FREMONT CSD/EA 06-07

# Fremont

# Community

# Contract

# Master Contract

# 2006-2007

**Master Contract**
**2006-2007**

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## ARTICLE I

## PREAMBLE

Whereas, the Board of Education of the Fremont Community School District hereinafter referred to as "Board" and the Fremont Education Association hereinafter referred to as "Association", recognize and declare that providing a quality education for the students of the Fremont Community School District is their mutual desire, and that the character of such education depends predominately upon the quality and morale of the teaching service, it shall be the mutual aim of the parties to this agreement to improve conditions for the benefit of the students as required under the express provisions of this agreement.

Whereas, the Board has agreed to negotiate in good faith with the Association and, the Association also agrees to negotiate in good faith.

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

## ARTICLE II

## RECOGNITION

A. UNIT

The Board hereby recognizes the Fremont Education Association is the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 811) issued by the PERB on the 30th day of November, 1976.

The unit described in the above certification is as follows:

Included:

All full and regular part-time professional employees of the Fremont Community School District including but not limited to teachers, nurses, librarians, special teachers, and special education teachers.
Excluded:

Superintendent, principals, all employees specifically excluded by the act, and all non-professional employees of the school system including but not limited to teacher aides, cooks, cafeteria workers, custodians, bus drivers and secretaries.

## ARTICLE III

## ASSOCIATION RIGHTS

### A. USE OF FACILITIES

The Fremont Education Association and its members shall have the right to make use of school buildings and facilities at all reasonable hours for meetings and any equipment, including typewriters, mimeographing machines, calculating machines, computers, printers, software, the photocopier, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. The principal shall be notified of the time and place of all meetings. The above mentioned items shall be with the Superintendent's approval.

### B. COMMUNICATIONS

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, with the Superintendent's approval. The Association may use the district mail service and employee mailboxes for communication to employees.

### C. ACCESS TO MEMBERS

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property. This must be at a reasonable time, provided that this shall not interfere with normal school operations.

## ARTICLE IV

## EMPLOYEE EVALUATION

Section 1:
The performance of regular full-time and part-time first and second year classroom teachers shall be formally evaluated with the full knowledge of the employee a minimum of twice each school year. Beyond their second year of service, classroom teachers will be formally evaluated with full knowledge of the employee a minimum of once each year.

Section 2:
Within six (6) weeks after the beginning of each school year, teachers shall be acquainted by a member of the administrative staff with the evaluation procedures and criteria to be observed.

Section 3:
Results of the formal classroom observations provided for in Section 1 above, shall be in writing, with a copy to be given to the teacher within six (6) school days of the observation. The employee shall sign the evaluator's copy acknowledging receipt of the employee's copy.

Section 4:
The evaluator shall have a meeting with the teacher within eleven (11) school days following the classroom observation.

Section 5:
The teacher shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her evaluation file. Any written statement by the employee shall be made at the time of the evaluation conference, or within six (6) working days of the conference.

Section 6:
If deficiencies are identified, the evaluator or administrator shall counsel the teacher as to what the deficiencies are and give suggestions for improvement or remediation during a given time period.

Section 7:
Each employee shall be able to review at reasonable times, as determined by the administration, the contents of the employee's evaluation file. The employee may have copies at employee's expense for ten cents per page.

Section 8:
Any complaints directed toward an employee which are placed in the employee evaluation file, shall be promptly called to the teacher's attention in writing. If said complaint becomes a part of the employee's evaluation file, then the employee shall be given an opportunity to provide a written response within six (6) calendar days and have this included in the file.

Section 9:
Employees will be given a minimum of at least two school days, notice, prior to the formal evaluation, by the evaluator.

Section 10:
All employee evaluations are to be fair and accurate. Any employee who has been evaluated has the right to grieve said evaluation as unfair, unjust, or inaccurate through the grievance procedure set forth in this agreement, after consultation with the association. All grievances must be filed within 14 calendar days as set forth in the grievance procedure set forth in the contract.

## ARTICLE V

## GRIEVANCE PROCEDURES

A grievance shall mean that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problem which may from time to time arise affecting employees under this contract. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Procedure

1. The Grievance Form

The only form to be used to file a formal grievance shall be the grievance form available at the district office.

2. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

The failure of an employee or the Association to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal of that grievance. An Administrator's failure to give decision within the prescribed time limits shall permit the grievant to proceed to the next step.

3. Informal Discussion with Principal or Immediate Supervisor

An employee with a potential grievance must first discuss the problem with the principal or immediate supervisor, with the objective of resolving the matter at the lowest possible level. At all steps of a grievance after the informal discussion with the principal or immediate supervisor, the Association and Administration shall have the privilege to have representatives to attend any meeting required to resolve the grievance.

4. Level One-Principal (formal)

If, as a result of informal discussion with the principal or immediate supervisor a grievance still exists, the aggrieved person may invoke the formal grievance procedure. The grievance form, found in Appendix B of this agreement, must be signed by the Grievant and Association Negotiator. A copy of the form shall be delivered to the appropriate immediate supervisor or the principal. Such grievance must be filed within fourteen (14) calendar days from the time of the occurrence of the event. The written grievance shall state the nature of the grievance, spelling out the specific clause or clauses of this agreement which have been allegedly violated, misinterpreted, or misapplied, and shall state the remedy requested.

The principal or immediate supervisor shall indicate the disposition of the grievance in writing within fourteen (14) calendar days of receipt of the grievance. The principal or immediate supervisor shall furnish a copy thereof to the Association.

If the aggrieved party or the Association is not satisfied with the disposition of the grievance, or if no dispositions have been made within ten (10) calendar days, the grievance shall be transmitted to Level Two.

5. Level Two-Superintendent

The Superintendent or designee shall meet with the aggrieved person and the Association within fourteen (14) calendar days of receipt of a request for a meeting.

Within fourteen (14) calendar days of the meeting the Superintendent shall indicate the disposition of the grievance in writing and shall furnish a copy thereof to the Association.

6. Level Three-Arbitration

If the grievance is not resolved satisfactorily in Level Three, there shall be available a fourth level of impartial binding arbitration. The grievant and Association shall submit, in writing, a request to enter into arbitration within seven (7) calendar days of the third level reply from the Board. If a demand for arbitration is not filed within the seven (7) days of the third level reply, then the grievance will be deemed settled on the basis of the third level answer. Grievances which have been processed with the preceding steps of this procedure, and only such grievances, shall be submitted to arbitration as provided below:

The Public Employment Relations Board shall be requested to provide a list of seven (7) arbitrators. The moving party will strike the first name within three (3) calendar days. Each of the two parties shall alternately strike one name at a time from the list until one shall remain. The remaining name shall be arbitrator.

The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) calendar days from the date of the close of the hearings or, if oral arguments have been waived, then from the date the final statements and briefs on the issues are submitted. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.

Each party shall bear its own cost and expense of the arbitrator proceedings excluding the fee of the arbitrator which shall be shared equally by the employer and the grievant or his or her representative (s).

C. Miscellaneous

1. Group grievance

If the Board and the Association mutually agree that an individual grievance does, in fact, affect a group and/or class of employees, the rights of the group may be protected by the Association. The Association shall submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance procedure.

2. Written Decisions

All decisions rendered at Level One through Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association's Chief Negotiator. Decision rendered at Level Four shall be in accordance with the procedure set forth in the Section of Arbitration.

3. Meetings and Hearings
All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this Article. Unless agreed to by the Superintendent or designee, all grievances shall be processed outside the employee's work day.

## ARTICLE VI

## SALARY INFORMATION

A. Placement on Salary Schedule
Credit up to 5 years of experience on the employee salary schedule shall be given for previous outside teaching experience in a fully accredited school upon initial employment. Teachers may therefore be place on steps 1 through 5 depending upon successful teaching experience in a fully accredited school.

B. Advancement on Salary Schedule
1. Increments
Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Fremont Community School District for 100 teaching days or more in one school year.

2. Educational Lanes
Employees on the regular salary schedule who move from one educational lane shall move one eligible horizontal step on a higher lane per school year.

College credits will be applied to an employee's current contract lane index if hours are earned on or before September 1 of the year in session. Employees will supply the central office personnel with a copy of the applicable transcript or grade report by September 1. The superintendent may extend the deadline if unusual or unforeseen circumstances exist.

3. Replacement of Teacher
During the term of this contract if it is necessary to replace an employee for any reason, the Board will attempt to hire on the existing schedule. However, if unable to do so the Board may hire, a replacement employee at a higher step, but within the proper educational lane on the schedule and will notify the Association in writing of the facts surrounding the hiring, including the experience and degree of the applicant and their placement on the schedule. This paragraph shall be non-grievable.

C. Method of Payment

1. Each employee shall be paid in nine (9) or twelve (12) equal installments on the twentieth (20th) of each month.

2. Employees shall receive their checks at the school building and on regular school days unless otherwise designated by the teacher. An exception is when a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day. Paychecks will be dated and issued on the 15th day of the month. During summer vacation, checks will be mailed by the 15th day of each month to employees eligible to receive payment for a 12-month period unless other mutually agreed arrangements have been made.

3. Three hundred dollars will be advanced to anyone requesting such advantage of their regular salary after two weeks of the school year has been completed.

D.

**FREMONT COMMUNITY SCHOOL**
**SUPPLEMENTAL PAY**

| **ASSIGNMENT** | | **DOLLARS** |
|---|---|---|
| Summer Band | (per half hr. lesson-max. $1600) | 8.00 |
| Vocal and Instrumental Music | | 375.18 |
| Yearbook | | 210.00 |
| 6th Grade Sponsor | | 216.87 |
| 7th Grade Sponsor | | 216.87 |
| 8th Grade Sponsor | | 216.87 |
| Student Council | | 200.00 |

For the purpose of paying those staff members who work in sponsorship activities the following agreement has been made. All staff members will fill out paperwork verifying their hours worked for all class and/or middle school activities. On or around the 10th of May each school year these hours will be totaled up and divided into the total pay for all middle school staff.

Teachers may be required to work at one (1) athletic event with no compensation. Teachers working at additional games shall be paid $15.00 per night.

E. **SUPPLEMENTAL PAY FOR CURRICULUM DEVELOPMENT**
The district is committed to maintaining excellence in all programs. A critical part of this effort involves on-going curriculum development and adherence to a six-year cycle. The administration may use up to $2000 per year to reward teachers for their efforts in the area of curriculum development.

F. **DENTAL CHECK-UP REIMBURSEMENT**
The district will reimburse up to $50 after presentation of receipt for one dental check-up per calendar year for each full-time teacher. This amount is non-cumulative.

## ARTICLE VII

## LEAVE

A. Sick Leave:

Employees are granted leave of absence for medically related disability with full pay in the following amounts.

| | |
|---|---|
| First year employment | 10 days |
| Second year employment | 11 days |
| Third year employment | 12 days |
| Fourth year employment | 13 days |
| Fifth year employment | 14 days |
| Sixth year and subsequent years employment | 15 days |

Unused portions of sick leave shall be cumulative to 120 days and the Board shall require such reasonable evidence as may be desired confirming the necessity for such leave of absence. Sick leave that is earned for the current year will be used prior to deducting from the 120 days.

**Sick leave and personal days will be listed monthly on paychecks.**

Sick leave shall not be granted for elective surgery or for leaves for which reasonable evidence cannot be shown, confirming the necessity of sick leave absence.

The Board shall in each instance, require such reasonable evidence as necessary to confirm the need for such leave of absence.

B. Personal Leave:

Each employee shall be allowed 2 days for personal leave and an employee planning to use a personal leave day shall notify the administration at least three days in advance except in case of emergency; provided however, such leave shall not be taken for a school day immediately before or after a holiday, or vacation period. Cost of substitute shall be paid by the district. The administration may deny personal leave if the total certified personnel absent for the day would exceed 2 teachers. Unused personal leave may be accumulated to a total of 3 days beginning 1997-98 school year. The staff member may elect to be paid for unused personal leave at ¾ the sub pay.

C. Association:

Up to six (6) days shall be available for representatives of the Association to attend conferences, conventions or other activities of the local, state or national affiliated organizations of which three (3) days will be entirely paid by the district and three (3) days where the cost of a substitute will be paid by the Association.

D. Bereavement:

Up to five (5) days shall be granted in the event of the death of an employee's spouse, child, parents, or members of the immediate household. Up to three (3) days shall be granted in the event of the death of an employee's brother, sister, brother-in-law or sister-in-law, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law or father-in-law.

E. Professional Leave:

Each employee shall be credited with two (2) days to be used for the employee's professional leave. Professional days shall be used for the purpose of:

(a) Visitation to view other instructional techniques or programs.

(b) Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.

Professional leave shall be granted by the administration upon a showing by the employee of the relationship of the conference, etc. to the job of the teacher. The leave shall be at the district's expense, meaning cost of the substitute teacher and transportation.

F. Good-Cause-other temporary leaves of absence with or without pay may be granted in writing by the Superintendent for good reason.

G. Family Illness Leave:

Employees may be granted leave of absence at full pay for illness or doctor's appointments in the immediate family (immediate family shall be defined as spouse, mother, father, brother, sister, son or daughter, or extended family relative (extended family shall be defined as son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law, grandchildren and non-relative in the household for whom you are responsible). The leave days will not exceed three (3) days per occurrence; extensions will need to be approved by the Superintendent. Family leave will be deducted from the employee's sick leave.

H. Emergency Leave:

One day may be granted by the administration for funeral attendance in the event of the death of friend or family not provided for elsewhere in this contract. This will be available only to those faculty members that used no more than five sick leave days, or less than two personal leave days during the previous year.

I. Serious Illness:

Up to (5) per incident not cumulative for serious illness of a member of the immediate family. Up to three (3) days per incident not cumulative for the serious illness of extended family. A request for an additional serious illness leave with pay may be granted at the discretion of the Superintendent. Said decision shall be non-grievable. Serious illness days available, the Superintendent may grant additional leave days without pay for immediate family serious illness. Days used shall be deducted from accumulated sick leave.

## ARTICLE VIII

## INSURANCE

1. The Board will pay the full single monthly insurance premium for health insurance for full-time employees. Part-time employees will receive a pro-rated amount determined by the total days for

employment as compared to full-time employees. A copy of the insurance plan will be on file at the Superintendent's office.

Employees hired prior to July 1, 2000 can choose to be covered by health insurance or receive a tax-sheltered annuity as described in Item #2 below. Employees hired on/after July 1, 2000 can choose to enroll in the District's single health insurance coverage or receive ½ of the annuity amount (see # 2) as cash compensation or a tax-sheltered annuity.

2. **For the 2006-2007 school year, the tax sheltered annuity/insurance amount will be up to $477 in subsequent years, the monthly annuity amount will increase by the same percentage as the increase in the District's health insurance premium up to a maximum 10% increase.**

3. For any employee leaving the District, their current insurance coverage shall be paid by the District at the current rate through August of the year they leave the district.

4. The District shall provide all eligible certified staff with Life Insurance in the amount of $40,000.

5. The District shall provide each eligible employee Long Term Disability Insurance.

6. Each eligible employee shall be provided workmen's compensation as provided by law.

## ARTICLE IX

## EMPLOYEE WORK YEAR & HOURS

The employee work year shall be 185 days which 180 are student contact days and 5 in-service days.

The in-school day shall consist of not more than eight (8) hours.

Secondary teachers will have at least one (1) class period per day for preparation.

On days when the administration decides to dismiss classes early due to snow, fog, or other weather related problems that would cause dangerous road conditions, the employee shall be allowed to leave within 20 minutes of the time that the buses leave.

Staff members may be required to attend up to five additional staff in-service days above the current 5 days If additional days are to be added for 2006-2007 school year, the days will be added to the end of the school year and staff must be notified on/before May 10, 2007. Each additional day of service will be paid at the staff member's per diem rate of per seven (7) hour day.

**The certified employee master contract will be distributed to all teachers on first teacher contact day prior to the new school year.**

**Staff members will not be charged a penalty to rescind teacher contract on or before June 1st . Staff members may be responsible for paying a penalty up to $250 during the time period of June 2nd – June 30th. Staff members may be responsible for paying a penalty up to $500 during the time period of July 1st – start of a new school year.**

**ADDENDUM A**

The work day shall consist of no more than eight (8) hours per day. On Fridays and days preceding holidays or vacation periods the workday shall end at the close of the students' day and after the departure of buses. An employee may leave the building early after receiving permission from the building principal. Teacher meetings may be called in extension of the regular day when deemed necessary. Meetings which extend the work day shall add no more than forty five (45) minutes to the work day and shall not occur more often than an average of once per week during the school year. Meetings may be called when necessary in cases of emergency.

## ARTICLE X

## INVOLUNTARY TRANSFERS

A. Definition:

The movement of an employee to a different assignment, grade level, or subject area should be considered a transfer.

B. Use of Voluntary Requests:

No position shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position.

C. Notice:

Notice of an involuntary transfer or reassignment shall be given in writing to employees as soon as practical and in no case later than May 1, except in case of emergency.

D. Procedure:

An involuntary transfer or reassignment will be made only in case of an emergency or to prevent undue disruption of the instructional program. If the involuntary transfer or reassignment is necessary, an employee's educational attainment, major or minor field of study, length of service in a particular school building, state and/or federal laws, and rules or regulations shall be considered in determining which employee is to be transferred or reassigned.

E. Meeting and Appeal:

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Superintendent, at which time the employee shall be given written reason(s) therefore. In the event that an employee objects to the transfer or reassignment on the basis of the reasons provided at this meeting, the employee may appeal the involuntary transfer or reassignment at the appropriate level of the Grievance Procedure, Article III.

## ARTICLE XI
## EMPLOYEE RIGHTS

Rights and Protection in Representation:
The Board, pursuant to Chapter 20 of the Code of Iowa, hereby agrees that every teacher of the Board shall have the right to freely choose to organize, join, and support the Association for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection. The Board further

agrees that it shall not directly or indirectly discourage, encourage, deprive or coerce any employee in the enjoyment of any rights conferred by this Agreement, laws of Iowa, or the Constitution of Iowa and the United States; that it shall not discriminate against any employee with respect to hours, wages, or terms and conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceedings under this Agreement or law or otherwise with respect to any terms and conditions of employment.

## ARTICLE XII

## PAYROLL DEDUCTIONS

A. Any employee who is a member of the bargaining unit may sign and deliver to the Association an assignment authorizing payroll deduction of professional dues. It shall be the responsibility of the Association to inform members of the dues deduction system and to provide the necessary authorization cards for the deduction.

B. Payroll deduction authorization cards shall be presented to the business office on or before October 3 of each year, in alphabetical order and shall continue in effect from year to year until the authorization is revoked by giving thirty (30) days written notice to the Association. By October 3 of each year, the Association shall certify to the business office, the monthly deduction to be withheld from each employee's check.

C. Pursuant to a deduction authorization card, the Board shall deduct one-ninth (1/9th) of the total current dues from the regular salary check of the employee each month for nine months, beginning in October and ending in June of each year. The Board shall not be responsible for collecting special fees or assessments, back dues, fines similar items.

D. It shall not be the responsibility of the Board to collect that portion of unpaid dues of any employee who terminates employment prior to May.

E. A listing of the employees for whom deductions were made shall be provided by the Association, if required by the Association. The Board shall transmit to the Association the total monthly deduction owed for professional dues within ten school days following the regular pay period.

F. This Agreement shall not be construed to authorize deduction from employees' salary for purposes other than collection of the Association's current dues, tax sheltered annuity deduction, deduction for medical insurance and savings bond.

G. The Association agrees to indemnify and hold harmless the School District, each individual Board member, and all employees of the district against any and all claims, costs, suits or other forms of liability, and all court costs and attorney's fees arising out of application of the provisions in the agreement between the parties for dues collections.

H. Newly hired employees who begin employment with the district after September 1 and who begin payroll deduction shall have the total dues prorated on the basis of the remaining months of employment through May. The Association shall certify, to the business office, the amount to be withheld within thirty (30) days after the first day of employment.

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## ARTICLE XIII

## MEDICAL EXAMS

The Fremont School will reimburse teachers up to a maximum of $50.00 for required medical exams by the state and local school. Medical exams are required once every three years for teachers.

## ARTICLE XIV

## STAFF DEVELOPMENT

One or two employee representatives, selected by the teachers, will serve on the staff development committee in order to assist the administration on in-service training plans. Final decisions will be made by the administration.

## ARTICLE XV

## SUBCONTRACTING

All subcontracting arrangements will be decided by the board after considering staff needs for the district. The staff will be notified within 5 days following the decision to do so.

See also paragraph F under Article XVII.

## ARTICLE XVI

## REDUCTION OF STAFF

The procedure set forth in this article shall be for staff reduction and in the following order:

I. Staff on emergency or temporary certification will have contracts terminated first.

II. In the event that no staff is affected by item 1, then the following will apply: Staff members who are fully certified in a subject or grade level affected will have contracts terminated as follows:

   A. Certification and seniority will be used in staff reduction procedures when a history of the summative evaluation indicate that the involved teachers are equally competent.

   B. Teachers will be considered equally competent if no unsatisfactory ratings have been marked on the summative evaluations. Competent certification shall be defined as meeting the requirements of the State Department of Education for considered assignment. Seniority shall be defined as continuous service to the district. Seniority also applies to part-time employees.

III. A. Any staff member who has his/her contract terminated under provisions of this policy will have recall rights to a position for which he/she is certified and qualified for a determined by the board for a period of two years from the date of termination, and shall be recalled to that position in reverse order of termination.

   B. The administration shall provide written notice to the staff member affected by this recall policy no later than the twenty-fifth of March of the preceding school year. This notice will be given sooner if possible.

C. Any teacher reemployed by exercising his/her recall shall be given his/her experience as if continuously employed with the district if recalled within two years and if he/she remains in his/her teaching field during the recall period. If the terminated teacher is forced to seek employment outside the field of education to be gainfully employed or involved in further schooling, such terminated teacher shall be given the next highest experience step he/she had when his/her employment was terminated. If appropriate, the teacher shall receive a lane movement.

D. A certified and qualified staff member who has been staff reduced but is eligible for recall will receive the district's notice by certified mail. The offer shall be accepted or rejected in ten calendar days or less, of receipt of the offer. Failure on the part of the staff member to meet these requirements may be considered by the district as grounds for revoking the offer. The time limit may be extended by mutual agreement due to unusual or unforeseen circumstances.

E. Any teacher who resigns upon request for reasons of staff reduction or realignment, or who is terminated under section 279.13 as it related to provisions of this policy, shall be accorded the recall rights provided by this policy unless specifically waived in writing.

F. These procedures shall not require the employer to reduce an employee if the reduction would create additional part-time positions.

## ARTICLE XVII

## SAFETY PROVISIONS

A. Use of Reasonable Force

1. An employee pursuant to Board Policy, may use reasonable force to quell a disturbance that could be threatening physical injury to others; to obtain weapons; for the purpose of self-defense; and for protection of person or property.

2. Legal Action Against An Employee

   If legal action is pursued against an employee resulting from the performance of assigned duties or pursuant to Board Policy the employee will be covered under the umbrella component of the school's insurance policy.

3. Reimbursement For Personal Property

   The district will reimburse staff members up to $200.00 for loss, damaged or destruction of personal property if assaulted on school premises or at a school activity.

4. Reporting Assault

   Employees shall immediately report cases of assault suffered by them in connection with their employment to their immediate supervisor.

## ARTICLE XVIII

## COMPLIANCE AND DURATION

A. Duration Period:

This agreement shall become effective as of August 15, 2006 and shall be in full force and effect through August 14, 2007.

B. Signature Clause:

In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their chief negotiators, and their signatures placed thereof, all on the day of 2006.

| FREMONT BOARD OF EDUCATION | FREMONT EDUCATION ASSOCIATION |
|---|---|
| _____ | Lindy Hammes 4/20/06 |
| PRESIDENT | PRESIDENT |
| _____ | Michael Miller 4/20/06 |
| CHIEF NEGOTIATOR | CHIEF NEGOTIATOR |

**Certified Salary Schedule**
**2006- 2007**

| Lane Step | BA | BA +15 | BA +30 | MA BA +45 | MA +15 | MA +30 |
|---|---|---|---|---|---|---|
| 1 | 24,000 | 24,960 | 25,920 | 26,880 | 27,840 | 28,800 |
| 2 | 24,960 | 25,920 | 26,880 | 27,840 | 28,800 | 29,760 |
| 3 | 25,920 | 26,880 | 27,840 | 28,800 | 29,760 | 30,720 |
| 4 | 26,880 | 27,840 | 28,800 | 29,760 | 30,720 | 31,680 |
| 5 | 27,840 | 28,800 | 29,760 | 30,720 | 31,680 | 32,640 |
| 6 | 28,800 | 29,760 | 30,720 | 31,680 | 32,640 | 33,600 |
| 7 | 29,760 | 30,720 | 31,680 | 32,640 | 33,600 | 34,560 |
| 8 | 30,720 | 31,680 | 32,640 | 33,600 | 34,560 | 35,520 |
| 9 | 31,680 | 32,640 | 33,600 | 34,560 | 35,520 | 36,480 |
| 10 | | 33,120 | 34,080 | 35,040 | 36,000 | 36,960 |
| 11 | | 33,600 | 34,560 | 35,520 | 36,480 | 37,440 |
| 12 | | 34,080 | 35,040 | 36,000 | 36,960 | 37,920 |
| 13 | | 34,560 | 35,520 | 36,480 | 37,440 | 38,400 |
| 14 | | 35,040 | 36,000 | 36,960 | 37,920 | 38,880 |
| 15 | | | 36,480 | 37,440 | 38,400 | 39,360 |
| 16 | | | 36,960 | 37,920 | 38,880 | 39,840 |
| 17 | | | 37,440 | 38,400 | 39,360 | 40,320 |
| 18 | | | 37,920 | 38,880 | 39,840 | 40,800 |
| 19 | | | | 39,360 | 40,320 | 41,280 |
| 20 | | | | 39,840 | 40,800 | 41,760 |
| 21 | | | | | 41,280 | 42,240 |
| 22 | | | | | 41,760 | 42,720 |
| 23 | | | | | 42,240 | 43,200 |
| 24 | | | | | | 43,680 |
| 25 | | | | | | 44,160 |

All "bonus" money for the contract year 2006-2007 will be paid in equal monthly distributions over a 12 month period.