

PROFESSIONAL EDUCATION AGREEMENT

BETWEEN THE

FREMONT SCHOOL DISTRICT

AND THE

FREMONT EDUCATION ASSOCIATION

FOR THE CONTRACT YEARS

2024-2027

TABLE OF CONTENTS

	Preamble	1
Article I	Recognition	2
Article II	Teacher and Association Rights.....	3
Article III	Board Rights	5
Article IV	School Year.....	6
Article V	Teaching Hours and Conditions.....	7
Article VI	Teaching Load	9
Article VII	Teaching Conditions	12
Article VIII	Protection of Teachers	13
Article IX	Teaching Assignments, Vacancies & Transfers	14
Article X	Probationary Teacher Professional Development Plan.....	16
Article XI	Concerted Action Prohibition	16
Article XII	Grievance Procedure	17
Article XIII	Part-time Teachers/Job Sharing	19
Article XIV	Leaves	21
Article XV	Transfer of Experience.....	27
Article XVI	Educational Cost Reimbursement.....	27
Article XVII	Insurance	28
Article XVIII	Salary Schedules	31
Article XIX	Extra-Curricular Salaries	35
Article XX	Exclusion of Tenure in Position.....	40

Article XXI	Early Retirement Notice	40
Article XXII	Duration of Agreement	40
Appendix I	Grievance Report Form.....	42
Appendix II	Notice of Return from Leave of Absence	44
Appendix III	Letter of Agreement/Mentor	45
Appendix IV	School Calendar	48
Appendix V	Sick Leave Donations.	50
Appendix VI	Memorandum of Understanding.....	51

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AND
THE FREMONT EDUCATION ASSOCIATION

September 1, 2024

This Agreement entered into this 1st day of September 2024, 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

Fremont Public Schools' 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 school system.

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.

Section C

An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

This Section is required to be included in the contract due to Section 15(7) of PERA. The Union did not agree to this provision. By signing this Agreement, the Union does not agree or acknowledge that this provision is binding on either the Union or the Employer. The Union reserves all rights to assert that this clause is unenforceable.

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

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 B

A bargaining unit employee shall be entitled to have present a representative of the Association during any meeting which may lead to any disciplinary action beyond an oral warning by the employer.

Section C

A bargaining unit employee will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee originating after initial employment and to have a representative of the Association accompany them in such a review. Other examination of a bargaining unit employee's file shall be limited to qualified supervisory personnel, except that an Association representative may review such files when necessary for contract administration purposes or to provide a bargaining unit employee representation in other administrative or legal proceedings.

Section D

No material shall be placed in the bargaining unit employee's personnel file unless the bargaining unit employee has had an opportunity to review the material. Complaints against the bargaining unit employee shall be put in writing and clearly stated. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit employee's file, the affected employee shall review and sign such material. Such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Section E

The District shall reimburse any employee who has been assaulted up to \$700 for any personal property that has been damaged. The employee will need to provide receipts to be reimbursed. The employee may also request that two sick days that were sustained from an assault on campus and as a direct result from employment, be "forgiven" and added back to their bank of sick days.

Section F

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

Section G

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 H

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. The Board also agrees to provide contact, payroll and other job/work related information of bargaining unit members to the Association in connection with the Association's responsibility to negotiate and administer this Agreement and support all employees. All teachers also have an obligation to keep the District updated on the teacher's current contact information. The District will notify the FEA Treasurer of all new employees and payroll changes within five (5) work days of the change.
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 mailboxes 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.

Section I

The Board can discipline non-probationary employees for reasons that are not arbitrary or capricious. The term “discipline” as used in this provision relates to reprimands and unpaid suspensions which are not covered by the Teachers’ Tenure Act, and discharge for non-probationary professionally certified employees not covered by the Teachers’ Tenure Act. Any disciplinary matters involving probationary employees shall not be subject to the grievance and arbitration process. Discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher are governed exclusively by the Michigan Teachers’ Tenure Act, MCL 38.71, et seq. The District will apply a progressive program of discipline. The following progression of discipline will be followed:

- Oral warning, then
- Written reprimand, then
- One-day suspension without pay, then
- Three-day suspension without pay, then
- Further suspension without pay, then
- Discharge

The parties recognize that the severity of an offense may accelerate the above progression of discipline.

Section J

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. This provision does not create a basis for challenging evaluative or disciplinary action taken against a teacher, it being recognized that those processes are external to this Agreement.

ARTICLE III BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing: the management and control of School properties, facilities, grade levels, courses of instruction, materials used for

instruction and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE IV SCHOOL YEAR

Section A

The school year shall be 180 student attendance and 184 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 calendar for 2024-2025 is attached as Appendix IV.

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 184 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 shall be as follows:

High School. Seven (7) hours, twenty (20) minutes
Middle School. Seven (7) hours, twenty (20) minutes
Elementary School. Seven (7) hours, twenty (20) 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 ten (10) minutes before the start of the student school day.
2. 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.
3. Upon arrival at 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.
4. 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.
5. Fridays and days prior to vacation period, Fremont teachers may leave when the students are dismissed.
6. The following building Start/Stop and Report/Leave times shall be in effect.

<u>Building</u>	<u>Teacher Report</u>	<u>Student Day</u>	<u>Teacher Leave</u>
High School	7:55	8:05-3:05	3:15
Quest HS	7:50	8:00-3:00	3:10
Middle School	7:50	8:00-3:00	3:10
Daisy Brook	7:45	7:55-2:55	3:05
Pathfinder	7:45	7:55-2:55	3:05

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.*

Staff and grade level/department meetings will be limited to two (2) per month, with the total time not to exceed one hundred (100) minutes.

*See Memorandum of Understanding at Appendix VI 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

1. The Board will limit the student/teacher ratio in the elementary school (Young 5s-5) to twenty-six (26) to one. Teachers will include all professional personnel with the exception of the principals, secretaries, clerk, speech pathologists, diagnosticians, 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.
2. Further, the Board will limit Young 5s to 20, Kindergarten class size to 24, and 1st grade 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 27 students unless a half-time, qualified teacher assistant is provided, in which case the maximum will be 30 students. Class size in 3-4 will be a maximum of 28 students and grade 5 will be 29 students unless a half-time, qualified teacher assistant is provided, in which case the maximum will be 32 students.
3. 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 aide 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 thirty dollars (\$30.00) per day per student at the K-5

level. Compensation for class overage shall be paid out at the end of each semester and days in which a student has left the district for another district or homeschool shall not be counted towards the total amount.

4. In the event that a special education teacher's caseload exceeds the state law maximum amount, the teacher will be compensated for this overload at the rate of thirty dollars (\$30.00) per day per student.

5. It is the administrations' option to place a teacher in a vacant spot up to one semester if there are no qualified teachers available for that position. Volunteers will be sought initially. Teachers will be reimbursed for teaching during their prep at the rate of \$3,600 per semester.

Section B

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. Elementary prep time shall average no less than 55 minutes total daily, with a minimum of 30 consecutive minutes.

1. Beginning with the 2014-2015 school year, if the District offers physical education at the Elementary level as a special subject, Elementary classroom teachers will receive preparation during the time the special subject is instructed by the special subjects teacher. The teacher preparation time for teachers at the Elementary Schools (Pathfinder and Daisy Brook) shall be distributed as equally as possible between the buildings and teachers within the buildings, with the actual exact number of minutes as applied by Article VI, Section B Teaching Load.
2. 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.
3. All qualified teachers K-5 will be required to take a turn on a weekly rotation basis of supervising recess at the elementary level.

Section C

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

Physical Education	40	(Middle School)
Physical Education	40	(High School)
Life Skills	25	
Technology	30	

Shop	24
Academic Classes	30
Total Athletic Training	36 – Or 3 students per squat rack

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.

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

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 five (5) academic classes and one (1) preparation period (not less than 55 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-five (55) minutes

Section E

Beginning with the 2013-2014 school year, each Elementary and Secondary teacher shall be allocated one (1) school business day each school year, to be taken on school premises and by prior arrangement and approval of work, but not to be directed by the building administrator. This time must be taken in half-day segments, although the administrator may approve segments shorter than one-half day.

Beginning with the 2014-2015 school year, each teacher shall have 1.5 school business days each school year, subject to the above conditions.

Section F

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

Section G

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 H

1. Alternative High School teachers shall report ten (10) 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 20 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.
2. Class size maximums will be established at 20 each marking period.
3. 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.

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.

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 six (6) 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.

Section F - Teacher Evaluations

1. A classroom teacher will be evaluated pursuant to the Marzano I-Observation Model, consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. The District will measure student growth according to current Michigan law.
2. A probationary classroom teacher cannot challenge any aspect of the negotiated evaluation process, including observations, the IDP, the mid-year performance review, or their assigned rating.
3. We will follow the law as it pertains to administration training.

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

A. The seniority list shall be published and mailed or delivered to each bargaining unit employee by October 1 of each school year. Challenges or revisions to the list must be filed by November 1 of that same year; Otherwise, the seniority list will be considered final for that school year. Should there be disagreement by November 1 of the school year, the Board and Association shall submit the issue to Expedited Arbitration under the rules of the American Arbitration Association for determination of the final seniority list.

Seniority is defined as the length of unbroken service within the bargaining unit and shall be computed from the bargaining unit employee's first day of work since the most recent date of hire. All bargaining unit employees shall be ranked on the list in the order of their first day of work, as defined above. In the circumstance of more than one individual having the same day of work, the tie(s) 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, 2003, 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.)

B. All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position for more than one (1) year; However, until recall rights expire or are otherwise terminated by the employee, seniority is retained (frozen) if severance of employment is due to layoff.

C. Seniority shall continue to accumulate when bargaining unit employees are on approved unpaid leaves of absence of one (1) year or less, or for the full duration of a leave of absence due to Military Duty leave.

D. The Board shall use the seniority list from the previous school year (inclusive of any new hires that year), to determine any layoffs or recalls prior to October 1 of each school year.

ARTICLE IX TEACHING ASSIGNMENTS, VACANCIES AND TRANSFERS

Section A - Layoff, Recall, and Personnel Decisions Affecting Teachers

This administrative guideline applies to those individuals whose employment is regulated by the Teachers' Tenure Act, MCL 38.71 et seq. As used herein, the term "effectiveness"

is based on the effectiveness label given to a teacher in their most recent year-end evaluation pursuant to the School District's evaluation system.

The term "qualification" as used herein includes, but is not limited to, an individual's: area of certification, level of degree attained, type of degree attained (major, minor, or area(s) of focus), relevant previous experience, grade level of relevant experience, relevant classes or training, previous ratings, effectiveness and overall performance as a teacher, or past disciplinary.

Section B - Process for Conducting Layoffs

Reductions shall take place based on department and location.

1. Non-certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.
2. If a reduction is still necessary, the District shall lay off starting with the teacher with the lowest effectiveness rating score and proceeding toward the teacher with the highest effectiveness rating score in the department.
3. If a reduction is still necessary, the District shall look at a teacher's evidence of student growth reported in their year-end evaluation.
4. If a reduction is necessary, the District shall consider the teachers' discipline record.
5. If reduction is still necessary, teachers will be laid off in inverse order of seniority.

In the event of a layoff, a teacher to be laid off will be given as much advance notice as practicable, but not less than two weeks in the summer and 30 days during the school year.

Section C - Process for Conducting Recalls

Recalls will be conducted in the inverse order that layoffs occurred and using the same criteria.

A teacher on layoff will not be considered qualified for recall if that teacher has no experience teaching that subject matter, does not have a degree in the subject matter, or has not taught at the level (i.e., elementary, middle, or high school level).

A highly effective or effective teacher will not be eligible for recall if: he/she fails to respond to a recall notice within 10 days; or, has resigned or otherwise terminated his/her employment with the School District.

Teachers rated Needing Support for the past two consecutive years will not automatically be recalled.

A teacher that has received a rating of Needing Support on his/her most recent year-end performance rating will not be given any preference that would result in him/her being retained or recalled over a teacher rated Developing or Effective.

Section D - Awarding Vacancies

Preference for vacancies will be given to certified bargaining unit members, but the ultimate decision on filling a vacancy will be left to the superintendent.

Section E - Transfers

The superintendent retains the right to transfer bargaining unit members, but they shall consider all voluntary transfer requests prior to making a decision.

ARTICLE X PROBATIONARY TEACHER PROFESSIONAL DEVELOPMENT PLAN

Section A

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.

1. All new hires shall prepare a professional development plan during the first semester of employment.
2. 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.
3. The Teacher will file the professional development plan with his/her principal.

ARTICLE XI 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 XII 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 XIII 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 ($\frac{1}{2}$) the stated benefits.

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

Teachers working less than one-half (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 XIV, 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 XVIII, Section J, 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 XVIII. 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 XIV LEAVES

Section A – Personal Business

1. 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. A bargaining unit member planning to use a personal business leave day or days shall notify his/her principal/supervisor at least one day in advance, except in cases of emergency. Personal business leave days shall be available for the practice of individual religious preferences.
 - b. Bargaining unit members who have not taken all of the credited personal business days from the previous year may carry forward one (1) unused personal business day to a maximum of three (3) personal business leave days in any one school year. Teachers not using allotted or accumulated personal business days who have more than one (1) day to transfer into the following year's personal leave accumulation shall have remaining days transferred to their accumulated sick leave account.

- c. Bargaining unit members who have accumulated 90 sick leave days at the start of each school year shall be credited one (1) additional leave day; however, in no case shall more than four (4) 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: two (2) at Pathfinder, two (2) at Daisy Brook 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 Quest High School, three (3) at Daisy Brook, 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.

6. Personal days may not be used on professional development days. However, the district Superintendent may approve absences on professional development days in the case of a hardship.

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 will be placed in a bargaining unit position for which the teacher is certified and qualified unless the employee is laid off.

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 II.
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.

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.
6. Each certified and qualified teacher is paid fifty dollars (\$50) for each unused sick day upon retirement up to one hundred thirty (130) days with a minimum of 15 years of experience and provided the teacher works through the last day of school in the year in which they retire.

Section E - Funeral Leave

1. A teacher will be granted a maximum of three (3) days leave for each death in the immediate family of said teacher. Immediate family is limited to children, step-children, spouse, siblings, parents, parents-in-law, grandchildren, grandparents, son-in-law or daughter-in-law, brother-in-law or sister-in-law.
An additional two (2) days of paid leave may be granted by the Superintendent, which shall be charged to the teacher's sick leave if he/she has over five (5) days accumulated.
2. Additionally, the Superintendent, in his sole discretion, may grant one (1) day per occurrence to attend to the death of a non-immediate family member.

Section F – Association Leave Days

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

Section G - 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 will be placed in a bargaining unit position for which they are certified and qualified upon return from leave, unless they are laid off.
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 six weeks 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) work weeks 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 (if taken under FMLA) 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. If the leave is not taken under FMLA, the teacher will be placed in a bargaining unit position for which they are certified and qualified, unless the teacher is laid off. 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 (if taken under FMLA) 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. If the leave is not taken under FMLA, the teacher will be placed in a bargaining unit position for which they are certified and qualified, unless the teacher is laid off. 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 leave, and bereavement. The form shall be kept with payroll records and shall not be a part of the teacher's personnel file.

ARTICLE XV TRANSFER OF EXPERIENCE

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

ARTICLE XVI EDUCATIONAL COST REIMBURSEMENT

Section A

Three hundred fifty dollars (\$350.00) expense reimbursement will be paid per credit hour for each in-person or hybrid-model class. One half (1/2) expense reimbursement will be paid per credit hour for each online class up to \$350 per credit hour. All classes must have pre-approval of the Superintendent.

A staff member may take up to six (6) credits each fall/winter semester and up to nine (9) credits during the summer months.

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 instructors. Such proof shall be presented within six (6) months of the issuance of such documentation.

Requirements for reimbursement include:

- A. Classes must be taken off campus and be direct instruction classes hybrid classes (part on-line and part in the classroom), or online classes.
- B. Classes must be taken from an accredited public university in the state of Michigan. These would include Central Michigan University, Eastern Michigan University, Ferris State University, Grand Valley State University, Lake Superior State University, Michigan State University, Michigan Technological University, Northern Michigan University, Oakland University, Saginaw Valley State University, University of Michigan, University of Michigan-Dearborn, University of Michigan-Flint, Wayne State University, Western Michigan University.
- C. All classes must have pre-approval of the Superintendent.

The parties agree to the District offering the 27k grant program for tuition reimbursements that may qualify the eligible employee to treat the reimbursement as tax exempt pursuant to IRS rules and regulations.

ARTICLE XVII 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, C, D

Effective January 1, 2024, a teacher can elect MESSA Choices 2 with a \$500/\$1,000 in-network deductible, MESSA ABC Plan with a \$1,600/\$3,200 in-network deductible (subject to change each January 1), MESSA ABC Plan with a \$1,600/\$3,200 in-network deductible (subject to change each January 1) and a coinsurance of 20%, or MESSA Essentials. For teachers enrolled in the MESSA ABC Plans, the Board's share of the HSA contribution to help with the high deductible is \$750/\$1,500. Fifty percent (50%) of the Board's share of the applicable deductible amount will be remitted to teachers enrolled in the MESSA ABC Plan in January with the remaining portion of the Board's share of the deductible paid in shares of: one-twelfth (1/12) in July, one-twelfth (1/12) in August and the balance of the Board's share of the deductible [one-third (1/3)] to be paid in September.

In no case will the Board of Education's deductible and premium contributions exceed the hard cap limits established by the Publicly Funded Health Insurance Contribution Act (2011 Public Act 152).

The teacher enrolled in health insurance will be responsible for any premium amounts in excess of the hard cap through payroll deduction. The premium contribution by the District will be adjusted to the maximum hard cap levels for that plan coverage year as permitted under the Publicly Funded Health Insurance Contribution Act (2011 Public Act 152).

Bargaining unit members not electing MESSA-PAK A, C, D or E will select MESSA-PAK B.

PAK B

For those employees not electing health insurance, the Board will pay \$350 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.

All Pak A and Pak B plans include the following:

- 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 80/80/80: \$1,000 annual maximum; 80% Class IV no maximum; 2 cleanings.
- Negotiated Term Life insurance with AD&D in the amount of \$40,000 for each teacher.
- Vision, VSP3.

An employee may choose a short-term disability option and the District will pay half of the monthly premium during the employee's first five years of teaching.

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. 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. An open enrollment period shall be held annually at a time that is mutually agreeable to the Association, the Administration and the Insurance Carrier.
5. 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 XVIII

Salary Schedule 2024-2025

3.0% increase on schedule. Full step increase.

24-25	BA	MA	MA+20	2 MA
STEP				
1	47,165	51,656	56,149	58,251
2	48,816	53,335	57,834	60,301
3	50,524	55,068	59,569	62,412
4	52,292	56,858	61,355	64,596
5	54,123	58,992	63,196	66,857
6	56,149	60,640	64,910	69,008
7	58,395	63,784	67,378	71,631
8	60,640	66,030	69,623	74,019
9	62,887	68,276	71,869	76,407
10	65,133	70,973	74,117	78,796
11	67,378	73,217	76,362	81,182
12	69,623	75,464	78,607	83,570
13	71,869	79,956	80,854	85,959
14	74,115	80,853	83,100	88,538
15	76,362	81,751	85,345	90,733
16	76,362	81,751	85,345	90,733
17	76,362	81,751	85,345	90,733
18	76,362	81,751	85,345	90,733
19	77,484	82,426	86,469	93,122
20	78,607	83,100	87,592	93,122
21	78,607	83,100	87,592	93,122
22	78,607	83,100	87,592	93,122
23	80,853	85,345	89,838	95,510
24	80,853	85,345	89,838	95,510
25	80,853	85,345	89,838	95,510
26	80,853	85,345	89,838	95,510
27	83,279	87,906	92,533	98,376
28	83,279	87,906	92,533	98,376
29	83,279	87,906	92,533	98,376
30	83,279	87,906	92,533	98,376

2025-26: Wages will be renegotiated for the 2025-26 school year.

2026-27: Wages will be renegotiated for the 2026-27 school year.

Section A

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

Section B

Salary schedules shall be paid in twenty-six (26) equal payments unless the teacher notifies the Business Office that 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 - Second Master's Lane

All programs must have preapproval of the Superintendent. Prior to moving to the two Master's salary lane, proof must be presented to the Superintendent that a candidate has completed a rigorous program from a regionally accredited university with a substantial brick-and-mortar presence in the state of Michigan. Such proof shall include transcript or grade receipts.

Section G

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 H

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 the ratio of teacher A's contracted teaching time and the contracted teaching time expected of a full-time teacher in that building.

Section I - 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 XIX/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 the 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 J

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 K

In the event a teacher substitutes for another teacher during their preparation period, then the subbing teacher shall be paid \$20.00 per class hour at the elementary level and \$25.00 at the secondary level, both at the option of the teacher.

Section L

Each bargaining unit member that achieves an overall evaluation of effective or highly effective shall receive annually a Board paid 403b annuity (or equivalent cash) in the amount of \$150.00.

Section M

Bargaining unit members with thirty (30) years or more of service in the district who work through the final day of the school year will receive an off-schedule payment of \$1000.

Section N

All new, credentialed hires will receive one thousand dollars (\$1,000) as a signing bonus. After completion of two (2) full years of teaching in the District, the teacher will receive a second one thousand dollars (\$1,000) retention bonus.

ARTICLE XIX 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 extracurricular 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

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

Schedule B

Football	
Head Varsity	14.0
Assistant Varsity (2)	7.5
Head Junior Varsity	8.5
Assistant Junior Varsity	7.5
Head Freshman	8.5
Assistant Freshman	7.5
Middle School (2)	6.0
Cross Country	
Boys Head Varsity	14.0
Girls Head Varsity	14.0
Middle CO-ED **	6.0

* Amended on 11/26/24 in mutual agreement with the FEA negotiating team to reflect the original intent for MS CC.	
Wrestling	
Head Varsity	14.0
Junior Varsity	8.5
Middle School	6.0
Volleyball	
Head Varsity	14.0
Junior Varsity	8.5

Freshman	8.5
8th Grade	6.0
7th Grade	6.0
Basketball	
Boys Head Varsity	14.0
Boys Junior Varsity	8.5
Boys Freshman	8.5
Boys 8th Grade	6.0
Boys 7th Grade	6.0
Girls Head Varsity	14.0
Girls Junior Varsity	8.5
Girls Freshman	8.5
Girls 8th Grade	6.0
Girls 7th Grade	6.0
Golf	
Boys Head Varsity	8.0
Girls Head Varsity	8.0
Swimming	
Boys Head Varsity	12.5
Boys Assistant Varsity	7.5
Girls Head Varsity	12.5
Girls Assistant Varsity	7.5
Middle School (Co-ed)	6.0
Tennis	
Boys Head Varsity	10.0
Girls Head Varsity	10.0
Baseball	
Head Varsity	14.0
Assistant Varsity	7.5
Junior Varsity	7.5
Softball	
Head Varsity	14.0
Assistant Varsity	7.5
Junior Varsity	7.5
Track	
Boys Head Varsity	14.0
Boys Assistant Varsity	7.5
Boys MS Head Coach	6.0

Boys MS Assistant Coach	3.0
Girls Head Varsity	14.0
Girls Assistant Varsity	7.5
Girls MS Head Coach	6.0
Girls MS Assistant Coach	3.0
Soccer	
Boys Head Varsity	14.0
Boys Head Junior Varsity	7.5
Girls Head Varsity	14.0
Girls Head Junior Varsity	7.5
Cheerleading	
Fall Sideline	6.0
Head Winter Competitive	6.0
Assistant Winter Competitive	3.0
Music (per the following description)	
Band Director	14.0
Assistant Band Director	5.0
High School Choir	3.0
Middle School Choir	2.5
Daisy Brook Choir	1.5
High School Strings	3.0
Middle School Strings	2.5
Theatre	
High School Director	7.0
High School Theatre Assistant	3.0
Middle School Director	4.0
Summer Agriculture Contract	
11 Month Contract	
High School Class Advisors	
12th Grade	3.0
11th Grade	3.0
10th Grade	1.5
9th Grade	1.5
Travel Coordinators (per the following description)	
Beaver Island	3.0

Yahaba	3.0
Rainforest	3.0
Close-Up	2.0
Other (see below)	1.5
Other Activities	
Building Test Coordinator	3.0
Building SSD Coordinator	1.5
High School ELC	6.5
Middle School Student Council	6.5
Quest Student Advisory Advisor	6.5
National Honor Society	3.0
HS ELA Conf. Competition	1.5
High School Quiz Bowl	3.0
Middle School Quiz Bowl	2.0
MS Science Olympiad	8.0
Bass Club Coach	7.0
Yearbook Teacher	3.0
PBIS Team Members (4 members per building)	1.5 each
Teaching outside of the contract Per hour - BA, Step 1	0.068%
Other - Monetary Amounts	
Before/After/Lunch Supervision	\$30/ hour
PD outside of teacher contract	\$50/ hour
Prep Coverage - Elementary	\$20

Prep Coverage - Secondary	\$25
Physics in the Park	\$250
Showcase Coordinator	\$250
Spelling Bee Coordinator	\$250
Science Fair Coordinator	\$750
End-of-Year Video	\$250
Green School Award Building Coordinators	\$300 each
HS Graduation Coordinator	\$750
HS Dance Chaperone (per dance)	\$50 each
MS Dance Chaperones (split among volunteers)	\$200 total
6th Grade Fun Night Chaperone (split among volunteers)	\$200 total
Speak-Up Coordinator	\$600
Conservation Club *	\$400
MS Trails and Rec Club *	\$400
Daisy Brook Chess Club *	\$250
Elementary Math/Reading Nights and March is Reading Month – 2 per building	
Building Coordinator (each)	\$600
Coordinator Assistants (split between coordinator assistants at each building)	\$700 each
Varsity Club	\$2000
HS Talent Show Coordinator	\$500
High School Art Coordinator	\$500

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

*Clubs must hold 5 activity dates with a minimum of 8 students.

Paid work is expected to take place after or prior to the school day.

Music

Band - The Band Director will receive 14% of the base salary schedule up to the sixth step for all additional High School and Middle School activities that extend beyond the school day. The activities will include but are not limited to: HS fall marching band which includes one week of band camp and one week of practice, pep band, HS and MS Christmas Concerts, HS and MS Spring Concerts, HS and MS Solo and Ensemble, HS and MS Memorial Day Parade, Baby Food

Festival Parade, and commencement exercises.

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.
2. The Assistant Band Director will attend High School band camp and fulfill responsibilities at the direction of the Band Director.
3. School year activities which would include but are not be limited to the MS Christmas Concert, MS Spring Concert, MS Solo and Ensemble and MS Band Festival.

Choir - The Middle School and High School Choral Director will receive extra duty pay in the following amounts for Choral Night Activities: HS and MS - 2.0% of base salary; and Daisy Brook, 1.5%. It is understood that if evening performances are not completed, the extra duty salary will not be paid.

These activities include but are not limited to: HS and MS Christmas and Spring Concerts, HS District Conference Choral Festival, HS Solo/Ensemble Festival, and MS 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.

Travel Coordinators

On overnight school trips as approved by the Board of Education, and when not compensated by a grant, the district will pay the percent listed above.

Other - Trip coordinators on trips that have been established for five or fewer years.

Teacher Provided Professional Development

\$250 per hour for each presentation to be split among the presenters

Department Heads

Five or greater staff in the department = 3.0%, 4 or less staff in the department = 2.25%.

Departments include members of two or more people.

Elementary	
Grade Level Chairs	# of Teachers
Pre K - K	1
1st Grade	1
2nd Grade	1
3rd Grade	1
4th Grade	1

5th Grade	1
K-5 Special Education	1
Total Elementary	7
Middle School	
Language Arts	1
Science	1

Social Studies	1
Math	1
Special Education	1
Total Middle School	5
High School	
Language Arts	1
Science/Ag Science	1
Social Studies	1
Math	1
Life Skills	1
Humanities	1
Special Education	1
Total High School	7

K-12 Departments	
Music	1
Guidance/Counseling	1
Media/Technology	1
PE/Health	1
Art	1
Total	5

School Improvement Chairs/Committee Members		
School	Number of Teachers	Compensation
Pathfinder Chair	1	2.5%
Pathfinder SIT Members	5	1.5% each
Daisy Brook Chair	1	2.5%
Daisy Brook SIT Members	5	1.5% each
Middle School Chair	1	2.5%
Middle School SIT Members	5	1.5% each
High School Chair	1	2.5%
High School SIT Members	5	1.5% each
Quest Chair	1	2.5%
Quest SIT Members	2	1.5% each

ARTICLE XX
EXCLUSION OF TENURE IN POSITION

A bargaining unit member, who has not previously attained tenure under the Michigan Teachers' 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 XXI
EARLY RETIREMENT NOTICE

A written resignation must be filed with the Superintendent's office prior to February 1st each year in order to be eligible for the early notification payment for retirement effective June 30th of that year, and the teacher must work through the end of the school year. For teachers with 20-25 years of service with Fremont Public Schools, the payment is \$1500. For teachers with 26 or more years of service, the payment is \$2500.

ARTICLE XXII
DURATION OF AGREEMENT

This Agreement is the complete agreement between the parties. This Agreement shall become effective on September 1, 2024, and will remain in effect until August 31, 2027.

FREMONT EDUCATION ASSOCIATION

Chief Negotiator Date

Representative Date

Representative Date

Representative Date

Representative Date

FREMONT BOARD OF EDUCATION

President Date

Secretary Date

Superintendent Date

APPENDIX I
GRIEVANCE REPORT FORM

Grievance # _____ School District _____

Submit to Principal in Duplicate

Building _____	1. Superintendent
Assignment _____	2. Principal
Name of Grievant _____	3. Association
	4. Teacher

STEP I

If additional space is needed in reporting Sections B 1 & 2 of Step 1, attach an additional sheet.

A. Date Cause of Grievance Occurred _____

B. Date Cause of Grievance Occurred _____

1. Statement of Grievance _____

2. Relief Sought _____

Signature Date

C. Disposition of Principal _____

Signature Date

D. Position of Grievant and/or Association _____

Signature Date

STEP II

A. Date Received by Superintendent or Designee _____

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

NOTICE OF RETURN FROM LEAVE OF ABSENCE

Pursuant to agreement regarding the administration of Article XIV(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 XIV, 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 III - Mentoring

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.

M. All mentor positions will be posted for each building, understanding that if no teachers apply to mentor, then the district will endeavor to have no more than two mentees assigned to any one mentor and endeavor that no teacher with less than four years of experience be assigned as a mentor.

APPENDIX IV - Calendar

Fremont Public Schools

2024 - 2025 School Calendar

August '24							September '24							October '24						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		
November '24							December '24							January '25						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31	
February '25							March '25							April '25						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
						1							1			1	2	3	4	5
2	3	4	5	6	7	8	2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28		23	24	25	26	27	28	29	27	28	29	30			
							30	31												
May '25							June '25							July '25						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

	No School - Holiday/Break		Half Day - All
	Prof. Dev - Full Day		No School - Conf. Comp Time
	Half Day - Staff PM PD		S-180 T-184

APPENDIX V

Re: Sick Leave Donations

Any Association bargaining unit member who anticipates that he/she will exhaust all sick leave and must be absent for serious personal or family illness (as defined by the Family and Medical Leave Act) may make application to the Superintendent to request a donation of accrued sick leave hours from other Association bargaining unit members.

Upon the request of an Association bargaining unit member that this process be implemented, the Superintendent will consult with the Association President. Upon agreement of the Association President and the Superintendent, the Superintendent will send a written notification to all Association bargaining unit members advising them (per a form to be developed) of the request for a donation of accrued sick leave hours. Employees will have five (5) days to return the voluntary transfer form to the Superintendent's office.

Employees desiring to donate accrued sick leave hours will only be allowed to donate sick hours, not personal hours.

Upon receipt of the voluntary transfer form, hours will be distributed from the sick leave accounts of the volunteers (beginning in the order received) as needed to supplement the requesting employee's pay for as long as voluntary transfer hours are available. Hours will be taken from the volunteers' accounts on a rotation basis.

The requesting employee will be paid upon his/her current salary, not to exceed BA column, Step 7. Additionally, the requesting employee must have exhausted his/her own sick leave in order to be eligible to receive donated hours. Donated hours to any individual bargaining unit member shall not exceed thirty (30) days per request, and the same employee may make no more than one request in one school year. Employees receiving donated hours cannot receive long term disability benefits and donated sick leave time on the same day(s) of absence.

APPENDIX VI

MEMORANDUM OF UNDERSTANDING - Meetings

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