

PROFESSIONAL EDUCATION AGREEMENT

BETWEEN THE

FREMONT SCHOOL DISTRICT

AND THE

FREMONT EDUCATION ASSOCIATION

FOR THE CONTRACT YEARS

2009-2013

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THE FREMONT SCHOOL DISTRICT
AND
THE FREMONT EDUCATION ASSOCIATION

August 20, 2009

This Agreement entered into this 20th day of August, 2009, 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

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.

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 1
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 sums due 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 service 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 Association deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made 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 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 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 177 student attendance and 181 teacher work days for prior service teachers.

New teachers will have no more than three (3) additional work days scheduled prior to the start of the teacher work year for training and orientation meetings with the administration.

The school year/teacher work year calendar for the contract years covered by this agreement shall be negotiated with the negotiations of this agreement. 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 or hours, in accordance with State requirements the parties shall negotiate any changes needed in the school calendar. The school calendars for 2009-10 and 2010-11 are attached as Appendix XIII.

Section B

On days/hours 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/hours charged against any of their leave time. Such days/hours shall be rescheduled as far as possible within the regular school calendar. It is understood, however, that teachers are paid for a maximum of 181 teacher work 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

The teacher's normal classroom day for 2009-2013 shall be as follows:

High School. Seven (7) hours, twenty five (25) minutes
Middle School. Seven (7) hours, twenty five (25) minutes
Elementary School. Seven (7) hours, twenty five (25) minutes

The teacher's normal classroom day shall be as follows:

Any changes in the scheduled hours that vary from the above 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. All teachers shall report twenty (20) minutes before the start of the student school day.
2. At the elementary schools, 55 minutes is allocated for a combined lunch hour and preparation time. It is understood that 20 minutes of the allocated time is counted as preparation time.
3. All 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.
4. 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.
5. 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.
6. Fridays and days prior to vacation period, Fremont teachers may leave when the students are dismissed.

7. The following building Start/Stop and Report/Leave times shall be in effect for the 2010-11 thru 2012-2013 school years:

Building	Teacher Report	Student Day	Teacher Leave
High School	7:55	8:15-3:10	3:20
Quest HS	7:45	8:05-3:00	3:10
Middle School	7:45	8:05-3:00	3:10
Daisy Brook	7:55	8:15-3:10	3:20
Pathfinder	8:10	8:30-3:25	3:35
Pine Street	7:55	8:15-3:10	3:20

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, clerk, 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 for 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. 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).
4. Elementary Assemblies. Teachers shall rotate responsibilities for supervision of student assemblies to the extent necessary to provide one and one-half (1 ½) hours of preparation time for each teacher per semester.
5. The District will continue to investigate alternative resolutions, district-wide, to provide building level planning time.
6. In grades K-5 and all self contained classrooms, the building principal will provide a teacher with at least 24 hour notice before a new student starts in a teacher's classroom in order that the teacher may adequately prepare for the new student's arrival.

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	(High School)
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

1. The teaching load at the senior high shall consist of four (4) academic classes and one (1) preparation period (not less than 70 minutes), except for bargaining unit members assigned to media center, guidance and band, whose schedules shall reflect variable academic class schedules and preparation time equivalent to one (1) daily preparation period. For those bargaining unit members having assignments in more than one building, the length of their preparation period will be determined by the building where the greatest portion of their assignment exists.
2. The teaching load at the Middle School shall include a daily preparation period equivalent in length to an instructional period, but shall not be less than fifty- eight (58) minutes.

Section E

1. For those teachers assigned to an extra academic class for less than a full year, the compensation shall be prorated based on the number of weeks taught.
2. If a High School or Middle School teacher is voluntarily scheduled by the administration to carry an assignment in addition to the regular academic teaching schedule, they shall be compensated at a rate (see formula, Art. XIX, Section G) of the BA schedule, to a maximum of the sixth step on such schedule, depending on the step attained by the teacher. These assignments are considered annual assignments of extra duty for extra pay.

Section F

The date for determining the class load shall be the Friday immediately following the fall membership count day under the State School Aid Act. 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 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. 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 maximum. 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 maximum 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 1.
- 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 a 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 "Adaption 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 full-time 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.
2. Preparation time shall consist of a minimum of fifty-eight (58) minutes per day or a total of two hundred ninety (290) minutes per week.
3. Alternative High School teachers shall report twenty (20) minutes before the start of the school day and remain in their building ten (10) minutes after school ends to make themselves available for consultation with students when requested during that time. The teacher's normal classroom day shall be 7 hours and 25 minutes, including a 35-minute duty free lunch. The teacher may leave at the same time as students on Fridays and the day before a holiday.
4. Class size shall be determined according to the actual number enrolled in the class on the first day of the marking period and teaching assistants will be assigned. Class size will then be reviewed on the first day of the second week of the marking period and teaching assistants will be assigned at this time based on the actual number enrolled in the class. The teacher assistant will then remain in the second week placement for the remainder of the nine-week marking period. Any time during the nine week marking period the actual enrolled number exceeds the maximum number a classroom assistant will be assigned.
5. Class size maximums will be established at 17 for lower level courses and at 18-22 with a Teacher Assistant for higher-level courses. Each teacher may be assigned one (1) higher-level class of 20 each marking period. Select courses will be determined by administration in full consultation with teacher involved. Course list is subject to change based on teacher schedule.

Lower Level Courses

Language Arts for Life
Food and Nutrition
Consumers Math
Civics
World Geography
Earth Science
Computer Lit A

Higher Level Courses

Plato Lab
Independent Studies
Parenting
English Literature
English Grammar
Physical Education
Algebra or Geometry
American History
American Government/Econ
Life Science
Physical Science
Computer Lit B

6. Teacher Leadership/School Improvement compensation may be available if the School Improvement Chair position is not filled. Salary or hourly compensation will be based on Schedule B.
7. Athletic/Extra Curricular Activities compensation shall be available. Hourly compensation will be based on contractual base amount.
8. 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 be exceed fifteen (15) students.
9. Summer alternative education programs shall be paid per diem as indicated in Article XIX, 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. Itinerant teachers will be allowed adequate time to secure supplies and to set-up for instruction. Teachers scheduled to travel between the elementary and secondary school will be allowed twenty (20) minutes travel to secure supplies and to set-up for instruction.

Section E

1. The five (5) professional development days (or the equivalent number of hours) are required for all bargaining unit members and are part of the school calendar.
2. The content of the professional development days shall be planned by the administration in consultation with the building staff.

**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 qualifications. For purposes of this Article, the term "qualifications" shall mean:
 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 elementary certification.
 4. In addition to the above the teacher must meet applicable standards for a "highly qualified teacher" under the No Child Left Behind Act of 2001 and its implementing regulations and the Michigan Definition for Identifying Highly Qualified Teachers, as approved by the State Board of Education.

2. The employee's 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 and the qualifications standards established in Section B (1) above.
3. Probationary teachers will be laid off first if there is a certified and qualified tenure teacher 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 teachers including the first day of work and their certification.
7. Changes in teacher's certification and/or qualifications after the first work day of the next school year following layoff shall not permit the teacher to bump for that school year.

This shall include a tenure teacher who has been laid off due to not having highly qualified status under No Child Left Behind and who subsequently becomes highly qualified for another assignment with the District.

If a teacher anticipates bumping on the basis of changes in certification and/or qualifications for the next school year, he/she shall give written notice of that intent to the Board and to the Association by June 15. Any bump shall be exercised, in writing, by August 1, and must be consistent with the requirements of the Teacher Tenure Act.

The notice requirements of paragraph B (10) shall not apply to layoffs caused by bumping under this provision. Such lay-off notices shall be provided by August 10.

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 right 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 personnel 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 ties 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 number are (a) 1234, (b) 2345, and (c) 3456, then (c) would be ranked first, (b) second and (a) third on the seniority list.)

10. If the Board envisions layoffs for the succeeding school year, it shall notify the Association of that intent by April 1. The notice shall identify the bargaining unit members potentially subject to layoff. Any teacher(s) being laid off shall be notified by May 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.

In order to be qualified to attain or retain an assignment, a teacher must meet all applicable standards for a “highly qualified: teacher under the No Child Left Behind Act of 2001, including the NCLB Final Regulations, 34 CFR 200.55-200.56 and the Michigan Definition for Identifying Highly Qualified Teachers as approved by the State Board of Education.

Section B

Filling of a Vacancy

A “vacancy” shall be defined as a newly created position in the bargaining unit or an existing position that is not assigned to a bargaining unit member and that the Board intends to fill. A leave of absence exceeding one school year shall be regarded as a “vacancy.”

Where teachers are on layoff, vacant positions will be posted internally first. However, if the vacancy is filled internally and if the resulting vacancy cannot be filled through recall of a certified and qualified teacher on layoff, the original internal posting will be withdrawn and that vacancy will be filled through recall.

If a vacancy occurs during the school year the District may fill it temporarily from any source. However, it shall be regarded as a permanent vacancy if the position continues into the following school year and posted as follows:

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. As an alternative, teachers desiring to receive such notices may leave an e-mail address for summer contact. 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. Vacancies shall be filled based on seniority, teaching experience, preparation, majors, minors, "highly qualified" status under the No Child Left Behind Act (where applicable to the assignment), and teaching certification.

If two or more applicants are equal with regard to the above standards the most senior applicant will be awarded the vacancy.

3. If the position is to be filled and no current association members apply for the vacancy, administration will post, interview, and fill the vacant position with a certified, qualified teacher in full compliance with Article II, Section A.1.

Section C

1. 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.

Teachers may be reassigned upon recommendation of the Principal and Superintendent.

2. A transfer shall be defined as a change in grade level or subject area assignment or other assignment. Transfers shall be made administratively and shall not include peer interviews.
3. Where feasible, transfers shall be voluntary.

In the event that transfers are necessary (other than due to staff reductions or documented performance concerns), the administration shall first attempt to make those transfers on a voluntary basis. If involuntary transfers are made, the least senior teacher in the affected department, subject area, or grade level who is certified and qualified for the position to which the transfer is being made shall be the teacher transferred.

Involuntary transfers may also be made in connection with documented performance concerns.

**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. Student achievement data derived from standardized tests (or State assessments) shall be used to assess and improve the instructional program, to make curriculum adjustments, and to assist in identifying professional development needs. Student test scores may be influenced by many factors that lie outside the control of the classroom teacher. Accordingly, the extent of student achievement on standardized tests shall be viewed in light of the spectrum of influences and test results shall not be regarded as

conclusive evidence of a teacher's competency or, by themselves, be utilized as an evaluation criterion.

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 VII for 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 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 fifteen (15) 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 effect 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**

Section A.

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

Part-time elementary teachers teaching either the morning or afternoon sessions or more, shall qualify for one-half (½) the stated benefits.

Part-time secondary teachers assigned three (3) classroom hours or more per day shall qualify for one-half (½) 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 (½) 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 (½) step on the salary schedule.

Section 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 work 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 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.

For the 2010-2011 school year every teacher will be granted one (1) paid personal business day in addition to the number of personal business days granted here in section a, section b, and/or section c. This day will be granted for the 2010-2011 school year only and will have the same restrictions and requirements for personal business leave days listed here.

- 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 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.

Teachers may use personal business days immediately prior to and/or following a holiday break or vacation period within the following terms:

- a. The maximum number of teachers who may access this holiday or vacation linked personal leave on any given day shall be: One (1) at Pine Street and Quest High School, two (2) at Daisy Brook, three (3) at Pathfinder and the Middle School and four (4) at the High School.
 - b. Teachers who apply to use personal business leave in conjunction with the holiday or vacation break shall be awarded the request on a rolling seniority basis as of September 15 each school year (i.e., on September 15th of each school year the most senior applicants are granted first request for these personal business days and then moved to the bottom of the seniority rotation). The rolling seniority list shall reset at the start of every year.
 - c. After September 15 each year any additional request that fall within the guidelines above will be granted on a first come first served basis.
 - d. 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.

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 as Appendix VII.
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 (including in-laws) 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, stepchildren, 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 - Jury Duty/Witness Leave

1. A teacher called for jury duty will be compensated for the difference between their regular teaching pay and any compensation received for the performance of such obligation.
2. A teacher subpoenaed into court, to give testimony in a case or proceeding in which the Association is not a party and in which the teacher has no personal business or financial interest (e.g. by virtue of other employment or investment interests, etc.), shall be compensated for the difference between the regular teaching pay and any witness fees received.

Section H – 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 I – 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 J – 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 teacher will have the option of using up to ten (10) days of accumulated sick leave during this leave. 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 K – 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 L – Leave Reporting

Teachers shall fill out a leave form after the use of regularly compensated leave. The form shall include the following: name of teacher, building, date on which leave was used, type of leave use, 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 grade 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 MAS 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 in-services 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
INSURANCE**

Section A

The Board will provide fully paid, single subscriber, self and spouse, or full family insurance coverage, whichever is applicable for all teachers, MESSA – PAK coverage consisting of the following without costs to the teacher except as outlined here:

PAK A

- At a teacher’s option, the teacher can elect MESSA/Blue Cross Super Care 1 (Rev 03). This coverage shall include a \$10/20 prescription co-pay and a \$100/\$200 amount deductible or MESSA Choices II with a \$10/20 prescription co-pay. Those bargaining unit members electing to remain enrolled in Super Care I will be responsible for paying the applicable premium difference (i.e. single subscriber, two person, full family) between Super Care 1 and Choices II by payroll deduction through the Section 125 Plan.

Effective December 1, 2010, all MESSA Choices II coverage shall include a \$10/\$20 prescription co-pay; a \$10 office visit co-pay; and a \$100/200 in-network (\$250/500 out-of-network) deductible.

Any changes to this health insurance plan effective September 1, 2011 and September 1, 2012 shall be governed by the following provisions that will be implemented based on the July 1, health insurance rate increase for each school year.

If the MESSA Choices II health insurance PAK rate increase for 2011-12 exceeds 10%, effective September 1, 2011 the \$200/400 deductible in network (\$400/800 out-of-network) will be added to the MESSA Choices II plan, all other riders and provisions listed above will continue.

If the MESSA Choices II health insurance PAK rate increase for 2012-13 exceeds 10%, effective September 1, 2012 the \$200/400 deductible in network (\$400/800 out-of-network) will be added to the MESSA Choices II plan if it has not been previously added to the plan, all other riders and provisions listed above will continue. If the insurance rate increases by more than 10% and the \$200/400 deductible has already been added then the teachers’ formula generated salary increase for the 2012-2013 school year will be adjusted as follows:

MESSA PAK Rate Increase	Pay Increase will be reduced by:
10.1% - 11%	0.1%
11.1% - 12%	0.2%
12.1% - 13%	0.3%
13.1% - 14%	0.4%
14.1% - 15%	0.5%

but in no event will the pay increase for 2012-13 be less than 0%

- MESSA LTD, Plan II (which includes COLA, Freeze on offsets, drug, alcohol and mental, nervous treated same as another 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 Board will pay the MESSA Choices II (with \$10/\$20 prescription co-pay) single subscriber monthly premium rate but shall not be less than \$567 per month as a cash option toward the MESSA and MEA Financial Services non-taxable options and annuities via the 125 plan in Section B.2. below for a full twelve (12) month period. Such premium amounts 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

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. Beginning December 1, 2010 each teacher covered by PAK A or B above will contribute via payroll deduction a monthly amount equal to each employee's equal share of 5% of the monthly costs of the single, two person, and full family health insurance coverage as established by the MESSA health enrollment November 1, 2010 and September 1 of each school year thereafter.

Example: Step 1: $(8 \text{ singles} * \$540) + (9 \text{ two person} * \$1140) + (68 \text{ family} * \$1400) = 109,780$ (total monthly costs)
 Step 2: Number of teachers in PAK A (85) + Number of teachers in PAK B (12) = Total number of teachers (97)
 Step 3: $109,780 * 5\% / 97$ (teachers) = monthly contribution per teacher (56.59) EXAMPLE ONLY

At the employee's option deductions can be made through the district's Section 125 plan (per IRS code).

3. 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.
4. In the event that the rate increases are such so as to cause the implementation of the \$400/00 out-of-network deductible, the District will reimburse out-of-network deductible to the 250/500 level upon the teacher's submission of receipt to verify the deductible amounts.
5. An open enrollment period shall be held annually at a time that is mutually agreeable to the Association, the Administration and the Insurance Carrier.
6. The employer shall sign an Employer Participation Agreement.

Section C

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

ARTICLE XIX

Salary Schedule 2010-2011

Step	BA	MA	MA + 20
1	\$ 37,339.00	\$ 41,073.00	\$ 44,807.00
2	\$ 39,207.00	\$ 42,940.00	\$ 46,675.00
3	\$ 41,073.00	\$ 44,807.00	\$ 48,542.00
4	\$ 42,940.00	\$ 46,675.00	\$ 50,408.00
5	\$ 44,807.00	\$ 48,542.00	\$ 52,275.00
6	\$ 46,675.00	\$ 50,408.00	\$ 53,957.00
7	\$ 48,542.00	\$ 53,021.00	\$ 56,009.00
8	\$ 50,408.00	\$ 54,888.00	\$ 57,875.00
9	\$ 52,275.00	\$ 56,756.00	\$ 59,742.00
10	\$ 54,142.00	\$ 58,997.00	\$ 61,610.00
11	\$ 56,009.00	\$ 60,862.00	\$ 63,477.00
12	\$ 57,875.00	\$ 62,731.00	\$ 65,343.00
13	\$ 59,742.00	\$ 66,464.00	\$ 67,211.00
14	\$ 59,742.00	\$ 66,464.00	\$ 67,211.00
15	\$ 63,477.00	\$67,957.00	\$ 70,944.00
16	\$63,477.00	\$ 67,957.00	\$ 70,944.00
17	\$ 63,477.00	\$ 67,957.00	\$ 70,944.00
18	\$ 63,477.00	\$ 67,957.00	\$ 70,944.00
19	\$ 63,477.00	\$ 67,957.00	\$ 70,944.00
20	\$ 65,343.00	\$ 69,078.00	\$ 72,812.00
21	\$ 65,343.00	\$ 69,078.00	\$ 72,812.00
22	\$ 65,343.00	\$ 69,078.00	\$ 72,812.00
23	\$ 67,210.00	\$ 70,944.00	\$ 74,679.00
24	\$ 67,210.00	\$ 70,944.00	\$ 74,679.00
25	\$ 67,210.00	\$ 70,944.00	\$ 74,679.00
26	\$ 67,210.00	\$ 70,944.00	\$ 74,679.00
27	“	“	“
28	“	“	“
29	“	“	“
30	“	“	“

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.

2009-2010 and 2010-2011 Salary Schedule

The salary schedule for 2009-2010 and 2010-2011 shall remain identical to the salary schedule for 2008-2009. Except that each teacher eligible for a step increase will be granted the step increase at the start of each school year.

2011-12, and 2012-13 Salary Schedules -- to be developed based on the following:

The parties will determine the salary schedule increase for the 2011-12 and 2012-13 Salary Schedules using **either** Option 1 **or** Option 2 below (The salary increase is to be calculated based on the option that provides the greatest wage increase. In no event are the factors for the two options to impact the calculation of the other option either negatively or positively).

Formula will be applied based on June 30 budget and Audit data at end of previous school year (Example: June 30, 2011 budget and audit data will determine the 2011-12 salary schedule increase.)

OPTION 1:

In the event that the District's per pupil foundation allowance for the current-school year is increased over the amount appropriated in previous school year, 60% of the increased amount (i.e. over the foundation allowance for previous school year) will be allocated for teacher compensation, based on the blended pupil count for the fall membership count day in previous school year. This product shall first be reduced by FICA and MPSERS contribution amounts before being applied to form the current-school year salary schedule.

Example: The 2007-2008 foundation allowance increases by \$200 and the fall 2006 blended enrollment is 2480. The amount available is \$297,600 ($\$200 \times 2480 \text{ FTE} \times 60\%$). That amount would then be reduced by the employer share of FICA and MPSERS (now $17.74\% + 7.65\% = 25.39\%$) by taking the \$297,600 and dividing it by 1.2539. This result would be \$237,339.50. A second option based on the district's annual change in the fund balance could result in an amount available for salary increase.) Any salary increase will be calculated from the greater of the two formula options set here A uniform percentage raise (WITHIN LIMITS SET IN THE FORMULA) would be applied to the salary schedule for 2007-2008.

Should the audited blended enrollment for the current school year (based on the previous school year fall membership count day) increase over 2,441 blended students, the current Salary Schedule shall

be increased by 0.036% for each additional blended student beyond 2,441. Should the audited blended enrollment for the current school year (based on the fall membership count day) fall below 2,441 blended students, the current Salary Schedule shall be decreased by .036% for each student below 2,441.

OPTION 2:

“Should the District’s fund balance increase during the previous school year, 60% of the general fund – fund balance increase for the previous school year (including any reserve fund equity/fund balance/general fund balance including transfers to other funds that results in balance growth in those specific funds.) shall be applied towards a uniform percentage wage increase for all teachers. The total (note: the 0.5% -2.5% limitation below applies to either this fund balance increase formula or the per pupil/foundation grant formula shown above.)

In no event shall the above formulas result in an increase for the 2011-12 or 2012-13 school year of less than one-half percent (0.5%) or more than two and one-half percent (2.5%). The salary formula will be calculated and remitted upon verification by the Michigan Department of Education of enrollment and finalization of the current school year foundation allowance. Pay adjustments will be retroactive to the beginning of the current school year.

Both parties understand that the amount the “foundation allowance...is increased” in the pay formula in Article XIX Section A is comprised of those facets in the school aid act that are identified as additions to the basic foundation grant. (Categorical distributions are not included in the basic foundation). For example, for in a school year the basic foundation grant addition may be doubled for schools like Fremont that are currently at the bottom in funding. For purposes stated here this doubling, or any additional monies added to the basic student foundation grant, is part of the addition to the basic foundation grant and therefore is entered as such in the FPS/FEA formula.

The pay formula (see Article XIX Section A, Salary Schedule, current contract) is calculated on a year-to-year basis. For this agreement the number “2441” currently in the formula will be changed to the official blended enrollment count for the previous school year (per the contract language, 2472.70) to calculate the percent salary increase for the current school year. All references to previous in this section shall be changed to the current school year for purposes of this agreement.

2010-2011 – Every teacher who receives a satisfactory evaluation during the 2010-11 school year will be paid \$150 in the final paycheck of the school year. In the event that a teacher is not evaluated during the school year, the teacher’s performance will be considered satisfactory.

Section B

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

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 for 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:

Any teacher assigned to teach 75% or more of a teacher's full-time work schedule per week will be considered a full-time teacher.

For purposes of calculating the teacher's work time the number of minutes a part-time teacher is assigned to work with students or perform any non-contact work, such as counseling duties, per typical 5-day work week shall be calculated (with the understanding that passing time, prep time, and any contractually required report time outside the student day is prorated and already accounted for in the formula here.

Calculations shall be based on ratio of teacher A's contracted teaching time and the contracted teaching time expected of a full-time teacher in that building.

Example: A full-time High School teacher's required student contractual contact (instructional or classroom time, excluding preparation time) consists of 1400 minutes student contact time weekly. 75% of a High School teacher's weekly full time schedule is 75% of 1400 minutes.

Part-time pro-rata is calculated as follows:

High School teacher -

Contracted student-contact time per week divided by 1400 and multiply that by the full-time pay. If a teacher teaches 1013 per week, the math would be: $1013/1400 = .723571$. Then $.723571$ times the full-time pay.

Other building teachers -

Contract pay is calculated based on the same format as outlined above.

Section H - Pay for the extension of the school year

1. Work defined as non-instructions, 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 Article XX/Extra Curricular Salaries of this Agreement.
3. Teachers hired to teach in the district's summer program will be paid at their per diem rate provided:
 - a. the expectation of responsibility 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 \$19.00 per class hour at the option of the teacher.

Section K

Each bargaining unit member shall receive annually a Board paid 403b annuity (or equivalent cash) in the amount of \$150.00.

Section L

For the 2010-2011 school year only, bargaining unit member above step 25 on the Salary Schedule shall receive a one-time non-recurring payment of three hundred fifty dollars (\$350).

**ARTICLE XX
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/Assistant 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 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 and summer lessons for the middle school and high school bands. Summer lessons will be organized by the Band Director any may include sectional rehearsals as well as individual lessons. The Band Director will schedule ten (10) days during the summer at 2.5 hours per day for this purpose.

The Assistant Band Director will receive 5% of the base salary up to the sixth step for fulfilling the following duties and responsibilities.

1. Summer sectional rehearsals and individual lessons. Eight (8) days will be scheduled during the summer at 2.5 hours per day for this purpose.

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
<u>Elem Grade Level Chairs</u>		
Pre K-, K	1	3%
1 st Grade	1	3%
2 nd Grade	1	3%
3 rd Grade	1	3%
4 th Grade	1	3%
5 th Grade	1	3%
K-5 Special Ed.	1	3%
Total Elem. Schools	7	
 Middle School Dept. Chairs (5 or greater staff in department = 3%, 4 or less staff in department - 2.25%)		
Language Arts	1	3%
Science	1	3%
Social Studies	1	3%
Math	1	3%
Exploratory	1	2.25%
Technology	1	2.25%
Special Ed.	1	3%
Total Middle School	7	
 High School Dept. Chairs (5 or greater staff in department = 3%, 4 or less staff in department = 2.25%)		
Life Skills (5)	1	3%
(Home Economics, Business/Computers, Industrial Arts)		
Science (5)	1	3%
(Science, Agriculture)		
Humanities (3)	1	2.25%
(Foreign Language, Arts)		
Math (5)	1	3%
Language Arts (6)	1	3%
Social Studies (5)	1	3%
Special Education (7)	1	3%
Total High School	7	

Alt. Ed. Dept. Chair (3) 1 2.25%

K-12 Departments

Music 1 3%
Guidance/Counseling 1 2.25%
Media/Technology 1 2.25%
Physical Education 1 3%
Health 1 2.25%
Total K-12 Departments 5

School Improvement Chairs/Committees – Elementaries

Pine Chair 1 3%
Pathfinder Chair 1 3%
Daisy Brook Chair 1 3%
School Improvement Chairs 15 1.5%
Total Elem. School Impr.

School Improvement Chairs/Committees – Middle School

Middle School Chair 1 3%
School Improvement Chairs 5 1.5%
Total M.S. School Impr.

School Improvement Chairs/Committees – High School

High School Chair 1 3%
School Improvement Chairs 5 1.5%
Total H.S. School Impr.

GRAND TOTALS: ADDITIONAL SCHEDULE B POSITIONS

K-12 Curriculum Committee Chairs (up to 10)

Math 1 1.5%
Language Arts 1 1.5%
Science 1 1.5%
Social Studies 1 1.5%
Life Skills 1 1.5%
Total K-12 Curr. (From curriculum funds)

6-12 Core Content Coordinators (4) 3.0%

Pathways Coordinator 1.5%

TOTALS INCLUDING K-12 COMMITTEE CHAIRS

Section G

The listing of a position on the Extra-curricular Schedule or on Schedule B does not obligate the Board to fill that position.

**ARTICLE XXI
EXCLUSION OF TENURE IN POSITION**

A 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.

**ARTICLE XXII
DURATION OF AGREEMENT**

This Agreement is the complete agreement between the parties. This Agreement shall become effective on August 20, 2009, and will remain in effect until August 19, 2013.

FREMONT EDUCATION ASSOCIATION

_____	_____	_____	_____
Chief Negotiator	Date	Representative	Date
_____	_____	_____	_____
Representative	Date	Representative	Date

FREMONT BOARD OF EDUCATION

_____	_____	_____	_____
President	Date	Secretary	Date
_____	_____		
Superintendent	Date		

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 of 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 is 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

**FREMONT PUBLIC SCHOOL DISTRICT
PROBATIONARY TEACHING PLAN**

200__ to 200__

Bargaining Unit Member's Name: _____

Date: _____

Date Received by Principal:

Objective(s)	Anticipated Activities and/or Procedures

APPENDIX IV

INDIVIDUAL DEVELOPMENT PLAN FOR PROBATIONARY TEACHERS

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 V

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 _____

EVALUATORS POSITION

DATE OF OBSERVATION _____

TIME OF OBSERVATION _____ LENGTH

APPENDIX VI

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 pre-conference 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 teacher 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

CONSISTENTLY MEETS A check in this box indicates that the teacher "consistently meets" the expectations in this performance area.

INCONSISTENTLY MEETS 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.

DOES NOT MEET 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.

N/O No opportunity to observe.

N/A 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 expectation 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.

III. PERFORMANCE AREAS

A list of performance area 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"/>
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"/>
2. 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"/>
3. The selected resources and methods are	Meets	Expectations	Does Not		

those which are effective in teaching objectives.	Consistently <input type="checkbox"/>	Inconsistently <input type="checkbox"/>	Meet Expectations <input type="checkbox"/>	N/O <input type="checkbox"/>	N/A <input type="checkbox"/>
4. 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"/>
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"/>
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"/>
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"/>
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"/>
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"/>
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"/>
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"/>
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"/>

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"/>
--	--	---	--	---------------------------------	---------------------------------

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"/>
--	--	---	--	---------------------------------	---------------------------------

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"/>
---	--	---	--	---------------------------------	---------------------------------

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"/>
---	--	---	--	---------------------------------	---------------------------------

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"/>
---	--	---	--	---------------------------------	---------------------------------

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"/>
--	--	---	--	---------------------------------	---------------------------------

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"/>
F. TOTAL SCHOOL PROGRAM RESPONSIBILITY					
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.)

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

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

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

VIII. AREAS REQUIRING TEACHER IMPROVEMENT PLAN (if appropriate).

X. APPRAISER RECOMMENDATION

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

Date of Observation Conference	Recommendation for Probationary Teachers ____ 2 nd year probation ____ 3 rd year probation ____ 4 th year probation ____ Tenure ____ 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

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

III. EXPECTED RESULTS

DATE TO BE ACHIEVED

IV. APPRAISAL METHOD

REVIEW DATES _____

TEACHER _____

APPRAISER

(signature)

DATE OF OBSERVATION

DATE OF CONFERENCE _____

TEACHER _____

(signature)

APPENDIX VII

NOTICE OF RETURN FROM LEAVE OF ABSENCE

Pursuant to agreement regarding the administration of Article XV (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 XV, 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 VIII

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 IX

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.

Middle school homerooms may continue if teachers are not required to do outside prep.

FOR THE DISTRICT:

FOR THE FEA:

Signature

Signature

Date

Date

APPENDIX X

LETTER OF AGREEMENT

The Fremont Public Schools and the Fremont Education Association have discussed the issue of mentor teachers and, as a result of the discussions, have reached the following agreement:

- A. A mentor teacher for the Fremont Public Schools shall be defined as a Master Teacher as defined in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the Code.
- B. Each bargaining unit member in his/her first three (3) years of employment shall be assigned a mentor teacher. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. A mentor teacher shall be assigned in accordance with the following:
 - 1. Every teacher (as defined by the State of Michigan) to the Fremont Public Schools beginning in 1994-95 school year shall be paired whenever possible with a practicing, veteran teacher employed in the district.
 - 2. Participation as a mentor teacher shall be voluntary.
 - 3. The responsibilities of the mentor teacher will include the following:
 - a. orientation to staff procedures, policies, etc.
 - b. support for curriculum implementation
 - c. classroom management support
 - d. peer coaching and collaboration
 - 4. A mentor teacher will make a school-year commitment, with renewal encouraged for the remaining two years. However, an assignment of a mentor teacher may change as requested by the mentor, the mentee or the principal.
 - 5. Mentor teachers will be selected as agreed by the mentee and the principal within the first 30 days of the school year.
 - 6. Mentor assignments shall be posted via the normal posting provision of Article IX of the Master Agreement.
 - 7. The mentor position shall be filled subject to the same provisions as outlined in Article IX.
 - 8. Every effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification or work assignment.
- D. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality work performance, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or mentee. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.
- E. As often as is feasible, the mentor and the mentee teachers should visit, observe and share in the teaching/learning process in each other's classrooms. This can be accomplished in several ways:

1. the teachers may develop a unit or lesson which can be team taught by bringing the students from both classrooms together.
2. the partners may request a substitute for one classroom so that both may work in the other classroom on a special lesson, task or problem; or
3. either partner may use planning periods, or time when students are in special classes or field trips, to visit and observe in the other's classroom.

These activities are aimed at improving the mentees' understanding and skills through demonstration lessons, observing the mentor, role modeling and risk-taking in a supportive and nurturing environment that maintains the integrity and focus of the classroom on learning.

The partners will be given two days of release time per school year for observation, modeling or shared teaching of lessons and materials. The two days of release for the pair may be allocated as the mentee desires. For example, the mentor, in consultation with the mentee, may decide that the new teacher needs 1 ½ days to observe; the mentor teacher would use the remaining ½ day.

- F. Mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching.
- G. No later than the end of the first year that a bargaining unit member serves as a mentor teacher, he/she shall attend a workshop or conference approved by the Administration for the purpose of training the bargaining unit member to serve as a mentor teacher. All expenses shall be paid by the school district. Mentor teachers will be offered other opportunities for support and training such as peer coaching and collaboration skills.
- H. Mentors and their mentees will meet regularly to discuss any issues or problems being met by the new teacher (it is expected mentors/mentees will meet any average of 30 minutes per week). In addition, this time will be used to identify areas for growth and skill development in which the mentor may assist and guide. Mentors will maintain logs for the times of these meetings. This log will be submitted to the district central office at the conclusion of the first and second semesters of the school year.
- I. Mentors and mentees will collaborate annually to develop a Professional Development Plan for the mentee. The plan will contain appropriate target goals for the new teacher and indicate appropriate activities to achieve the goals. It is understood that the plan can be modified to meet the specific needs of the mentee. A copy of the Professional Development Plan will be submitted to central office by October 1 of each school year.

The district will provide professional development activities for the professional staff on an ongoing basis. Notice of such activities, including dates, time, location and other details will be communicated through the office of the Director of Curriculum and Instruction. Attendance at such activities will be voluntary. However, attendance is encouraged for mentors and mentees should the topic or activity be pertinent to a target goal of the mentee's professional development plan.

- J. Mentor and mentee requirements for the three-year program will include the following:

First year:

1. Attend monthly scheduled mentor/mentee meetings facilitated by the Director of Curriculum and Instruction.
2. Visit, observe and share in the teaching/learning process in each other's classroom.

3. Collaborate in developing the mentee's Professional Development Plan.
4. Meeting regularly (30 minutes per week) to discuss any issues or problems met by the new teacher.
5. Submit annual Professional Development Plan and required logs to central office.
6. Mentor teachers are encouraged to attend at least one workshop/conference with their mentee during the three-year program.

Second and third years:

1. Same as above with the exception of #1 (required attendance at monthly meetings).
- K. Mentor teachers will be recognized at the year-end staff service awards/retirement banquet.
- L. Extra Duty Salary Schedule:
Mentor Teacher - 3% of BA Base up to Step 6 on the Salary Schedule per school year assignment.

For the Fremont Public Schools

For the Fremont Education Association

Date:_____

Date:_____

This Letter of Agreement sunsets with the 2009-2013 Professional Education Agreement on August 19, 2013.

APPENDIX XI

LETTER OF AGREEMENT

Adjunct Instructors / College Credit Courses

The parties agree to the following provisions with regard to teachers who teach a district course as an adjunct instructor or those teachers who teach college credit courses.

1. The purpose of the adjunct instructor assignment is to provide an opportunity for the District's High School students to earn college credit through course work made available at Fremont High School during regular high school instructional hours.
2. Assignments of a bargaining unit member as an adjunct instructor shall only occur upon the consent of the bargaining unit member, the district's administration, and the sponsoring college or university.
3. While serving as an adjunct instructor during regular instructional hours, a bargaining unit member will serve in that capacity as an employee of Fremont Public Schools.
4. Vacancies in an adjunct instructor assignment, as described above, will be posted. Selection for an appointment to an adjunct instructor assignment shall only be upon the consent of the teacher, the District's administration and the sponsoring college or university.
5. The sponsoring college/university shall be responsible for evaluating the teacher's performance in the adjunct assignment. This evaluation shall be distinct and separate from the District's appraisal of teacher performance for that portion of the teacher's assignment not involving college courses.
6. Compensation for services performed as an adjunct instructor by a bargaining unit member will be paid by the District in accordance with applicable terms of the Professional Education Agreement between the District and the Association. If there is a substantial alteration or addition of duties associated with the adjunct assignment, the District and the Association will bargain over the impact of any such alterations.
7. An assignment as an adjunct instructor shall be regarded as an academic class (or classes, as applicable) for purposes of the Professional Education Agreement, including, but not limited to Article VI / Teaching Load. However, adjunct assignments shall be excluded from the computation of average class sizes under the provisions of Article VI, paragraph C.
8. A teacher's continuation in an adjunct assignment is subject to the consent of the sponsoring college/university, the District, and the teacher. In the event that a teacher's adjunct assignment is discontinued, he/she shall be assigned a replacement academic class offered by the district, subject to the teacher's seniority, certification, and qualifications. It is understood that the operation of this provision may result in the displacement or reduction of a bargaining unit member per the terms of this agreement.

For Fremont Public Schools

Date _____

For the Fremont Education Association

Date _____

Appendix XII
Letter of Agreement
Between the
Fremont Board of Education
and the
Fremont Education Association
9-21-2010

Subject: Evaluation and Performance Pay Committees

The parties hereby agree to the establishment of joint committees for the purpose of reviewing and recommending contract language to comply with Michigan Revised School Code sections, 1249 and 1250 (specifically, the Evaluation process and Performance Pay).

Any recommendations of the committees will be made to the parties' respective bargaining teams, and the parties additionally agree that they will enter into negotiations upon receipt of the recommendations. Any contract changes with regard to these issues shall be subject to the negotiation of the parties and each party's ratification process. The intent of this process is to have language that complies with the statute in place for the 2011-12 school year.

The parties shall each select three (3) to (4) participants to serve on an Evaluation Process Review Committee. The committee is charged to review the current contractual evaluation process in light of legislative requirements established in MRSC section 1249 and MDE guidelines and to make recommendations to the parties' bargaining teams for negotiations and ratification of an evaluation process and documentation that complies with the requirements established by the statute. The committee is to report progress to the bargaining teams by April 1, 2011 with a full report and recommendations due on or before May 1, 2011.

Additionally, the parties shall each select three (3) to (4) participants to serve on a Performance Pay Review Committee. The committee is charged to review the current contractual in light of legislative requirements established in MRSC section 1250 and MDE guidelines and to make recommendations to the parties' bargaining teams for negotiations and ratification of a Performance Pay model(s) and/or process, and if appropriate with documentation, that complies with the requirements established by the statute. The committee is to report progress to the bargaining teams by April 1, 2011 with a full report and recommendations due on or before May 1, 2011.

The parties agree that additional resource people can be added to the committee structure with notice to the other party.

Current contract procedures and language shall apply until such time as the parties ratify changes.

For the Fremont Public Schools Date

For the Fremont Education Association Date

Appendix XIV

**Letter of Agreement
Between the
Fremont Board of Education
and the
Fremont Education Association**

9-21-2010

Subject: Mid-year lay-off

If student enrollment losses exceed the district's best projections and district anticipated revenues are reduced below the district's projections for the school year prior to December 1st, the parties agree that for the 2010-11, 2011-12, and 2012-13 school years if needed the District can exercise a second lay-off notification date of December 1 with the earliest effective lay-off date of mid-January (end of semester) and with the latest effective lay off date being the end of the second (2nd) trimester.

This letter is the total agreement of the parties on this matter and this letter of agreement shall expire upon expiration of the current Master Agreement unless mutually extended by the parties.

For the Fremont Public Schools Date

For the Fremont Education Association Date

Appendix XV

**Letter of Agreement
Between the
Fremont Board of Education
and the
Fremont Education Association**

Class Overages

In the event that a classroom's class size exceeds the maximum number of students that is addressed with the placement of a teacher's aid as provided in Article VI, the district may with the agreement of the classroom teacher exceed the maximum number that prompted the aid by up to two (2) additional students. The teacher will be compensated for this overload at the rate of ten dollars (\$10.00) per hour per student, for each class at the Middle and High School levels, or fifty dollars (\$50.00) per day per student at the K-5 level. This provision is applicable in special education as well if allowed by state regulations.

For FPS	Date	For the FEA	Date
---------	------	-------------	------