligated during the course of the year, to fulfill a selected number of logged hours from the logged activities list (or as provided further in the document). No more than the selected (10 or 20) number of logged hours may be required of any bargaining unit member.
3. In the event a bargaining unit member is unable, for good cause, to fulfill his/her logged time obligations in any given year, then those obligations shall be rolled into the second year presuming this provision is extended in a future bargaining agreement.
4. A list of all current, automatically approved logged time activities shall be attached (included herein) to this document. This list, although illustrative, shall not be definitive. All teachers may make logged time selections from the list, provided, of course, that the activity is available to that teacher. Activities with limited availability shall be first awarded to teachers who have previously performed the activity, have been assigned, have been elected or appointed to the activity, or is the only applicant. If a dispute arises regarding the availability of these logged positions beyond the foregoing, then seniority shall govern.
5. The logged time activity shall be selected by the bargaining unit member at his/her discretion and scheduled by the teacher as far as possible. However, a bargaining unit member may voluntarily schedule the performance of logged time activities after the close of the regular school calendar.

6. The establishment of logged time requires the formation of meaningful opportunities for all teachers taking into account their grade levels, involvement in other school related activities and teacher schedules as well as staff talents and interests. The parties agree that, in addition to logged time activities already enumerated, a list of acceptable activities should be generated and provided to each teacher within a reasonable time to plan for the appropriate school year.

- a. The district may increase the eligible logged time activity/list with any District-initiated addition.
- b. Bargaining unit members may approach the Building School Improvement Committee, the Accreditation Committee and/or the District-wide School Improvement Committee with requests for additions to the logged time list, on an individual basis. Each proposal should address the accomplishment or furtherance of District beliefs, philosophy or student outcomes and be considered in that light.

The Building or District Committees shall have the power to approve or deny any plan submitted. Such plans may be rejected by the Administration upon its reasonable determination that the plan does not further the District's beliefs, philosophy, student outcomes, economic or programmatic needs.

### **Limitation and Expiration**

This Logged Time Letter of Understanding shall expire with the 1993-96 Master Agreement, unless extended by mutual agreement of the parties.

### **Compensation**

1. All actual teaching activities shall be paid at per diem.
2. All logged time activities that do not fall under #1 above shall be paid at the rate of \$22.00 per hour for each hour up to twenty hours (20) as outlined under the Generation section of this document.
3. All logged time activities shall be filed before the end of the current school year and shall be paid within thirty (30) days of the date of submission, to the extent the logged time has been completed.
4. Logged time shall be filed and credited in fifteen (15) minute intervals. The parties and each teacher will exercise reasonable judgment in logging and crediting such hours.

## LOGGED TIME SELECTION LIST

### 1. Chairpersons

Young Authors  
School Improvement Committee (Curriculum)  
Accreditation Committee  
Professional Staff Development  
Gifted/Talented  
School Improvement Committee  
Department/Grade Level  
6th Grade Camp

### 2. Committees

Young Authors  
School Improvement Committee (Curriculum)  
Accreditation Committee  
Professional Staff Development  
Gifted/Talented  
District-wide School Improvement Team  
School Improvement Committee  
Research & Development (only as related to H.S. Study Hall not logged time)  
Department/Grade Level  
6th Grade Camp.

### 3. Curriculum Enhancement

Advanced Placement Courses (teachers are running it and preparing portfolios)  
Science Challenge  
Field Trips  
Geography Bee  
MCTM Math  
Citizens Bee  
Spell Down  
6th Grade Camp  
Life Skills  
Jr. Great Books  
Close Up  
Art Programs  
Math Challenge  
Showcase  
Lab/Studio Prep (only as related to H.S. Study Hall not logged time)  
Middle School Newspaper

4. Building/Site Projects

Parent Contact - Home Visits  
Special Events (currently defined as:)

Open House  
Chaperon  
Carnival  
Preschool Family Picnic  
School Board Meetings (as required by School Improvement Committee)  
Interviewing Candidates

5. Professional Development

In-service  
Workshops

6. Sponsors

Class  
National Honor Society (or release time)  
Clubs  
Mock Rock  
Odyssey of the Mind

## APPENDIX VI

### HIGH SCHOOL SCHEDULE AGREEMENT

The teaching load in the senior high school, except for media center, guidance counselor and band shall consist of five (5) academic classes, one (1) preparation period and one (1) period as follows:

1. Teaching an additional or voluntary or assigned academic class as set forth in Article VI, Section E of the agreement.
2. Maintain a schedule of one-half of the days per week engaging in logged activities (attached) and one-half of the days per week engaging in logged activities (attached) and/or the following activities:

It is understood that research, curriculum implementation and lab preparation activities shall be those appropriate to the subject and may involve efforts over and above normal class preparation and aimed at additional enrichment of the course matter. Provided, however, it is recognized that such functions as grading papers and similar activities may have been a part of study hall and may also be part of room hour activities.

3. It is also understood that activities under this option may be more appropriately carried out at some time other than the scheduled hour and in such cases the teacher shall keep a log of such equivalent hours maintained outside the classroom.
  - a. Teachers accumulating over seventy-two (72) hours of logged activities per year may begin to accumulate compensated log time for District log activities under that Logged Time Agreement.
4. Teachers in the high school to a maximum of fourteen (14) may elect to schedule the study hall. In the event more than fourteen (14) high school teachers wish to schedule a study hall, then such teachers will be selected based upon seniority. In any event, the District may schedule more than fourteen (14) teachers for study hall in its discretion.
5. Study hall class size shall not exceed thirty-five (35) students per teacher.
6. Teachers choosing this "pilot program" will have it assigned as their last hour or first hour of the teaching day unless otherwise requested in writing by the teacher.
7. The program is predicated on the continuation of a seven class period day.
8. The District may place paraprofessionals in sole charge of study halls.

## APPENDIX VII SCHOOL CALENDAR 1997-98 SCHOOL YEAR

### AUGUST

M	T	W	T	F
				1
2				21
0	4	5	6	7
	8			21
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

### SEPTEMBER

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

### OCTOBER

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

### NOVEMBER

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

### DECEMBER

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

### JANUARY

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

### FEBRUARY

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

### MARCH

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

### APRIL

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

### MAY

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

### JUNE

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

### JULY

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

#### KEY

- HOLIDAYS
- / STUDENT 1/2 DAY
- ◇ TEACHER WORK DAY
- ◇ TEACHER COMP DAY
- ◇ TEACHER PROFESSIONAL DEVELOPMENT DAY
- END OF MARKING PERIOD

#### TOTAL

180 STUDENT DAYS/186 TEACHER DAYS

(includes 7 half days)

STUDENT DAY: FIRST 9/2/97; LAST 6/12/98

TEACHER DAY: FIRST - 8/27/97; LAST 6/12/98

TEACHER DAYS

STUDENT DAYS



1997-98 SCHEDULE:

- |     |                                                |                                                                                     |
|-----|------------------------------------------------|-------------------------------------------------------------------------------------|
| 1.  | Wednesday, August 27<br>Thursday, August 28    | teacher work day<br>teacher work day                                                |
| 2.  | Monday, September 1<br>Tuesday, September 2    | Labor Day holiday<br>first day for students (half day)                              |
| 3.  | Monday, October 13                             | professional development day                                                        |
| 4.  | Thursday, November 13<br>Friday, November 14   | half day for students<br>no school (teacher comp day)                               |
| 5.  | Thursday, November 27 -<br>Friday, November 28 | Thanksgiving Recess                                                                 |
| 6.  | Monday, December 22 -<br>Friday, January 2     | Christmas Recess                                                                    |
| 7.  | Thursday, January 22<br>Friday, January 23     | half day for students (end of semester/records day)<br>professional development day |
| 8.  | Friday, February 20<br>Monday, February 23     | mid-winter break/no school<br>mid-winter break/no school                            |
| 9.  | Friday, March 27                               | half day for students                                                               |
| 10. | Thursday, April 2<br>Friday, April 3           | half day for students (P/T conferences)<br>no school - comp day                     |
| 11. | Monday, April 6 -<br>Friday, April 10          | spring break                                                                        |
| 12. | Monday, May 25                                 | Memorial Day holiday                                                                |
| 13. | Thursday, June 11<br>Friday, June 12           | half day for students<br>half day for students                                      |

## APPENDIX VIII SCHOOL CALENDAR 1998-99 SCHOOL YEAR

### AUGUST

	M	T	W	T	F	
3	3	4	5	6	7	21
1	10	11	12	13	14	21
	17	18	19	20	21	
	24	25	26	27	28	
	31					

### SEPTEMBER

	M	T	W	T	F	
	1	2	3	4	5	22
	8	9	10	11	12	21
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30			

### OCTOBER

	M	T	W	T	F
				1	2
	5	6	7	8	9
	<del>12</del>	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

### NOVEMBER

	M	T	W	T	F	
19	2	3	4	5	6	14
18	9	10	11	12	13	14
	16	17	18	19	20	
	23	24	25	26	27	
	30					

### DECEMBER

	M	T	W	T	F	
	1	2	3	4	5	20
	7	8	9	10	11	19
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30	31		

### JANUARY

	M	T	W	T	F
					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	<del>25</del>	26	27	28	29

### FEBRUARY

	M	T	W	T	F	
19	1	2	3	4	5	22
19	8	9	10	11	12	22
	15	16	17	18	19	
	22	23	24	25	26	

### MARCH

	M	T	W	T	F	
	1	2	3	4	5	17
	8	9	10	11	12	16
	15	16	17	18	19	
	22	23	24	25	26	
	29	30	31			

### APRIL

	M	T	W	T	F
				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	24	25	26	27	28

### MAY

	M	T	W	T	F	
20	3	4	5	6	7	9
20	10	11	12	13	14	9
	17	18	19	20	21	
	24	25	26	27	28	
	31					

### JUNE

	M	T	W	T	F
	1	2	3	4	5
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		

### JULY

	M	T	W	T	F
				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

#### KEY

- HOLIDAYS
- / STUDENT 1/2 DAY
- TEACHER WORK DAY
- Ⓚ TEACHER COMP DAY
- Ⓛ TEACHER PROFESSIONAL DEVELOPMENT DAY
- END OF MARKING PERIOD

#### TOTAL

180 STUDENT DAYS/186 TEACHER DAYS  
(includes 5 half days)

STUDENT DAY: FIRST - 8/31/98; LAST - 6/11/99

TEACHER DAY: FIRST - 8/26/98; LAST - 6/11/99

TEACHER DAYS

STUDENT DAYS

## 1998-99 SCHEDULE

- |     |                                               |                                                                                                  |
|-----|-----------------------------------------------|--------------------------------------------------------------------------------------------------|
| 1.  | Wednesday, August 26<br>Thursday, August 27   | teacher work day<br>teacher professional development day                                         |
| 2.  | Monday, August 31                             | first day for students                                                                           |
| 3.  | Monday, September 7                           | Labor Day holiday                                                                                |
| 4.  | Monday, October 12                            | professional development day                                                                     |
| 5.  | Thursday, November 5<br>Friday, November 6    | ½ day for students (parent/teacher conferences in the afternoon)<br>no school (teacher comp day) |
| 6.  | Thursday, November 26-<br>Friday, November 27 | Thanksgiving Recess                                                                              |
| 7.  | Monday, December 21 -<br>Friday, January 1    | Christmas Recess                                                                                 |
| 8.  | Friday, January 22<br>Monday, January 25      | ½ for students (end of semester/records day)<br>professional development day                     |
| 9.  | Friday, February 26                           | mid-winter break/no school                                                                       |
| 10. | Monday, March 1                               | mid-winter break/no school                                                                       |
| 11. | Thursday, April 1<br>Friday, April 2          | 1/2 student day (P/T conferences)<br>no school - comp day                                        |
| 12. | Monday, April 5 -<br>Friday, April 9          | spring break                                                                                     |
| 13. | Monday, May 31                                | Memorial Day holiday                                                                             |
| 14. | Thursday, June 10<br>Friday, June 11          | ½ student day<br>½ student day                                                                   |

## APPENDIX IX SCHOOL CALENDAR 1999-2000 SCHOOL YEAR

### AUGUST

	M	T	W	T	F	
4	2	3	4	5	6	21
2	9	10	11	12	13	21
	16	17	18	19	20	
	23	24	25	26	27	
	30	31				

### SEPTEMBER

	M	T	W	T	F	
			1	2	3	21
	6	7	8	9	10	20
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30		

### OCTOBER

	M	T	W	T	F
					1
	4	5	6	7	8
	<del>11</del>	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29

### NOVEMBER

	M	T	W	T	F	
20	1	2	3	4	5	13
19	8	9	10	11	12	13
	15	16	17	18	19	
	22	23	24	25	26	
	29	30				

### DECEMBER

	M	T	W	T	F	
			1	2	3	21
	6	7	8	9	10	20
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30	31	

### JANUARY

	M	T	W	T	F
	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	<del>24</del>	25	26	27	28
	31				

### FEBRUARY

	M	T	W	T	F	
20		1	2	3	4	23
20	7	8	9	10	11	22
	14	15	16	17	18	
	21	22	23	24	25	
	28	29				

### MARCH

	M	T	W	T	F	
			1	2	3	14
	6	7	8	9	10	14
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30	31	

### APRIL

	M	T	W	T	F
	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28

### MAY

	M	T	W	T	F	
22	1	2	3	4	5	7
22	8	9	10	11	12	7
	15	16	17	18	19	
	22	23	24	25	26	
	29	30	31			

### JUNE

	M	T	W	T	F	
				1	2	
	5	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	
	26	27	28	29	30	

### JULY

	M	T	W	T	F
	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				

#### KEY

- HOLIDAYS
- / STUDENT 1/2 DAY
- TEACHER WORK DAY
- ⊖ TEACHER COMP DAY
- ⊞ TEACHER PROFESSIONAL DEVELOPMENT DAY
- END OF MARKING PERIOD

#### TOTAL

180 STUDENT DAYS/186 TEACHER DAYS

(includes 5 half days)

STUDENT DAY: FIRST - 8/30/99; LAST 6/9/00

TEACHER DAY: FIRST - 8/26/99; LAST 6/9/00

TEACHER DAYS

STUDENT DAYS

## 1999-2000 SCHEDULE

- |     |                                                          |                                                                                                  |
|-----|----------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| 1.  | Thursday, August 26<br>Friday, August 27                 | teacher work day<br>teacher work day                                                             |
| 2.  | Monday, August 30                                        | first day for students                                                                           |
| 3.  | Monday, September 6                                      | Labor Day holiday                                                                                |
| 4.  | Monday, October 11                                       | professional development day                                                                     |
| 5.  | Thursday, November 4<br>Friday, November 5               | ½ day for students (parent/teacher conferences in the afternoon)<br>no school (teacher comp day) |
| 6.  | Thursday, November 25 -<br>Friday, November 26           | Thanksgiving Recess                                                                              |
| 7.  | Monday, December 20 -<br>Friday, December 31             | Christmas Recess                                                                                 |
| 8.  | Friday, January 21<br>Monday, January 24                 | ½ for students (end of semester/records day)<br>professional development day                     |
| 9.  | Monday, February 21                                      | mid-winter break/no school                                                                       |
| 10. | Thursday, March 30<br>Friday, March 31                   | 1/2 student day (P/T conferences)<br>no school - comp day                                        |
| 11. | Monday, April 3 -<br>Friday, April 7<br>Friday, April 21 | spring break<br>no school - Good Friday                                                          |
| 12. | Monday, May 29                                           | Memorial Day holiday                                                                             |
| 13. | Thursday, June 8<br>Friday, June 9                       | ½ student day<br>½ student day                                                                   |

APPENDIX X

FREMONT PUBLIC SCHOOL DISTRICT  
PROBATIONARY TEACHING PLAN

199 \_\_\_\_\_ TO 199 \_\_\_\_\_

Bargaining Unit Member's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date Received by Principal: \_\_\_\_\_

Objective(s)	Anticipated Activities and/or Procedures



APPENDIX XI

INDIVIDUAL DEVELOPMENT PLAN FOR PROBATIONARY EMPLOYEES

Name \_\_\_\_\_

Current Position \_\_\_\_\_

Date \_\_\_\_\_ This plan is for a period of \_\_\_\_\_ years.

---

Goal Area	Planned Activities	Resources Needed	Target Completion Date
1.			
2.			
3.			

---

(add paper for additional goals, if necessary)

I have reviewed this plan with:

Name \_\_\_\_\_

Position \_\_\_\_\_

Teacher Signature \_\_\_\_\_

PROFESSIONAL DEVELOPMENT PLAN

Annual Progress Report

Name \_\_\_\_\_

Current Position \_\_\_\_\_

Date \_\_\_\_\_

For each goal on my current Professional Development Plan, I have completed the following activities to date. If I have not completed a planned activity by the target date, I have explained why.

1.

2.

3.

\_\_\_\_\_  
Teacher Signature

APPENDIX XII

FREMONT PUBLIC SCHOOLS - TEACHER PERFORMANCE APPRAISAL

SUMMARY OF PHILOSOPHY

Fremont Public Schools' success in providing an effective educational program for our students depends upon our ability to maintain a competent and productive staff. Each person plays a role in the overall success of our schools. In order to enhance the contribution of each individual and to assist all individuals in reaching their potential, this performance appraisal has been developed.

This performance appraisal is designed to assess individual accomplishments and establish individual goals for the future.

This appraisal has an over-riding objective to bring out the best in people. Setting high goals, assessing results and providing feedback are necessary elements in the pursuit of excellence.

In summary, for each individual, this appraisal assesses the past performance and provides direction for the future. We believe this appraisal process will encourage improved performance that is critical to the success of all individuals and the district.

TEACHER \_\_\_\_\_

BUILDING \_\_\_\_\_

GRADE/SUBJECT \_\_\_\_\_

LESSON OBSERVED \_\_\_\_\_

EVALUATOR \_\_\_\_\_

EVALUATOR'S POSITION \_\_\_\_\_

DATE OF OBSERVATION \_\_\_\_\_

TIME OF OBSERVATION \_\_\_\_ LENGTH \_\_\_\_

APPENDIX XII

FREMONT PUBLIC SCHOOLS

I. GUIDE FOR TEACHER PERFORMANCE APPRAISAL

\_\_\_TENURE  
\_\_\_PROBATIONARY

A.. PURPOSE

- 1. To improve instruction:
  - a) Through teacher self-appraisal;
  - b) Through principal's appraisal of teacher;
  - c) Through teacher-principal's conference and follow-up.
- 2. To provide the administrative office with a ready, permanent, complete record of the teacher's performance.

B. GUIDELINES FOR THE APPRAISAL

- 1. Self-Appraisal - This need not be done in written form. A teacher-principal conference shall be held during a year that a performance appraisal is not conducted.
- 2. Principal's appraisal based on accumulation of class observations and day to day formal and informal contacts with the teacher.
  - a) A minimum of two appraisals annually for probationary teachers.
  - b) A minimum of one appraisal every other year for tenured teachers.
  - c) Each class observation shall be a minimum of thirty minutes.
- 3. A preconference shall be held or written objectives shall be given to the principal for the lesson to be observed.
- 4. Teacher-Principal Conference
  - a) The appraisal is discussed during the conference.
  - b) For effective feedback for instructional improvement the follow-up conference shall be scheduled within three work days and held within ten work days of the observation.
- 5. Timelines of the Appraisal:
  - a) PROBATIONARY TEACHERS -
    - 1st Appraisal - by December 1
    - 2nd Appraisal - by April 1
  - b) TENURED TEACHERS - by April 1

There shall be a general orientation for all new teachers on performance appraisal procedure by the teacher's immediate supervisor.

Teacher's major field(1) \_\_\_\_\_ Minor field(s) \_\_\_\_\_

Other areas of certification \_\_\_\_\_

Comments regarding assignment \_\_\_\_\_

**NOTE:** Probationary teachers who are not evaluated per the above schedule, and tenured teachers who are not evaluated each year, will be deemed to be satisfactory in their teaching performance. A letter will be placed in their personnel file stating that they were not evaluated during the current year and that their performance was satisfactory. This letter shall be placed in the file by April 15.

## TEACHER PERFORMANCE APPRAISAL

### II. DEFINITION OF RATINGS

<b>CONSISTENTLY MEETS</b>	A check in this box indicates that the teacher "consistently meet the expectations in this performance area.
<b>INCONSISTENTLY MEETS</b>	A check in this box indicates that the teacher is not consistently meeting the expectation in this performance area. However, the inconsistency does not adversely affect their overall performance at this time.
<b>DOES NOT MEET</b>	A check in this box affects overall performance and requires a teacher improvement plan. It indicates that prompt action is needed by the teacher to correct the deficiencies as prescribed in the improvement plan.
<b>N/O</b>	No opportunity to observe.
<b>N/A</b>	Not applicable for this teacher.

**NOTE:** If the appraiser wishes to indicate that a teacher exceeds all expectations in a performance area, it can be noted in the comment section of the performance area.

### DEFINITIONS OF TERMS:

Consistently Meets =	Meets expectation most of the time or approximately 75% or more of the time.
Inconsistently Meets =	Indicates that the teacher meets the expectations in this performance area approximately 50% to 75% of the time.
Does Not Meet =	Indicates that the teacher does not meet the expectations in these performance areas. Prompt action is needed by the teacher to correct the deficiencies.

## II. PERFORMANCE AREAS

A list of performance areas is provided. These performance areas are designed to specify areas of proficiency required of teachers. A list of expectations is provided under each performance area to clarify the meaning. Place a check mark only in the appropriate box. Use N/O (no opportunity to observe) or N/A (not applicable for this teacher) as appropriate. Comments may be written in the space below the rating columns.

### A. INSTRUCTIONAL PROCESS

1. The teacher provides accurate information and clear, concise explanations of materials.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
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2. The teacher speaks and writes in clear and correct language and expresses thoughts in vocabulary appropriate to the grade level and/or the program.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
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3. The teacher responds to variations in individual learning levels, interests and needs by varying the rate of learning, the difficulty of activities, and by differentiating instruction and assignments.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
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4. The selected resources and methods are those which are effective in teaching objectives.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
---------------------------------------------------------------------------------------------	------------------------------------------------	---------------------------------------------------------	--------------------------------------------------------	---------------------------------	---------------------------------

5. Where applicable, the teacher seeks assistants from, and works cooperatively with, teacher consultants and other resource personnel.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
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### B. ACADEMIC TIME ON TASK (Time students are engaged in learning or doing an assignment.)

1. The teacher treats time as an important resource by beginning and ending class on time and having an efficient routine for housekeeping duties.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
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2. The teacher clearly communicates the purpose(s) and goal(s) of the lesson to the students.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
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3. The teacher monitors the learning by asking questions periodically during the presentation or circulates during study time.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
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4. The teacher helps students correct errors and misunderstandings as they occur to avoid student "lost time".	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
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5. The teacher reinforces task-oriented behavior and encourages attentive behavior.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
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6. The teacher allots appropriate time for the students to practice newly acquired skills.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
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### C. INSTRUCTIONAL PLANNING/RECORD KEEPING

1. The instructional plans reflect appropriate sequence for instruction.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
--------------------------------------------------------------------------	------------------------------------------------	---------------------------------------------------------	--------------------------------------------------------	---------------------------------	---------------------------------

2. There is evidence of adequate daily and long-range planning.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
-----------------------------------------------------------------	------------------------------------------------	---------------------------------------------------------	--------------------------------------------------------	---------------------------------	---------------------------------

3. The teacher utilizes various state, district and curricular objectives when appropriate.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
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4. The teacher performs record keeping and organizational duties where appropriate.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
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5. Required forms are completed accurately and are submitted in a timely manner.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
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### D. MONITORING STUDENT PROGRESS

1. The teacher maintains records of individual student progress.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
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2. The teacher uses appropriate techniques to measure the performance levels of students.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
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3. The teacher uses monitoring results to adjust the instructional process.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
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4. The teacher returns written work to students so they are made aware of their current progress.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
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### E. INTERACTION WITH STUDENTS

1. The teacher uses and expects students to use behavior which shows consideration for the rights of others.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
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2. The teacher has clearly established classroom rules which are known to the students.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
-----------------------------------------------------------------------------------------	------------------------------------------------	---------------------------------------------------------	--------------------------------------------------------	---------------------------------	---------------------------------

3. The teacher follows a plan for handling behavior problems, using corrective and appropriate techniques.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
4. The teacher has clearly established classroom procedures and timelines.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
5. The teacher respects the dignity of students.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
6. The teacher is responsive to student requests for help.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
7. The teacher uses human relations techniques such as acceptance, praise, listening and humor when warranted.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
8. The teacher actively involves students in prescribed learning tasks.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
9. The teacher maintains rapport with students in prescribed learning tasks.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
10. The teacher conveys high expectations of all students.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
<b>F. TOTAL SCHOOL PROGRAM RESPONSIBILITY</b>					
1. The teacher is punctual.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
2. The teacher complies with and enforces legal regulations and building and district policies.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
3. The teacher maintains a high degree of personal and professional integrity in all school related matters.	Meets Consistently <input type="checkbox"/>	Expectations Inconsistently <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>

**IV. FACTORS IN THE PRESENT SCHOOL ENVIRONMENT WHICH TEND TO REDUCE TEACHER EFFECTIVENESS.** (May be completed by teacher or appraiser.)

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**V. APPRAISER COMMENTS** (Attach additional sheets if necessary.)

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**VI. TEACHER COMMENTS** (Attach additional sheets if necessary.)

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**VII. SPECIFIC PERFORMANCE AREAS WHICH COULD BE IMPROVED** (Improvement plan not required.)

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**VIII. AREAS REQUIRING TEACHER IMPROVEMENT PLAN** (If appropriate).

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**X. APPRAISER RECOMMENDATION**

Special skills or contributions this teacher has made to the school program or to education.

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Date of Observation Conference _____	Recommendation for Probationary Teachers  <input type="checkbox"/> 2nd year probation <input type="checkbox"/> 3rd year probation <input type="checkbox"/> 4th year probation <input type="checkbox"/> Tenure <input type="checkbox"/> Other (Explain _____)
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SIGNATURES:

DATE:

Appraiser \_\_\_\_\_

Position \_\_\_\_\_

Teacher \_\_\_\_\_

(My signature indicates that I have received a copy of this appraisal)

Superintendent/  
Designee \_\_\_\_\_

(Reviewed prior to placement in the personnel file)

Copies:   Teacher  
              Personnel Office

APPRAISER'S TEACHER IMPROVEMENT PLAN

I. AREA(S) OF CONCERN

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II. PROCEDURES AND/OR RESOURCES TO BE USED FOR IMPROVEMENT

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III. EXPECTED RESULTS

DATE TO BE ACHIEVED

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IV. APPRAISAL METHOD

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REVIEW DATES \_\_\_\_\_

TEACHER \_\_\_\_\_ APPRAISER \_\_\_\_\_

(signature)

DATE OF OBSERVATION \_\_\_\_\_

DATE OF CONFERENCE \_\_\_\_\_ TEACHER \_\_\_\_\_

(signature)

## APPENDIX XIII

### NOTICE OF RETURN FROM LEAVE OF ABSENCE

Pursuant to agreement regarding the administration of Article XVI (B) (2), following is the procedure by which teachers will be placed on leave of absence under Section B and by which teachers may be treated as having submitted an irrevocable resignation in the event that the teachers failed to notify the District of their return by May 1.

Upon granting the leave of absence under Article XVI, Section B, the District will inform the teacher in writing of the collective bargaining agreement provisions affecting the teacher's right to return from the leave and outlining the procedures the teacher must follow in order to inform the District of his/her intent together with the consequences of non-compliance. A copy will be retained by the District and a second copy sent to the FEA. The District shall warn the teacher on leave of absence when the notification date is approaching and solicit the teacher's response. This notice shall be by certified mail with a copy to the FEA so that the Union can assist in encouraging the teacher to notify the District of the intent to return before the deadline of May 1 has passed.

If a notice of intent to return from leave of absence under this section is not received by May 1, then the District shall inform the teacher by certified mail, return receipt requested, that his/her voluntary resignation has been accepted and the District shall attach a copy of the teacher's rights under the Tenure Act.

It is understood that teachers on leave shall inform the District of any change in address and will respond promptly to any District request regarding intentions to return or to request an extension.



## APPENDIX XIV

### TECHNOLOGY

The Association and the District shall form a joint study committee prior to the end of the 1998 calendar year. The committee shall be comprised of four (4) people—two (2) representatives appointed by the District and two (2) representatives appointed by the Association—to discuss implications of computer technology on teachers, computer training, computer security and any issues relative to the District's link to the Internet or to other ISD computer services. Recommendations of the committee will be presented to the parties within thirty (30) days of the conclusion of the deliberations of the committee. Any recommendations will require ratification of the parties before implementation.

APPENDIX XV

LETTER OF AGREEMENT  
RETIREMENT INCENTIVES FOR 1999-2000

GENERIC/UNIVERSAL RETIREMENT CREDIT

Any teacher who has fifteen (15) years of service in the Fremont School District (unless waived by the Board) and is eligible to retire under the Michigan Public School Employees Retirement Plan and who resigned his/her position with the Fremont Public School District shall receive the following benefit. The District will purchase up to five (5) years of generic service credit according to the following schedule:

YEARS OF SERVICE	NUMBER OF YEARS OF SERVICE CREDIT TO BE PURCHASED
25	5
26	4
27	3
28	2
29	1

In lieu of purchasing service credit upon the request of a teacher, the Board shall make a cash payment equal to the cost of purchasing the number of years of service credit to which the teacher is entitled according to the above schedule.

Persons electing to retire under this plan shall notify the District by September 1<sup>st</sup> if they wish to retire at the end of the 1<sup>st</sup> semester. Persons electing to retire at the end of the school year shall notify the District by April 1<sup>st</sup>.

Any tax liability will be borne by the teacher.

If the Michigan Public School Employees Retirement System (MPERS) institutes a program designed to allow bargaining unit members to purchase service credit on a tax-deferred basis or repay previously withdrawn contributions on a tax-deferred basis, the Board shall take the steps needed to allow bargaining unit members to participate in that program.

This letter of agreement is conditioned upon the understanding that the steps to be taken by the Board shall not result in an economic cost to the Board and will consist of entering into necessary agreements and passage of necessary motions or resolutions as required by MPERS.

This Retirement Incentive Letter of Agreement expires by its terms at the expiration date of this Agreement without regard to extensions unless extended by mutual agreement of the parties.

\_\_\_\_\_  
FEA Signature

\_\_\_\_\_  
Fremont Board of Education Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX XVI  
TEACHER SENIORITY LIST

<u>SENIORITY DATE</u>	<u>4 DIGITS</u>	<u>NAME</u>	<u>CERTIFICATION</u>
67-05-05	---	WESSLING, STEPHEN	78ALL/912DA, MB
69-01-28	---	MACDOUGALL, VICTORIA	K8ALL/K12SA
69-07-14	---	GRAY, ART	78ALL/912IX
69-07-14	---	MELVILLE, MARY	K8ALL
69-09-01	---	ROBINSON, GERALDINE	K8ALL
69-11-18	---	POLLACK, DENNIS	K8ALL
70-03-01	---	POLLACK, ALETHA	K8ALL/912LX, CF
70-07-01	---	BALDUS, DAVID	K8ALL/K12MB
71-06-22	---	HUGHES, LINDA	K8ALL/9CF, OX
71-07-06	---	SWITZER, GARY	78ALL/912GX, MB
72-07-17	---	BULTMAN, C BAARS	78ALL/912CD, BA, CC
72-09-01	---	BONT, ANN	K8ALL/9CE/K12SA, BR
73-08-01	---	BULTMAN, MARGO	K8ALL/9CE, CF
73-08-20	---	BLAKE, PAUL	78ALL/912BA, MB
73-08-20	---	MOONEY, ROBERT	78ALL/912CC, MB
73-08-20	---	SALISBURY, STEPHEN	78ALL/912DH/K12MB
74-01-02	---	PRINZING, PAUL	K8ALL/9CC, MA
74-03-04	---	TUUK, LYNDA	K8ALL/9BA/K12SE
74-03-20	---	ZINNECKER, ROGER	78ALL/912BA, MB
75-03-13	---	POLLOCK, CHRISTINE	K8ALL/9CX, BX
75-07-07	---	VISSIA, ALAN	78ALL/912CA, CC, CF
75-07-15	---	NOLAND, GAYE	K8ALL/912BA, BR/K12MB, NT
75-07-15	---	PRINCE, RUTH	78ALL/912BA/K12LX
75-07-25	---	PATTERSON, JAMES	78ALL/912IX, NR
75-08-15	---	GATES, RICHARD	78ALL/912CX, CF
76-06-28	---	SCHAPPERT, R KEVIN	78ALL/912BA, CC
76-07-15	---	BROOKHOUSE, LYNN	K8ALL/K12SA, SE, SM
76-07-29	---	TAUBE, ED	K8ALL/9CF
76-09-06	---	KEMPF, JOLYN	K8ALL/9CX
77-05-02	---	BERENS, KAREN	K8ALL/9ND, CX
78-06-01	---	HEYBOER, CHERYL	K8ALL/K12MD
78-06-01	---	KOSZTOWNY, ROBERT	78ALL/912EX, DE
78-06-25	---	MCGRATH, TIMOTHY	K8ALL/9CX/K12SA, SE
78-07-05	---	VITEK, JANE	78ALL/912BA/K12LX
78-10-09	---	ALFORD, KATHLEEN	K8ALL/9CX, BA/ZA
80-07-08	---	BRENNAN, KAY	78ALL/912CC, ND
80-08-18	---	HOMSHER, LAURENE	78ALL/K12JX
82-08-11	---	SELZER, JOE	78ALL/912FA, FF, BA
83-07-13	---	FINCH, DAWN	78ALL/912GI, GX, BA
83-08-29	---	BLAMER, BEV	K8ALL
83-08-29	---	ST PETER, WENDY	K8ALL/9DX
84-07-19	---	SIMONS, BARBARA	78ALL/912VH, ND/K12KH
84-08-17	---	MATTHEWS, JEAN	K8ALL/K12SM
84-08-23	---	KNOLL, DAWN	K8ALL/9DX/K12SA
84-09-18	---	BLAKE, LEANE	K8ALL/K12SA
85-05-10	---	TARALA, CAROL	K8ALL/K12BR/612BA, FB, K8CC
85-06-20	---	MOON, JULIE	78ALL/912CC/K12MB
85-06-24	---	DEBOER, PAUL	78ALL/912CC, CD/K12NT
86-05-05	---	HICKMAN, ROBERT	78ALL/912DA, DX

APPENDIX XVI  
TEACHER SENIORITY LIST

<u>SENIORITY DATE</u>	<u>4 DIGITS</u>	<u>NAME</u>	<u>CERTIFICATION</u>
86-06-05	---	HANSEN-CAMPBELL, TAMARA	K8ALL/9BX
86-06-10	---	BROKAW, DALE	K8ALL/9EX, DX
86-06-10	---	HANNA, CHERYL	K8ALL/9BX
86-06-18	---	OOSTERHOUSE, KATHE	K8ALL/K12SA, SE
86-06-24	---	SILVERNAIL, JAIME	K8ALL/9CE/K12SA
86-06-26	---	MAIKE, CINDY	K8ALL/9BA, LX
86-08-01	---	MATTHEWS, CHRIS	K8ALL/9BX
86-08-26	---	BENNETT, PATRICIA	K8ALL/9DX, BX, CX
86-08-26	---	CHANDONNET, JUDITH	K8ALL/9CE/K12SA
87-06-08	---	TURAN, TERESA	K8ALL/K12SE, SA, SM
87-06-23	---	PARKHURST, KIRK	78ALL/912EX, MB
87-06-29	---	BREZA, MARK	78ALL/K12JX
87-08-10	---	DELUCA, KELLIE	K8ALL/9MD/K12SA
87-08-10	---	GOEBEL, NORMAN	K8ALL/912DA, DX
87-08-14	---	DATEMA, ROSEMARY	K8ALL/9BX
88-01-15	---	MILLER, REBECCA	K8ALL
88-08-22	---	SCHWINGLER, NANCY	K8ALL/9JX
88-08-22	---	WILLMAN, MICHEALYN	K8ALL/9OX/K12SE
89-07-20	---	HEINZMAN, SONJA	K5ALL/K8CC/K12SL, SA, SM
89-08-14	---	SIKANAS, KATHLEEN	78ALL/912KH, VH, LX/K6ALL
89-08-14	---	ZAHRT, LORI	K8ALL/9DX
89-08-28	---	HOEKMAN, GREGORY	78ALL/912CC, PR, DX/K12SM
89-08-28	---	KESTELOOT, KAY	78ALL/912FA, FF/K12SE, SM
90-06-11	---	MOON, JEFF	78ALL/912DX/K12MB
90-06-25	---	HUNT, JULIE	78ALL/912EX, DX
90-06-25	---	ROSS, CHERYL	K8ALL/9OX/K12BR
90-06-25	---	ROTTMAN, PHIL	AGRI PROD
90-08-13	---	COOK, JANICE	78ALL/912VH, BA/K12KH/712NT
90-08-13	---	KALLENBACH, RICHARD	K5ALL/K8CC/68CX, GA
90-08-13	---	SCHAEFFER, DIANA	K8ALL/K12JX
90-09-10	---	BAKER, TRACEY	78ALL/912MA, MB
91-06-18	---	HOFHEINZ, LESLIE	78ALL/912CD, JX/K12NT
91-06-21	---	KESSLER, JOANNE	K8ALL/9BX, DX
91-10-16	---	ZAHRT, MARY LOIS	78ALL/912CB, EX/K12LX
91-10-21	---	SIMONS, MARK	K8ALL/9CX
91-10-28	---	WESSLING, ANNE	78ALL/912EX, BA
92-06-30	---	WILK, REBECCA	K5ALL/K8CC/68DX, BA
92-12-14	---	BELL, MICHAEL	K8ALL/9OX, CX/K12SA, SM
93-06-24	---	ADAMIC, SUSAN	712SA, BR, CE
93-06-24	---	GIBSON, BARBARA	K5ALL/K8CC/68SA, SE
93-06-25	---	ZERFAS, PETER	K5ALL/K8CC/68EX, MB
93-07-09	---	GROENEVELD, WANDA	K5ALL/K8CC/K8SE, SA
93-07-13	---	BOWMAN, SUSAN	K5ALL/K8CC/68CB, CX
93-08-26	---	EDWARDS, LOREN	712BD, BA
93-09-01	---	GRABILL, TERRY	712DA, DH, NJ
94-02-07	---	KNYSZ, JANET	712CX, BA
94-08-00	7258	ZEERIP, DONNA	CONSUMER/HOMEMAKING
94-08-00	6198	ANDREWS, STEVE	78ALL/912MA, NC, KH
94-08-00	4666	PURDY, JOAN	78ALL/912GI, CX, GX

APPENDIX XVI  
TEACHER SENIORITY LIST

<u>SENIORITY DATE</u>	<u>4 DIGITS</u>	<u>NAME</u>	<u>CERTIFICATION</u>
94-08-00	2584	DERKS, MARJI	K8ALL/9CX
94-08-24	9151	COOK, JANE	712DC,DX
94-08-24	8771	GRIMM, DALE	712VT
94-08-24	5874	SOMERS, TRISHA	K5ALL/K8CC/68EX
94-08-24	5059	MELLEMA, HELEN	K8ALL/9JX
94-08-24	4280	LLEWELLYN, CONNIE	K8ALL/9BA,BD
94-08-24	4125	MOONEY, SCOTT	712BA,CC
94-08-24	3441	LOWER, KIM	K8ALL/K12SE,SM
94-08-24	2392	TUCKER, LORI	K5ALL/K8CC/68BA/ZA
94-08-24	2213	DEULING, RUTH	K8ALL/9BX
94-08-24	1959	WELCH, BRIAN	78ALL/912EX,DE
94-08-24	1701	MULL, STEVEN	K8ALL/9DX,CX/K12NT/ZA
94-08-24	0837	CHRISTOFFERSEN, STEVE	K5ALL/K8CC/68CX
95-08-23	7240	DEKUIPER, SYLVIA	K8ALL/9CX/ZA
95-08-23	6955	DAY-SCHIRMER, KATIE	K5ALL/K8CC/68CX, BR
95-08-23	6842	BULL, JOHN	712CX,BA
95-08-23	6234	WILLIAMS, MICHELLE	K8ALL/9BX,CX
95-08-23	5123	RYDER, PATRICIA	K8ALL/K12SL
95-08-23	2903	ROHN, DANIEL	712BA/K12MX
95-08-23	2868	THOMAS, LYNN	712CX
95-08-23	2394	KRIM, JOHN	K8ALL/9CX
95-08-23	0941	CHILSON, MICHELLE	K5ALL/K8CC/K8SE,SA
95-08-23	0940	SIERRA, JENNIFER	K5ALL/K8CC/68DX
95-08-23	0107	DORAN, CHERYL	712SE,MB,CE
96-08-21	9287	FERRIS, JODI	K5ALL/K8CC/68CX/ZA
96-08-21	8998	MISLAN, KIMBERLY	K8ALL/9EX,CX
96-08-21	8746	DEKUIPER, JUDY	K8ALL/9BX/9JX
96-08-21	7631	SPARKS, VICKI	K5ALL/K8CC/K8SM
96-08-21	7220	HUISSSEN, THOMAS	K5ALL/K8CC/68CX
96-08-21	5985	KANE, EMILY	78BA,FF
96-08-21	0655	HERIN FLOCK, LORI	K5ALL/K8CC/68BX
96-08-21	0094	REICHERT-SLATER, KAREY	K5ALL/K8CC/K8SM
97-08-25	9731	KARNEMAAT, BILL	K5ALL/K8CC
97-08-25	9090	DOUGLASS, AMY	712EX,CC
97-08-25	8688	LAKE, HEIDI	712EX,DE
97-08-25	6956	MORSE, DEBORAH	K5ALL/K8CC/68CX
97-08-25	6538	SIDLAUSKAS, JULIE	712BA/712YF/K12FF
97-08-25	4831	LINDSAY, HERB	78ALL/K12MB/912CB
97-08-25	4427	AITCHISON, ROBIN	K5ALL/K8CC/68BX/ECS
97-08-25	4180	VISSIA, STEVE	712RX/712FF
97-08-25	4086	HAVEMAN, SANDRA	K5ALL/K8CC/68CX/EAR CHI SPEC
97-08-25	2799	HEFT, JASEY	K5ALL/K8CC/K8SM
97-08-25	2183	VOYT, CHERYL	K5ALL/K8CC/68DX
97-08-25	2043	MOONEY, ALECIA	K5ALL/K8CC
97-09-02	7493	GUIKEMA, BEVERLY	78ALL/912GX,BA
97-09-03	7730	SMITH, JULIE	K12LX
97-01-14	0205	PELL, GLADYS	78ALL/912PX/K12JX

APPENDIX XVII

MIDDLE SCHOOL LETTER OF AGREEMENT

The undersigned representatives of the Fremont Board of Education and Fremont Education Association do hereby agree to the following regarding the middle school schedule.

1. The middle school schedule shall continue with a teaching assignment of five classes, study hall and a prep.
2. Middle school study hall may be shortened to allow for team planning.
3. Minimum of the current site funding provided to middle school will continue.
4. Middle school homerooms may continue if teachers are not required to do outside prep.

FOR THE DISTRICT:

FOR THE FEA:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date