

MASTER AGREEMENT

Between

**FOREST HILLS PUBLIC SCHOOLS
BOARD OF EDUCATION**

and

FOREST HILLS MEA-NEA DISTRICT ASSOCIATION

2016-2017



**Mr. Daniel Behm, Superintendent
Forest Hills Public Schools
6590 Cascade Road, S.E.
Grand Rapids, MI 49546**

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EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The Forest Hills School District Board does not discriminate on the basis of race, color, national origin, sex, religion, age, disability, genetic information, or any other protected status in its employment decisions or the provision of services.

PREAMBLE

The Board and Association recognize their mutual obligations pursuant to Act 379 of the Public Acts of 1965 to bargain collectively with respect to hours, wages, terms and conditions of employment. Both parties have entered into and conducted extended and good faith negotiations in which each party has had the right and opportunity to make demands and proposals with regard to all subjects of bargaining. Agreement has been reached between both parties hereto including formal ratification of the terms hereof by the governing body of the Board and by the employees represented by the Association.

This collective bargaining agreement is entered into the 1st day of September, 2016, by and between the BOARD OF EDUCATION OF THE FOREST HILLS PUBLIC SCHOOLS, Kent County, Michigan, a school district of the second class hereinafter referred to as the "BOARD", and the FOREST HILLS MEA/NEA DISTRICT ASSOCIATION, hereinafter referred to as the "ASSOCIATION".

Adopted by the Board: September 1, 2016

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all certified classroom teachers, media specialists, guidance counselors, speech therapists, teacher consultants, psychologists, social workers, reading consultants, learning consultants, and content coordinators under contract with the Board, but excluding substitute teachers and those persons with administrative duties totaling to one-half or more administrative time during the regular school year and scheduled school day. The term “teacher” when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined. Additional contract language pertaining to ancillary staff, defined as unit members whose employment is not regulated by the Teachers’ Tenure Act, can be found in Appendix A.

ARTICLE II

TEACHER CONTRACTS

A. **Issuance of Teaching Contract**

Probationary teachers will be issued a teaching contract before the start of each school year. Tenure teachers will not be issued a yearly contract after the year they are placed under a continuing contract. (Refer to Certification Requirements for Employees, Article XX)

B. **Timelines for Teacher Resignation**

It is expressly understood by the Association that it is a violation of the Tenure Act for a teacher to resign less than sixty (60) days before September 1 without consent of the Board. The Association agrees to take all reasonable steps to discourage such resignations and to support all penalties applicable under law.

D. **Provisions of Teacher Contract**

All provisions of the individual contract between the teacher and the school district are subject to the specific provisions of this Master Agreement.

ARTICLE III

PROFESSIONAL PRIVILEGES

A. **Professional Privileges**

Pursuant to the Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities for mutual aid and protection or to refrain from such activities. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board and Association undertakes and agrees that they will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States. The Board will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership or non-membership in the Association, his/her participation or non-participation in any lawful activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement with respect to any term or condition of employment.

B. **Right to Invoke Assistance**

The parties specifically recognize that each has the right to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and they agree to be bound by any lawful order or award thereof.

C. **Use of Facilities**

1. The Association and its members shall have the right to schedule the use of school building facilities for Association Meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises so long as they would tend not to distract from the proper performance of his/her duties. After notification of intent has been given to the principal, the Association may post Association notices in any faculty lounge.
2. Teachers shall have the right to have reasonable access to available district-owned communications and technology equipment.
3. Parking facilities shall be made available to teachers.
4. In each school, the Board shall provide rest room and lavatory facilities exclusively for teachers' use and at least one furnished room which shall be reserved as a faculty lounge.

D. **Appropriate Educational Material**

The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, educational technology, art supplies, athletic equipment, current periodicals, standard texts and questionnaires and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

E. **Responsibility for School Related Committee Assignment**

It is specifically understood that curriculum study committees or any similar committees shall not make recommendations which have impact upon a teacher's hours, wages or other conditions of employment except as said recommendations are mutually agreed upon by the Board and Association.

F. **Release of Information/Freedom of Information Act (FOIA)**

1. The Board agrees to furnish to the Association, in response to written requests, all available information which it may lawfully release in the form maintained concerning the financial resources of the District, including annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including census and membership data) and names and addresses of all teachers, including new teachers hired during the summer and salaries paid thereto. Other information in the form maintained by the District will be available that will assist the Association in developing programs on behalf of the teachers and assist the Board in developing programs for the students and the school district, together with information which may be necessary for the Association to process any grievance or complaint, provided that personal information respecting individual teachers shall not be disclosed except as otherwise provided in Article XI, Section A.
2. When a request for information concerning an association member is made under the Freedom of Information Act (FOIA), the following process will be followed:
 - a. The affected teacher(s) and Association shall be notified immediately of any FOIA request.
 - b. A copy of the request as well as the name(s) of the requesting parties, inclusive of communications received by the District, shall be made available to the affected teacher(s) and Association.
 - c. The Board and Association agree to confer as to the timeline for release of requested information.

- d. All exemptions to the disclosure and production of information excluded in Section 13 (1) of the Freedom of Information Act (FOIA) shall be honored by the District.
- e. On any documents that may be released under a FOIA request, all exempt information and material must be redacted.

G. **Individual Freedom**

Teachers shall be entitled to full rights of citizenship, except as limited by law, religious or political activities of any teacher or the lack thereof shall not be grounds for any discrimination with respect to the professional employment of such teacher.

H. **Academic Freedom**

The Board and Association endorse the concept of academic freedom and mutually define same as the opportunity and right of teachers and students to freely study, investigate and discuss.

Within the Board approved curriculum guidelines pursuant to applicable law and to this Agreement, teachers shall be free from artificial restraint in their choice of appropriate materials and methodology to achieve the educational goals and objectives of the District.

The parties agree to meet promptly at the request of either party to resolve issues related to privacy, non-traditional teaching schedules and/or instructional methods.

I. **Application of Law**

The provisions of this Agreement and wages, hours, terms and conditions of employment shall be applied in accordance with the provisions of applicable laws without regard to race, creed, religion, color, national origin, sex, age, disability, marital status, or membership in or association with activities of any legitimate employee organization.

ARTICLE IV

TEACHER PROTECTION

A. **Classroom Management**

Good order and discipline are necessary for effective teaching. Each teacher is responsible for maintaining such an atmosphere in each of his/her classes. The Board recognizes, however, that through its administrative staff, it must support its teachers in taking all reasonable action, specifically including the Revised School Code and Board Policy #5530 and 5601.01) to maintain proper classroom order and agrees to do so. (Refer to Article IV, Section F – Assault or Threat Upon a Teacher)

B. **Responsibility for Disabled or Impaired Students**

In the event a teacher reasonably believes a student is disabled or impaired, the teacher may refer the student to the principal who shall begin the Student Assistance process.

C. **Least Restrictive Environment and/or Medically Fragile Students**

1. **Definition of Terms**

- a. Least Restrictive Environment (LRE) legally mandates that “to the maximum extent appropriate, children with disabilities are educated with children who are not disabled and that special classes, separate schooling or other removal of disabled children from the regular education environment occurs only when the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.”
- b. Medically fragile students are those who are chronically ill and/or medical or technology dependent and/or who have life threatening conditions that require immediate medical attention.

2. **Placement of Students**

- a. The parties acknowledge that the policy of Least Restrictive Environment is legally mandated. It is also recognized that the extent to which any individual disabled student should participate in regular education programs and services involves considerations of that student’s unique needs as determined by an Individual Educational Planning Committee (IEPC). Although it is agreed that the disabled student’s participation and right to participate in regular education programs and services cannot be affected by this Agreement, the District does agree to consider how the disabled student’s placement will affect teachers when determining the disabled student’s placement.
- b. The District shall ensure that appropriate regular education staff is included in the IEPC and other related instructional planning involving the placement of special education students in regular education classrooms.
- c. Release time shall be provided to staff who are invited to attend an IEPC. District planning related to IEPC provisions and recommendations shall include input from regular education staff. Appropriate information related to the student’s academic, medical, social and emotional needs shall be shared with regular education staff invited to participate in the IEPC or related planning meetings.

- d. Following the IEPC meeting, appropriate instructional staff shall be invited to a meeting, the purpose of which will be to share appropriate information and coordinate the implementation of the instructional plan.
- e. Except on a voluntary basis, no teacher shall be required to provide custodial care or school health services (defined as an act or function constituting the "Practice of Medicine" within the meaning of the Public Health Code MCL 333.17001), except in an emergency situation. Teachers providing instructional service to students with special medical needs shall receive prior training as to what process and/or procedure to follow in the event that an emergency arises related to the student's medical condition.

E. Complaint Against Teacher

Any complaints directed toward a teacher shall be called promptly to the teacher's attention, if in the administration's judgment, such notice is appropriate.

- 1. If any teacher so requests, he/she must be advised of any specific complaint or situation.
- 2. All specific complaints which are included as part of a teacher's permanent record shall include the name(s) of the people filing the complaint.
 - a. A teacher's signature and date of same shall be accepted as verification of due process in respect to the teacher's knowledge of a complaint which may be included in the teacher's file.
 - b. It is agreed that the teacher's signature does not constitute agreement as to the content of the document. Teacher may attach his/her statement to be included in the teacher's file.
 - c. Should a teacher refuse to sign the document, the administration may request the assistance of the building representative to sign and date the document to verify the teacher's knowledge.
- 3. All letters of commendation shall be shared with the teacher.

F. Assault or Threat Upon Teacher

Any case of assault upon a teacher shall be promptly reported to the Board through the Superintendent or his/her representative. The Board will provide all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. (Assault as referenced in the Revised School Code and Board Policy)

G. **Lost Time for Disposition of Incident**

Time lost by a teacher in connection with the disposition of any incident arising under Section A or Section F of this Article shall not be charged against the teacher.

ARTICLE V

SENIORITY

A. **Accruing Seniority**

Seniority is defined to mean the amount of time an individual is continuously employed as a teacher within the school district.

- Except as provided in Article X, Military Leave, Sabbatical Leave, Honorary or Fellowship Leaves, and Article VIII, teacher returning from an administrative position; a teacher shall not earn seniority or advancement on the salary schedule during a period of unpaid leave or layoff.
- A teacher returning to a position following an unpaid leave or layoff, except for those situations referenced in the preceding paragraph, shall resume earning seniority and credit on the salary schedule, as of the effective date of return from unpaid leave or layoff.

Any certified teacher under contract who has been employed up to and including fifty percent (50%) of scheduled hours of instruction in one (1) school year shall be granted one-half (1/2) year credit for the purposes of seniority under this Article. Any teacher employed more than fifty percent (50%) of scheduled hours of instruction in one (1) school year shall be granted one (1) year credit for purposes of seniority.

A seniority list will be published by the Human Resources Office in April of each school year. It is the responsibility of each teacher to verify agreement with certification endorsements and seniority by initialing. Any inquiries should be brought to the attention of the Assistant Superintendent of Human Resources Office immediately. The Human Resource office will investigate all inquiries. Failure to initial represents agreement with the information listed and is not subject to review after June 30 of the current school year. Further, it is the individual teacher's responsibility to notify the Human Resources office immediately of any changes in certification.

Fully qualified and fully certified teachers shall be defined as follows:

1. Teachers who hold a provisional, professional education, continuing or qualified teaching certificate in a given subject area; and

2. Who have completed eighteen (18) semester hours of college credit in a given subject or have taught in the subject areas or grade level on a regular basis within the last five (5) years preceding the layoff; and
 4. Teachers who have the certification(s) and qualification(s) required by any applicable state and/or federal legislation, regulations or guidelines for the positions held by the teachers.
- B. The seniority list will be published by the Human Resources Office in April of each school year. It is the responsibility of each teacher to verify agreement with certification endorsements and seniority by initialing. Any inquiries should be brought to the attention of the Assistant Superintendent of Human Resources Office immediately. The Human Resources office will investigate all inquiries. Failure to initial represents agreement with the information listed and is not subject to review after June 30 of the current school year. Further, it is the individual teacher's responsibility to notify the Human Resources office immediately of any changes in certification.

ARTICLE VI

CLASS SIZE

It is acknowledged that the primary duty and responsibility of the teacher is to educate students and the organization of the school and the school day shall be structured to this end. Any mandated use of a teacher's time shall not detract from his/her carrying out his primary duty as a classroom teacher.

A. **K-6 Maximum Class Size**

Because the pupil/teacher ratio is an important aspect of an effective educational program, the parties agree that the class size should not exceed the numbers listed.

1. **The maximum class size in grades Kindergarten through 6th grade shall not exceed:**
 - a) the grade level average in the building, or,
 - b) in grades K-2, twenty-five (25), or
 - c) in grades 3-4, twenty-eight (28), or
 - d) in grades 5-6, twenty-nine (29), or
 - e) in a split K-3 classroom, twenty-three (23), or
 - f) in a split 4-6 classroom, twenty-five (25), whichever is least

Grades 5-6 Classes

• Physical Education	45
• Academic, including Health	29
• Band	60
• Choir	65
• Orchestra	45
• Life Skills	29
• Computer	29
• Foreign Language	29

2. If, as of the eleventh (11th) day of instruction in a semester, enrollment in a class exceeds the numbers above, the teacher, at his or her option, shall either be provided an aide, or shall be compensated \$600 per student per semester in excess of the class size limits above. The teacher shall, within ten (10) working days, notify the principal of the option selected. If no option is indicated, the teachers shall be assumed to have chosen monetary compensation. Additional students not to exceed a maximum class size (exclusive of physical education, band, choir and orchestra) of 30 will be added to a single classroom. The teacher may exercise his or her right to monetary compensation. The grade level and principal will collaborate on the placement of additional students.
3. Specials teachers who elect compensation instead of an aide will be compensated a pro rata portion of these amounts, based on the percentage of an instructional week during which a class with enrollment exceeding the limits above is with the Specials teacher. The parties recognize that there may be situations, in which despite good faith efforts by the Board, there are no aides who will accept the position available. In such cases, the teacher shall receive monetary compensation.
4. **K-6 Relief**
 - a. Whenever the class size limits described above are exceeded, the building principal will initiate an appraisal with staff of the class loads in all the classrooms in that building. That appraisal shall be made prior to the eighth (8th) school day of the first semester and the first Friday of the second semester.
 - a. If an instructional aide is employed to alleviate a class size problem, the enrollment in that class shall not exceed thirty (30) students until all classes in the building at that grade level reach thirty (30) students. Furthermore, the assigned aide shall accompany the class to specials. In the case of a split level class, the enrollment of that class shall not exceed twenty-eight (28) students until all other classes of either grade level reaches thirty (30) students.

- c. Whenever a teacher recognizes that the needs and/or safety concerns of his/her students are not being adequately met because of class size, the teacher may communicate with the principal the relief sought and attempt to resolve the matter.

B. Grades 7-8 Maximum Class Size

The maximum class size in grade 7 and 8 shall not exceed, for the teacher:

• Physical Education	45
• Academic, including Health	30
• Band	80
• Choir	70
• Orchestra	50
• Life Management	30
• Computer	30
• Foreign Language	30

Grades 9-12 Maximum Class Size

The maximum class size in grades 9-12 shall not exceed, for each teacher:

• English	28
• Social Studies, General Education, Science, Mathematics, Health	30
• Business/Computer Application/Co-op	30
Not to exceed the availability of computers	
• Industrial Arts and Vocational Shops	25
• Life Management	
➤ Culinary Arts	25
➤ Other	30
• Physical Education	50
• Art, Drafting	30
• Chemistry and Physics	28
• Foreign Language	30
• Band	No Limit
• Choir	No Limit
• Orchestra	No Limit

C. Grades 7-12 Relief

1. If, as of the eleventh (11th) day of instruction in a semester, the combined enrollment in a teacher's classes exceeds the limits above multiplied by the number of sections taught by that teacher, the teacher shall be compensated \$125 per semester for each student over such limits.
2. If the enrollment in any class for which the maximum as specified

above is thirty (30) or fewer exceeds thirty (30), even if the combined enrollment in a teacher's classes does not exceed the stated limit times the number of sections, the teacher shall be paid as required above for each student in excess of thirty (30) students.

- D. Compensation required under this section shall be paid no later than March 1 for first semester classes, and no later than June 30 for second semester classes.
- E. The parties agree, that as new buildings are opened, additional issues that may arise not addressed in this Article will be dealt with through the Problem-Solving Process (Article XV, Section A).

F. **Caseloads for Student Services Staff and Special Education Teachers**

To resolve concerns related to staff assignment and/or caseloads for Student Services staff and special education teachers, the following process of assessment and resolution of concerns may be invoked:

Whenever a Student Services staff member or special education teacher believes his/her assignment exceeds the caseloads as restricted by law, he/she, with or without his/her representative, shall communicate with the Director of Student Services and/or building principal the relief sought and rationale for same and attempt to resolve the matter.

G. **Guidance Counselors**

1. Whenever a counselor believes his/her assignment exceeds the guidelines set forth below, he/she, with or without his/her representative, shall communicate with his/her building principal the relief sought and rationale for same and attempt to resolve the matter.
2. The Board will strive for a student/counselor ration of 300 to 1 at the 9-12 level; 350 to 1 at the 7-8 level; 400 to 1 at the 5-6 level; and .5 guidance counselor at each K-4 elementary school.
 - a. Variables involved in the comparative assessment of staff assignments shall include but not be limited to total staff and student population served, unique need(s) of the building(s) served, number of buildings served and workload generated by special education law.
 - b. Written requests of concern shall be forwarded by the Director of Student Services and/or building principal to the Assistant Superintendent of Human Resources office with a copy provided to the affected staff member(s) and the FHEA president or designee. The process of resolving the concern may result in denial of the staff members request, an adjustment in assignments, appropriate compensation due to the

existence of an overload situation and/or the hiring of additional staff.

- c. If the matter is not resolved within fifteen (15) work days or the affected staff do(es) not agree with the suggested resolution; the affected staff and FHEA president or designee, the Director of Student Services and/or building principal, and/or the Assistant Superintendent of Human Resources may request a hearing with the Superintendent. This hearing shall be held within the next five (5) work days unless unforeseen circumstances arise. The results of this hearing shall be implemented within ten (10) work days.

3. **Placement of Severely Disabled Students in Regular Education Classroom**

Regular education classrooms attended by severely disabled students (significantly and/or multiply impaired) where an instructional or health care aide has been assigned through an IEPC, shall be limited to class size language set forth in Article VI, Section A. In the event that it is necessary to place several severely disabled students at a particular grade level and building, it is agreed that class size may exceed agreed upon limits to the maximum of three (3) provided that an instructional aide is hired to assist the teacher. Said instructional aide shall be in addition to any instructional or health care aide support required by the IEPC.

4. **Responsibilities of Instructional Aides**

- a. Instructional aides employed by the Board will not be assigned by the Board or its representatives to positions of an instructional nature which are the professional responsibilities of the certified teachers.
- b. Instructional aides assigned due to class size/composition are to be used only for the purpose of assisting their assigned teacher.
- c. It is specifically understood that the duties of instructional aides may include recess supervision, of computer use, in-house suspension, media aides, special education aides, lunchroom, and other duties which assist the teachers provided said positions are agreed to by the Association.
- d. Job performance evaluations of instructional aides may include requested information from the teacher, but shall be the responsibility of the building administrator.
- e. Any disputes as to the interpretation of this section shall be resolved by mutual agreement of the chief negotiators for the parties.

ARTICLE VII

CALENDAR, HOURS AND ASSIGNMENT

A. Hours and Assignment

Teachers shall arrive at school at least twenty-five (25) minutes before classes begin and stay at school twenty-five (25) minutes after school is dismissed. For the 2016-17 school year, teachers shall be required to stay fifteen (15) minutes after school is dismissed. The District and Association will explore reducing instructional minutes for the 2017-18 school year.

1. This time shall be deemed unscheduled time during which staff may be assigned duties related to student supervision and safety and other responsibilities relating to the teaching profession such as, but not limited to attendance at staff and parent meetings, I.E.P.C.'s, consultation with counselors and/or special education staff, etc. Questions regarding use of unscheduled time shall be resolved by mutual agreement.
2. Each school unit shall have the privilege to alter this schedule via the approved building site-based decision making process upon approval of the Superintendent, as long as the total time remains the same.
3. Except for an emergency, unusual or unforeseen circumstance(s), staff meetings shall not be scheduled more frequently than every two weeks.
4. Special arrangements to arrive late or leave early may be made with the building principal.
5. On Fridays and the day preceding school vacation, all teachers may leave when school buses have vacated the school premises.
6. Up to 10 minutes before school and 10 minutes after school may be removed from the daily schedule at the discretion of the principal and staff and consolidated into blocks of time up to 3 hours every two weeks for Professional Learning.

B. Staff Meetings

Staff meetings are deemed to be a non-instructional responsibility related to the teaching assignment. Staff meetings shall not be held more frequently than two times per month and every two weeks, nor more than sixty (60) minutes beyond the end of the instructional day, unless there are extenuating circumstances and the building site-based decision making process has been implemented and approved by the Superintendent or designee. (See Article VII, Section H for part-time staff responsibilities related to Staff Meetings)

C. **Teacher Relief Time**

The Association and the Board realize that care, guidance and supervision of children is a joint responsibility, hereby agree to the following procedure.

Recess Scheduling

The K-4 day shall include a maximum of sixty (60) minute a.m. and p.m. block of time available to the classroom teacher when deemed necessary to maintain or improve the learning environment. It is expressly understood:

1. The criteria used to determine utilization of this time shall include the emotional and physiological state of the students, the current learning situation and the individual teacher's schedule of special classes.
2. Recess: No recess shall exceed fifteen (15) minutes.
3. Duty Schedule: All teachers will participate in the duty schedule as equitably as practicable if teacher has less than 1500 instructional minutes in their schedule.
4. In cases of inclement weather when outdoor play is not in the best interest of the students, the principal may assign up to 30% of the staff to aid within the building.
5. It shall be the mutual responsibility of the Association and the Board to make changes necessary to carry out the intent of this plan during the life of this contract.

D. **Duty Free Lunch Period**

All teachers shall be entitled to a thirty-five (35) minute duty free lunch period.

E. **Substituting for Another Teacher**

No teacher shall be asked to substitute for another teacher during a conference period or other free time unless necessary. When necessary, he/she shall be compensated at the rate of \$21.00 per teaching period-or part thereof. No teacher will be asked not to accept the extra compensation, but may voluntarily choose to do so. In lieu of monetary compensation, time may be accumulated and used as comp time subject to approval of the building administrator and used within that school year.

F. **K-6 Planning and Conference Periods**

The instructional time scheduled for specials/encore classes for K-6 elementary students shall be used for planning and conference periods by the K-6 classroom teachers. Specials/encore certified teachers shall have planning and conference periods equal to the classroom teachers. K-6 classroom teachers will escort students to specials/encore classes.

In the event that specials/encore certified teachers are absent, a substitute will be provided. If no qualified substitute can be provided, the classroom teacher will be compensated.

G. **Traveling Between Buildings**

Teachers required to travel between buildings shall not be scheduled to do so during lunch or conference periods except on a voluntary basis. Teachers required to travel between building in their teaching assignment, who are receiving planning time and a duty free lunch, as outlined in Article VII, and whose instructional minutes, with travel, surpass the maximum number of instructional minutes for his/her FTE, shall be granted a travel stipend. Compensation for traveling one time during the day between teaching assignments, shall be an annual rate of 5% (.05) of the BA base. A teacher traveling two times during the day between teaching assignments shall receive an annual rate of 10% (.10) of the BA base as a travel stipend. Teachers traveling less than a mile one-way shall not receive the travel stipend but shall receive mileage reimbursement at the current IRS rate.

H. **Part-Time Staff and/or Shared Staff Responsibilities**

1. **Compensation, Benefits and Seniority**

- a. Salary and benefits shall be prorated based upon the teacher's F.T.E. (full time equivalent)
- b. Any teacher contracted for less than a full-time position will receive credit for one (1) step on the salary schedule for each school year worked.
- c. Seniority shall be granted in the manner set forth in Article V, Section A. of the Master Agreement.
- d. Staff seeking/accepting less than full-time employment have no contractual guarantee of future full-time employment and may be assigned a non-traditional teaching schedule.

2. **Duties and Responsibilities**

The parties understand and affirm that it is an individual teacher's professional responsibility to devote additional time to non-instructional duties normally associated with teaching. As such, staff contracted for less than full-time positions shall share appropriately in the non-instructional duties related to their teaching assignment. It is further understood that:

- a. Attendance at Professional Development meetings is mandatory provided that additional per diem based compensation shall be provided should such meetings be scheduled outside or beyond the affected teacher's normally scheduled work day/work week. Mandated requirement for attendance at professional development meetings and I.Plan completion is prorated based on teacher's FTE.

- b. Attendance at school district-wide Professional Development meetings is mandatory for all teachers regardless of FTE. Site-based additional per diem compensation or comp time shall be provided should such meetings be scheduled outside or beyond the affected teacher's scheduled work day/work week.
- c. Attendance at evening Open House and/or Curriculum Night(s), as well as scheduled Parent-Teacher Conferences is required.
 - 1) Staff whose teaching assignment encompasses more than one building, shall not be required to attend more than one (1) Open House and/or Curriculum Night, nor shall they be required to schedule evening Parent-Teacher Conferences in a manner exceeding the number of evenings and/or total minutes required of full-time staff. It shall be the mutual responsibility of the affected teacher and administrators to develop a schedule in such circumstances.
 - 2) A written plan providing for fulfillment of expected responsibilities which stipulates fewer evenings and/or total minutes is permissible provided that it shall be submitted by the teacher to their administrator(s) for their approval. The plan shall include the scheduling of comp time proportionate to the agreed upon time scheduled for evening conferences. Any disputes which may arise related to a proposal shall be decided by the Assistant Superintendent of Human Resources, whose decision shall be final and not subject to the grievance process.
- d. Staff meetings are deemed to be a non-instructional responsibility related to the teaching assignment. It is agreed that it shall be the individual teacher's responsibility to develop and submit for approval of their administrator a plan appropriate to his/her teaching assignment to obtain and apply information disseminated during staff meetings.

3. **Signed Agreement/Waivers**

A copy of documents/forms setting forth the individual part-time positions, inclusive of appropriate signatures, shall be provided to the Association President or designee, if requested.

I. **Job Share Responsibilities**

1. **Application**

Two (2) Association members desiring to job share a full-time teaching position may make written application not later than April 1 for the next school year to the Assistant Superintendent of Human Resources with a copy

provided to their building administrator. The application shall include a written proposal delineating work schedules, methods of communication (e.g., students, parents, administrators, appropriate staff, etc.), duties and division of responsibilities, and other issues and/or considerations as requested by the Assistant Superintendent of Human Resources. The decision to grant or deny a job share request shall be final and not subject to the grievance process.

2. Restrictions and Waivers

Full-time teachers seeking part-time status shall sign a waiver/notice of loss of any contractual guarantee to return to full-time employment.

3. Signed Agreements/Waivers

A copy of document/forms setting forth the individual job share positions, inclusive of appropriate signatures, shall be provided to the Association President or designee, if requested.

J. Open House/Curriculum Night(s)

1. Via the individual building site-based decision process, a plan consistent with the guidelines set forth in Addendum 5 shall be submitted to the Assistant Superintendent of Human Resources Office prior to June 15.
2. Building plans shall not require staff participation prior to the first scheduled work day or in any manner infringe upon the contractual teacher classroom preparation time (Article VII, Section L. below).
3. For the 2017-18 school year, Elementary Open House and Curriculum nights should be combined into one night. Secondary buildings will continue to offer Curriculum nights.

K. Flex Development Day Requirement

If the district calendar includes time designated for an I.Plan, teachers will be required to complete an approved I.Plan showing new learning, to meet the teachers' obligation for contracted workdays and mandated professional development. Teachers not fulfilling this requirement will have his/her per diem rate or part thereof deducted for non-completion of an I.Plan. I.Plans verifying completion must be submitted to the Instruction Office prior to the end of the school year in June.

L. Contracted Instructional/Work Days

The school calendar will be adopted by the Board of Education after receiving a recommendation mutually agreed upon by the administration and Association. The calendar shall not require teachers to report more than four (4) contracted days the week prior to the first student instructional day or to remain more than seven (7) calendar days after the last student instructional day. One (1) day of the three (3) contracted days prior to the first student instructional day shall be designated for

classroom preparation. A minimum of two (2) days or four (4) half days shall be scheduled for the purpose of teacher record marking/student assessments.

The regular school year will not exceed 186 work days. The number of work days/instruction hours shall comply with the mandated requirements of the school code. The parties shall meet in a timely manner to reach mutual agreement as to the scheduling of the work day and work year. Teachers new to the District may be required to participate in orientation meetings beyond the negotiated work year as a condition of their employment.

M. **Compensatory Time ("Comp Time")**

1. **Parent-Teacher Conferences:**

The parties agree that the following parameters shall apply:

- a. For the 2016-17 school year only, and only at the secondary level, parent teacher conference time shall be reduced by two (2) hours from the 2015-2016 conference time.
- b. Using the established building site-based decision-making process, individual buildings have flexibility of scheduling parent-teacher conferences within the parameters set forth herein. The schedule shall be submitted to the Assistant Superintendent of Human Resources by June 15 of each year to be reviewed by the Administration and Association.
- c. The maximum number of parent-teacher conferences to be scheduled per semester, is three (3) sessions. Teachers shall participate in scheduling conference days and times through the building site-based decision-making process.
- d. Evening conferences shall include all time after the normal work day and shall not be longer than two and one-half (2 ½) hours.
- e. Teachers who have an unavoidable conflict during a scheduled evening conferences have an option of scheduling an alternate conference time provided written notification to parents of an agreed upon date and time. A copy of the notice shall be provided to the building administrator.
- f. "Comp time" shall be one-half (1/2) day per evening conference session and shall be scheduled by mutual agreement of the parties.
- g. On days scheduled for afternoon professional development or afternoon comp time, students will be dismissed not later than three (3) hours before the end of the normal instructional day.
- h. It is the responsibility of part-time and/or job shared staff to be in attendance at conferences, as specified in this Article, Section H. and I.

2. **Application Subject to Mutual Approval**

Any and all “comp time” application or requests, current or past, whether known or unknown, shall be subject to the mutual approval of the Superintendent or designee and the FHEA president or designee. The parties shall develop and maintain a written record of same. (Refer to Article XXII)

3. **Kindergarten**

Parent-Teacher Conferences: Full-time (1.0 FTE) kindergarten teachers demonstrating a need to schedule four (4) evening parent-teacher conference sessions of 2.5 hours each, shall, upon submission and approval to their building administrator, and the office of the Assistant Superintendent of Human Resources, be provided the choice of an additional one-half (1/2) day comp time or compensation at their hourly per diem rate to a maximum of three (3) hours. Half-time (.5 FTE) kindergarten teachers demonstrating a need to schedule more than two (2) evening conferences may be eligible for similar prorated compensation dependent upon their work schedule, the scheduling of record marking time, etc.

N. **Teaching Load**

The weekly teaching load in the high schools shall not exceed twenty-five (25) assigned instructional periods and five (5) unassigned preparation periods, which the teacher will schedule for parent conferences when requested. The weekly teaching load in the 7-8 middle schools shall not exceed five-sixth (5/6) of the weekly instructional time with one-sixth (1/6) of said time being unassigned preparation time which the teacher will schedule for parent conferences when requested. The weekly teaching load in grades 1-6 will include a minimum of two-hundred fifteen (215) minutes of unassigned preparation periods which the teacher will schedule for parent conferences when requested. Any teacher may volunteer for an overload class to relieve student overcrowding in the classroom.

O. **7-12 Middle and High School Preparation**

No teacher in the 7-12 school will have more than three (3) subject preparations at any one time, unless on a voluntary basis. In circumstances in which it is unavoidable or impractical to limit a teacher to three (3) preparations, due to factors such as certification law or the requirements of No Child Left Behind, the building principal and the affected teacher, shall develop a mutually agreeable plan to minimize the negative effects of the larger number of preparations. The plan might include, by way of example, but not limited to, the teacher having sole use of his/her classroom throughout his/her workday, the assignment of an aide to assist with non-teaching tasks, or other mutually agreeable accommodations.

P. **Acts of God Days, Delays or Closings**

1. On days when school is canceled because of extreme conditions, no teacher shall be required to work.
2. When school is dismissed during the day due to unforeseen circumstances, all teachers will be allowed to leave when the school buses have vacated the school premises.
3. Should a partial cancellation of school occur in one or more buildings or levels due to an "Act of God", staff in the affected building(s) shall not be required to report or be asked to remain in their building beyond any need related to student safety.
4. When school is delayed, employees should report to work at their regularly scheduled time if conditions are such that they may safely do so.
5. In the event that State mandated hours of instruction are not achieved, affected staff shall be required to work the minimum number of hours/days required with said hours/days being added at the end of the scheduled school year and/or at such time as may be mutually agreed to by the Board and Association.

Q. **Scheduled Holidays**

The following holidays shall be observed and no classes scheduled or teachers assigned:

New Year's Day
Memorial Day
Fourth of July (for teachers employed during this time)
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

R. **Record Marking**

Provided that teachers complete their record marking responsibilities in a timely fashion, they may work off-site the last afternoon of record marking time each semester.

S. **Additional Compliance Requirements**

Employees will be required to complete State and Federal mandated training Including, but not limited to, blood-borne pathogens, FERPA, and sexual harassment prior to October first of each year or within 30 days of the time the Human Resources offices provides the testing material

ARTICLE VIII

VACANCIES, PROMOTIONS AND TRANSFERS

- A. Any teacher who is transferred to a supervisory or executive position and later returns to teacher status shall be entitled to retain such rights as he/she may have had under this Agreement with full credit for all service in the district should a position be available for which he/she is fully qualified and fully certified to teach.

ARTICLE IX

LEAVES OF ABSENCE: ILLNESS, PERSONAL, SHORT-TERM & CRITICAL MEDICAL

A. **Personal Illness or Disability Leave**

All teachers shall be granted ten (10) days of personal illness or disability leave per year. These days will be credited at the beginning of each year and may be used at any time, however, it is understood that such days are earned in proportion to the actual day worked. Personal illness or disability leave shall also include medical situations where the employee's presence is necessary and/or the situation cannot be handled at any time other than during a school day.

B. **Personal Illness and Family Medical Leave Act (FMLA)**

The teacher may use accumulated personal illness or disability leave to substitute for unpaid leave provided under Family and Medical Leave Act of 1993, which allows up to twelve (12) work weeks (sixty (60) work days or parts thereof) of unpaid leave, providing benefits during a contract year for employees that meet eligibility requirements and are currently insured by the district. FMLA allows employees to take twenty-six (26) weeks of leave to care for a spouse, child, or parent with an illness or injury incurred in the line of active duty with the Armed Forces. Federal law mandates that eligible employees are offered FMLA leave after three (3) consecutive days to care for their own or immediate family members' serious health condition.

Contracts will be suspended and salary payments stopped as soon as the teacher goes into unpaid leave and restarted at the time the teacher returns from leave based on the actual number of days and at the per diem rate for which the teacher works. If a teacher is able to anticipate the duration of a leave and expects that the leave will exhaust his/her accumulated sick and personal days, it may be possible to calculate income earned up to the starting date of the leave, plus accumulated sick and personal days, and to reduce his/her earned income, by spreading that reduction over a specified number of paychecks.

C. **Non-Immediate Family Funeral**

A maximum of one (1) day of personal illness or disability leave may be used for each funeral other than as specified in Section E. if prior arrangements are made with the principal.

D. **Immediate Family Funeral**

Employees may take up to five (5) days of personal illness or disability leave, upon notification, for a death in the immediate family.

E. **Arrangements for Additional Leave**

Arrangements for additional personal illness or disability leave because of death may be made with the Assistant Superintendent of Human Resources.

F. **FMLA: Serious Illness/Medical Certification**

Requests for paid leave or unpaid leave for a serious health condition for an employee or to care for the employee's spouse, child or parent who has a serious health condition will require medical certification if the employee has accumulated sick days in his/her sick leave bank and meets eligibility requirements under FMLA. Refer to Section B of this Article.

G. **Misuse of Personal Illness Leave**

Teachers who misuse leave time shall not be paid for such time. It is further understood that teachers who have misused leave time will be penalized this amount of time from their accumulated leave and may be subject to further disciplinary action.

H. **Job Related Injury/Worker's Compensation**

Staff who incur a job related injury or accident must report same, on the approved form within twenty-four (24) hours to their supervisor or designee. In cases when benefits are paid under the Worker's Disability Compensation Act, staff may request deductions on a pro-rata basis from his/her sick leave accumulation to ensure no loss of earnings.

Compensation shall not exceed the difference between his/her normal wage prior to Worker's Compensation benefits and the actual benefits paid under the provisions of said Worker's Compensation Act. Pro-rata sick leave deductions shall continue until expiration of either the Worker's Compensation benefits or accumulated sick leave.

I. **Personal Leave**

Each teacher shall be granted three (3) personal leave days per year. A Personal Leave Request Form must be submitted and signed by the building principal at least five (5) work days in advance, except in case of emergency or unforeseen circumstance. The principal shall sign the request and submit the form to be signed by the Assistant Superintendent of Human Resources.

1. The Board and Association mutually recognize that the educational process shall take precedence over contractual language in this area. Specifically, classrooms must be adequately staffed. Therefore, as a general guideline, it is agreed that a maximum of 10% of a building staff, may be granted personal leave on any given day.
2. Unused personal leave shall accrue to a maximum of four (4) days.
 - a. No teacher shall accrue or use more than four (4) personal leave days per school year.
 - b. Personal leave accrued in excess of four (4) days shall accrue as personal illness leave.
3. It is further agreed that requests for personal leave days falling before or after vacation, the opening of deer hunting season, or work days before or after parent-teacher conferences, and the opening of deer hunting season should the opening day fall on a weekend, shall be granted provided that:
 - a. The Board and Association may designate days before or after, but not both, the week in November prior to Thanksgiving or February Mid-Winter break for professional development. These days shall not be used for personal leave.

J. **Sub-Deduct Leave**

Requests for up to three (3) additional days of leave for situations not covered above may be directed in writing at least five (5) work days in advance to the Assistant Superintendent of Human Resources who shall grant requests provided that:

1. All personal leave has been used.
2. Satisfactory prior arrangements, inclusive of appropriate lesson plans, have been made with the principal.
3. Leave days granted shall result in a salary deduction at the prevailing rate of pay for a substitute teacher.
4. Unforeseen circumstances may result in a waiver of the five (5) day notice provided that all other conditions apply.
5. Sub-Deduct Leave is to be used only in extenuating circumstances as mutually agreed upon by administration and the critical care leave committee.

K. **Critical Care Leave**

Teachers may make written request to the Assistant Superintendent of Human Resources for certain critical medical situations and additional leave may be granted for up to one-hundred nineteen (119) workdays or until such time as they become eligible for long-term disability benefits, whichever is the lesser provided that:

1. All personal leave and personal illness leave has been exhausted.
2. The teacher is not eligible for any other form of benefit such as short-term disability payment.
3. Said request includes a written statement from a physician documenting the need for medical leave and the nature of the problem.
4. All requests shall be considered and acted upon within three (3) work days by a standing committee of two (2) administrators appointed by the Superintendent and two (2) teachers appointed by the FHEA president with approval being granted by simple majority. The decisions of the committee shall be final and specifically excluded from the grievance process.
5. All such requests shall be treated as confidential with a permanent record being kept by the Superintendent and the FHEA president.
6. Any teacher granted said leave by the above process shall:
 - a. Make timely application for long-term disability benefits in situations where said application for benefits apply.
 - b. Prepare adequate lesson plans for a substitute teacher.
 - c. Have the prevailing rate of pay for a substitute teacher deducted from his/her salary in the following manner:
 - 1) Days one (1) through nine (9) – prevailing rate of pay for a substitute teacher.
 - 2) Days ten (10) through fifty-nine (59) – prevailing rate of pay for long-term substitute teacher.
 - 3) Days sixty (60) through one-hundred nineteen (119) – per diem rate of first step of BA salary schedule including appropriate fringe benefits.
7. Return to work in a timely manner following recommendation by the physician.

L. **FHEA Sick Leave Bank**

All employees covered by this Agreement voluntarily may contribute sick leave days to a Sick Leave Bank for employees that have exhausted days in his/her accumulated sick leave bank. The Sick Leave Bank is intended to compliment other provisions of this Agreement for the purposes of personal illness, disability and critical care leave, and is not considered a substitute for purchasing Short-Term Disability insurance. Employees requesting days from the bank are encouraged to purchase Short-Term Disability insurance during the next open enrollment period. All hours/days contributed shall be equal as far as rate of compensation.

Establishment and Maintenance of Sick Leave Bank

1. Employees who choose to donate days will be provided with a consent form verifying his/her voluntary donation of one sick day per school year. The form is to be completed, signed and returned to the Human Resources Office.
2. In the event the Sick Leave Bank falls below 100 sick days, the Sick Leave Committee reserves the right to ask the membership for the voluntary donation of additional days in any given year.
3. Days remaining in the Sick Leave Bank will carry over at the end of each school year to the upcoming school year.

Criteria for Requesting Donation of Sick Leave Days

1. Employee's illness or purpose of extended leave of absence is in adherence with approved leaves of absence as outlined under the Family and Medical Leave Act. (Refer to Article IX, Sections B and F)
2. Employee's illness or purpose of extended leave of absence does not qualify under Article IX, Section K – Critical Care Leave.
3. Employee has exhausted all days in his/her accumulated sick leave bank, including days credited for the current school year.
4. Employee agrees to consider the purchase of Short-Term Disability during the next Open Enrollment period.

Process for Requesting Donation of Sick Leave Days

1. Employee requests in writing to the Human Resources Office his/her request for the donation of sick leave days, specifying the purpose of the request, anticipated dates of extended leave of absence, and verification that the criteria listed above are agreed upon.
2. Employee presents a physician's statement to the Human Resources Office,

as well as completes and submits the Family and Medical Leave Act documentation to the Human Resources Office.

3. Employee verifies in writing that he/she understands that the maximum number of days that may be provided through the Sick Leave Bank is ten (10) days in one fiscal year.
4. Employee verifies in writing that he/she understand the decision of the Sick Leave Committee is final and binding and is not subject to the grievance process.

Approval and Implementation Process

1. The Sick Leave Committee is convened to review request to determine if criteria and required documentation have been met. The decision of the Sick Leave Committee is final and binding and not subject to the grievance process.
2. The Human Resources Office will notify the employee of approval or denial of the request.
3. No employee will receive more than ten (10) days in a fiscal year, without reauthorization of the Sick Leave Committee.
4. It is understood that a day of pay donated shall be equivalent to a day of pay received, no matter what an employee's placement is on the salary schedule.
5. An employee may request the transfer of an unlimited number of his/her sick leave days to his/her spouse or immediate family member. The decision to grant or deny this request is solely up to the Sick Leave Committee and it shall be binding and not subject to the grievance process.

M. Absence Due to Vacations

Teachers absent from duty because of vacations must give five (5) work days prior notice and shall have a day's pay deducted from their salary for each day of such absence, provided, however, that a vacation day should not be scheduled or taken the last work day before or the first day after any holiday or school vacation time.

N. Teacher's Responsibility for Reporting Absences

To qualify for personal illness or disability leave, teachers shall report their absence in accordance with procedures prescribed by the administration. Absence for any other reason necessitating substitution by another staff member may result in the deduction from the teacher's pay of the amount paid the substitute.

ARTICLE X

LEAVE OF ABSENCE: EXTENDED PERIODS, ASSOCIATION PURPOSES, JURY DUTY, COURT APPEARANCES, PUBLIC OFFICE, AND SPECIAL PURPOSES

For all leaves of absence, it is the teacher's responsibility to notify the District in writing by April 30 of their intent to return the following school year. If the teacher does not contact the district by April 30, they shall be considered to have resigned from employment with the District.

A. Extended Personal Illness, Child Care or Disability Leaves

Any teacher whose personal illness, child care or disability leave extends beyond the period compensated and/or receives insurance benefits, if eligible, under FMLA as outlined under Article IX, or who elects to extend such leave for child care, may request and shall be granted a leave of absence without pay for up to one (1) calendar year, subject to renewal at the will of the Board. A calendar year is defined as 365 days. If a teacher does not return from such leave by the beginning of the semester following the first anniversary date of the teacher's last day of paid leave, or first anniversary of the beginning date of the Board approved renewal, the teacher shall be presumed to have resigned and shall have no guarantee of employment with the school district and shall lose all accrued seniority rights. Leave granted pursuant to this Article shall be subject to the following conditions.

1. A teacher returning from leave of more than twelve (12) calendar weeks, but less than one year, shall return from such leave at the start of a quarter and must provide notice of intent to return to work, in writing, no later than April 30 for the fall quarter and December 1 for the spring quarter.
2. During any unpaid leave exceeding twelve (12) calendar weeks and not covered by Family Medical Leave Act, the teacher will be responsible for paying the accounting office each month an amount sufficient to pay the insurance premiums if the teacher chooses to continue coverage.
3. Should the teacher elect not to return to work at the end of the leave for a reason other than the continuation, recurrence or onset of the health condition that gave rise to the leave or for circumstances beyond the control of the staff member, the staff member shall reimburse the district for the health insurance premiums paid by the district during the leave period.

B. Association Leave

Teachers who are officers of the Association or are appointed to its staff shall, upon proper application, be given a leave of absence without pay for the purpose of performing the necessary duties of such office or position with the Association.

A teacher shall be released from regular duties without loss of salary, personal

leave, or sick leave to participate in meetings of the Michigan Education Association. When representing the Association, written arrangements with the administration must be made in advance. After ten (10) such days, the Association will provide reimbursement for a substitute's pay. No payment of other expenses is to be made by the Board.

C. **Subpoenaed Court Appearances or Jury Duty**

A teacher summoned to jury duty or subpoenaed for a non-personal matter shall be paid his/her full salary for each working day of absence, provided that the employee pays the Board the jury fee less mileage expense.

D. **Public Office**

The Board shall grant a leave of absence without pay and without credit on the salary schedule to any teacher to campaign for, or serve one (1) term of public office.

E. **Special Leave**

A teacher, after five (5) years of service in the Forest Hills School District, may request a special leave for a period of one (1) school year without pay. The teacher must submit application to the Assistant Superintendent of Human Resources, and he/she will consult with the building principal and Association.

F. **Sabbatical Leave**

A teacher, after ten (10) years of service with the Forest Hills Public School District, may request a paid sabbatical leave for a period of one (1) school year. If the leave is approved, said individual will return to the District for three (3) years or repay the Board as follows:

- 0 years of service after sabbatical - repay full amount
- 1 year of service after sabbatical - repay 2/3rds of amount
- 2 years of service after sabbatical - repay 1/3rd of amount

The Board will pay \$12,000 per sabbatical leave with no more than two (2) per calendar school year. Each individual requesting said leave will write a proposal and be interviewed by the Sabbatical Leave Committee.

The committee will be composed of an equal number of representatives from the Association the Board, and the Superintendent or designee. All leaves will be presented to the Board of Education for approval. If approved, the leave will be for one (1) calendar school year and shall not break continuous employment for seniority or credit on the salary schedule.

G. **Honorary or Fellowship Leave**

The Superintendent may, after consulting with the Association, grant a teacher a one (1) year Honorary or Fellowship Leave. Honorary or Fellowship leaves will be

presented to the Board of Education for approval. The decision for approval or denial by the Board of Education is final and binding and is not subject to the grievance process. If approved, the leave will be a maximum of one (1) school year and shall not break continuous employment for seniority or credit on the salary schedule.

H. **Active Military Leave**

A leave of absence shall be automatically granted to an employee who is called up or drafted for active military duty. The employee shall provide the employer as much notice as possible. The duration of the leave shall be for the duration of the call-up or induction.

1. The employee shall continue the employee's contractual rights as specified below as if the employee was actively working during any leave of absence granted pursuant to the above provisions and continuing through the end of the month following the month in which the period of active duty ends; including but not limited to the following provisions. If the employee's leave is 30 days or fewer, the District will maintain insurance coverage for the employee as required by law with the employee paying the same amount for their insurance as other teachers choosing the same coverage.

a) The employee shall have the option of receiving the pay differential between the amount he/she would have received had his/her active employment not been interrupted by active duty, and his/her military pay minus any hardship or combat amounts, OR

b) The employer will maintain the employee's insurance coverage as if he/she was actively working for the duration of his/her active duty.

The employee will remain responsible for payment of premiums required of bargaining unit members who are not on a leave of absence status.

c) Seniority, salary schedule, experience, leave day accrual and all other other contractual rights shall continue to accrue as if the employee was actively working for the school district. USERRA allows an employee to serve a total of 5 years of active duty without losing rights to re-employment upon return and upon return, the employee shall be entitled to the pay rate that he/she reached if his/her employment had not been interrupted.

If an employee selects to receive the pay differential between the amount he/she would have received had his/her active employment not been interrupted by active duty, he/she will be offered COBRA health insurance coverage.

2. The employee shall have the right to return to active employment immediately upon return from active duty or at any time thereafter, up to the start of the school year immediately following the end of his/her period of active duty. The employee shall return to a position comparable to the position he/she vacated prior to leaving for active duty that he/she is fully qualified and certified for.
3. If an employee suffers a disability during leave of absence granted pursuant to the provisions above, he/she shall be granted a paid sick leave of absence. If he/she exhausts his/her accumulated sick leave and granting of days through the Sick Leave Bank or Critical Care Leave (Article IX), he/she shall automatically be granted an unpaid leave of absence for the duration of the disability. He/she shall be returned to employment in a comparable position as if he/she was returning directly from active duty.
4. If an employee attends the annual training for reservists or active duty training on a work day, the employee shall be considered and treated as being on a paid leave of absence. The employee shall notify his/her immediate supervisor of these training dates no later than the work day prior to the training date with a written order whenever possible.
5. The rights above shall be considered to be in addition to any other rights as provided by law.

I. **Salary Schedule Credit**

Except as provided in Article XII, Military Leave, Sabbatical Leave, Honorary or Fellowship Leaves, and Article VIII, teacher returning from an administrative position, a teacher shall not earn seniority or advancement on the salary schedule during a period of unpaid leave or layoff.

A teacher returning to a position following an unpaid leave or layoff, except for those situations referenced in the preceding paragraph, shall resume earning seniority and credit on the salary schedule from the years credited and position on the salary schedule as of the effective date of the leave or layoff.

ARTICLE XI

TEACHER EVALUATIONS

A. **Personnel File**

Each teacher shall have the right upon written request to review the materials prepared for his/her personnel file by the Forest Hills School District. A representative of the Association may be requested to accompany the teacher in

such review. Materials may be removed from a teacher's personnel file after discussions and review with the administrator and with the permission of the administrator. Except as required by law, all other access shall be prohibited.

B. Mentor Teacher

As required by law, the principal shall assign a mentor teacher to a probationary teacher. Mentor teacher's participation shall be voluntary. The principal shall give specific goals and concrete suggestions as to where the probationary teacher needs help and guidance. This assignment must meet with the approval of the two (2) teachers involved. The mentor teacher will serve in an advisory capacity only.

ARTICLE XII

GRIEVANCE PROCEDURES

- A. Any teacher or group of teachers believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or of any rule, order or regulation of the Board regarding wages, hours, terms or conditions of employment may take the following steps to implement the settlement of the alleged violation. All reference to this Article to principal shall also mean appropriate supervisor.
- B. Both parties mutually understand and agree to allow discussions and resolutions concerning contractual issues between an individual association member and his/her administrator provided that said resolution is consistent with the terms of the Master Agreement and the Association has been given the opportunity to be present at such adjustments.

Step One

1. If, after meeting and discussing the alleged violation with the building principal, a satisfactory settlement cannot be concluded, the teacher or teachers may, within seven (7) work days of the occurrence of the alleged violation, file a written grievance with the principal.
2. Within ten (10) work days of receipt of the written grievance, the principal shall meet with the Association representative in an effort to resolve the grievance. Affected teacher(s) may or may not be present at such meeting. The principal's written answer shall be given within ten (10) work days after such meeting.
3. When the particular grievance arises in more than one (1) school building and the Association and the aggrieved teacher(s) believe the grievance has merit, the written grievance shall be filed with the Assistant Superintendent of Human Resources, at Step Two.

Step Two

1. If the meeting with the principal does not result in an agreement, and the Association and the aggrieved teacher(s) believe the grievance has merit, the grievance shall be transmitted within ten (10) work days after receipt of the principal's answer to the Assistant Superintendent of Human Resources, by the Association president or his/her alternate.
2. The Assistant Superintendent of Human Resources shall hold either a formal or informal discussion with any or all parties involved. Within fifteen (15) work days of receipt of the written grievance, he/she shall return the grievance to the Association president with his/her decision to approve or deny said grievance. If the matter is not resolved at Step 2, then the aggrieved teacher(s) may appeal to the Superintendent within ten (10) work days, and the Superintendent shall notify the parties of his decision within ten (10) work days.

Step Three

1. If the decision of the Superintendent is not satisfactory to the Association and the aggrieved teacher(s), the grievance may be submitted to arbitration by written notice given by the Association within fifteen (15) work days after receipt of the decision. An impartial arbitrator shall be selected, within ten (10) work days, by the parties to decide the matter. If the parties cannot agree as to the arbitrator, he/she shall be selected by the parties in accordance with the rules of the American Arbitration Association. The Association agrees to share equally in any filing fees. The power of the arbitrator shall be limited to the interpretation of application of the express terms of this Agreement and he/she shall have no power to alter, add to or subtract from the terms of this Agreement as written. Both parties agree to be bound by the award of the arbitrator and Agree that judgment thereon may be entered in any court of competent jurisdiction.
 2. No grievance shall be processed unless initiated or carried to the next step within the time provided herein or as extended by mutual agreement.
 3. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All arbitration proceedings are subject to and governed by the Uniform Arbitration Act, MCL 691.1681 et seq.
- C. It is understood that a written grievance as required herein shall contain the following:
1. It shall be signed by the grievant(s).
 2. It shall be specific.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the section of this Agreement alleged to have been violated or

- any rule, order or regulation of the Board alleged to have been violated.
 - 5. It shall contain the date of the alleged violation.
 - 6. It shall specify the relief requested.
- D. For purposes of the grievance procedure only, when reference is made to work days, they shall be counted beginning with the work day immediately following the alleged occurrence or violation and shall also mean from the time teachers report in the morning until 5:30 p.m.

ARTICLE XIII

JOINT COUNCILS/COMMITTEES

A. **Representation on Committees**

It is specifically understood that curriculum study committees or any similar committees shall not make recommendations which impact upon a teacher's hours, wages or other conditions of employment except as said recommendations are mutually agreed upon by the Board and Association.

B. **K-6 Elementary Curriculum Changes/Elementary Day Committee**

1. There shall be no expansion of or additions to the current K-6 curriculum without an equivalent and corresponding reduction. When State or Federal mandates require such additions, the parties agree to seek ways to mitigate the impact on the current curriculum.
2. A committee composed of one (1) representative for each K-6 buildings, including a representative for specials and student services, selected by the FHEA president and an equivalent or less number of administrative representatives selected by the Superintendent or his designee will be charged to review implementation. As K-6 curriculum changes are suggested, this committee will discuss such changes and make recommendations to the Assistant Superintendent of Human Resources and the chief negotiator for the FHEA as to the implementation.
3. The parties agree that other K-6 issues deemed mutually appropriate may be referred to the Elementary Day Committee for consideration and recommendations. (Refer to Article VII, Section D)

C. **Critical Care Committee**

All requests for critical care leave shall be considered and acted upon within three (3) work days by a standing committee of two (2) administrators appointed by the Superintendent and two (2) teachers appointed by the FHEA president with approval being granted by simple majority. The decisions of the committee shall be final and specifically excluded from the grievance process. (Refer to Article IX and X)

D. **Special Leave Committee**

All requests for qualifying teachers for an unpaid special leave of absence, shall be considered by the teacher's submission of application in writing to the Assistant Superintendent of Human Resources. The Assistant Superintendent of Human Resources shall consult with the building principal and Association. All decisions shall be binding and specifically excluded from the grievance process. (Refer to Article X)

E. **Sabbatical Leave Committee**

The Sabbatical Leave Committee comprised of an equal number of representatives selected by the Association, and the administration selected by Superintendent or his designee, will review the written proposal for a sabbatical leave and present their recommendation to the Superintendent. (Refer to Article X)

F. **FHEA Sick Leave Committee**

The FHEA Sick Leave Committee comprised of equal representation of the Association and the Board will review the written request for contribution of sick leave days. The decisions of the committee shall be final and specifically excluded from the grievance process.

G. **Honorary or Fellowship Committee**

The Honorary or Fellowship Committee comprised of equal representation of the Association, the Board, and the Superintendent or his designee, will review the proposal for an Honorary or Fellowship leave and present their recommendation to the Board of Education. The decision of the Board of Education shall be final and specifically excluded from the grievance process.

H. **Supplemental Contract Committee**

A committee composed of administrators appointed by the Superintendent or his designee, and teachers, selected by the Association, shall meet during the final year of the contract for the purpose of studying and making written recommendations to the Board and Association negotiation teams relative to all areas of the supplemental contract. The committee shall meet by the last day of October and its report shall be completed by May 1 of that school year. Committee recommendations shall not be binding. (Refer to Article XXI)

ARTICLE XIV

BOARD RIGHTS

A. **Powers, Rights, Authority, Duties and Responsibilities**

In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the

Forest Hills School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law, including by way of illustration:

1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
2. The right to establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
3. The selection of textbooks, teaching materials and various teaching aids.

B. **Exceptions**

The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof shall be the exclusive prerogative of the Board except as otherwise limited by the express provisions of this Agreement.

ARTICLE XV

NEGOTIATION PROCEDURES

A. **Good Faith Bargaining/Problem-Solving**

During the negotiations leading up to a new Agreement, each party has the right to make proposals and bargain on all bargainable matters. This contract contains the entire Agreement of the parties. Each party agrees that the other will not be required to engage in further bargaining on any matter, whether covered herein or not, except for matters which are subject to the grievance procedure as provided in Article XII and as may be specified below or elsewhere in this Agreement.

The parties agree to meet in good faith for the purpose of negotiating Letters of Agreement/Understanding related to issues not currently addressed in the Master Agreement and/or to resolve concerns that may arise pertaining to interpretation and/or application of same. It is further agreed and understood that:

1. This process shall not supersede either party's right to seek relief by the established means provided elsewhere.
2. Unless otherwise negotiated, Letters of Agreement/Understanding shall be published and incorporated into the current Master Agreement and in successor Agreements.
3. If any problem-solving action is deemed necessary by either party to require

a vote by the Board and/or Association, such vote shall be conducted not sooner than seven (7) calendar days or portion thereof following the dissemination of information related to same.

B. Negotiation Timelines

The parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of teachers no later than May 1 preceding the expiration of this Agreement.

C. Release from Assignment

A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any grievance shall be released from regular duties without loss of salary or sick leave when such meeting is held during the school day at the request of the Board, administration, arbitrator or public authority.

D. Issuance of Contracts/Letters of Intent

The Board recognizes that issuance of contracts or letters of intent may have detrimental effect on negotiations with the Association. To facilitate the renegotiation of this Agreement and the professional compensation schedule. The Board agrees that it will not, without the consent of the Association, issue teaching contracts or notices of intent to teachers then in the school system while such negotiations are in process. The Board, however, may issue contracts to new teachers not then under contract. The Association will in no way interfere with the Board's replacement of teachers who wish to leave the school system and will inform the Board of any vacancies it knows will be created by intended resignations. All provisions of the individual contract between the teacher and the school district are subject to the specific provisions of this Master Agreement.

ARTICLE XVI

PROVISIONS FOR CONTINUOUS EDUCATION

The Board, Association and each teacher recognize that their primary responsibility is to the children of the District and declare that their mutual object is to provide these children with a proper education to that end:

A. Interference with Education

The Association and its members agree that they will not cause, permit or take part in any interruption or disturbance of or interference with the continuous normal education of such children by concerted activity or otherwise.

B. **Conflict Resolution**

The Board, Association and each teacher agree that any difference of opinion or dispute which there may be between or among themselves will be resolved by the methods provided herein, including arbitration where authorized, and not allowed to affect in any way the normal education afforded the children of the District.

ARTICLE XVII

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Article XXII, Sections A, B and C, which are attached to and incorporated in this Agreement.
- B. The salary schedule is based on a weekly teaching load as defined in this Agreement.
- C. Teachers whose teaching assignments are .50 to 1.0 will advance on step on the salary schedule. Teachers whose teaching assignments are .10 to .49 will receive a half step on the salary schedule

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

A. **Equality of Agreement**

The Association and Board pledge themselves to seek to extend the advantages of public education to every student without regard to race, age, religion, sex, color, handicap or national origin and to seek or achieve full equality of educational opportunity to all pupils as provided in State and Federal statutes as well as the State and Federal constitutions.

B. **Polygraph Use**

No polygraph or lie detector device shall be used in any investigation of any teacher by the Board or agents representing the Board.

C. **Agreement Supersedes Rules and Practices**

This Agreement shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any contract with individual teachers heretofore in effect. All future contracts with teachers shall be subject to the terms of this Agreement. The provisions of this Agreement shall be part of the established policies of the Board.

D. **Contrary to Law**

If any provision of this Agreement or any application of the Agreement to any teacher shall be contrary to law, then such provision or application shall be deemed invalid and non-subsuming except to the extent permitted by law, but all other provisions or application hereof shall continue in full force and effect.

E. **Site-Based Decision Making**

The conditions which follow shall govern teacher participation in any and all plans, programs or projects included in the terms site-based decision making, building-based decision making, school improvement, effective schools and all other similar descriptions.

1. Teacher participation is voluntary.
2. The Master Agreement may not be modified in whole or in part inclusive of any consideration of past practice, except by mutual, written agreement by the Board and Association.
3. Upon written notice, the Board and Association reserve the right to unilaterally terminate their involvement in said process.

F. **Copies of Agreement**

Copies of this Agreement shall be prepared at the expense of the Board and presented to all teachers now and hereafter employed by the Board. Distribution shall occur either by the first work day of the new contract or within fifteen (15) work days of the completion of the ratification process.

G. **Student Teacher Placement**

Student teacher placement shall be coordinated through the building and communicated to Human Resources. Supervising teachers may accept up to one (1) student teacher per year on a voluntary basis. Each supervising teacher shall receive from the Board the equivalent stipend amount, if any, received from the university.

H. **Property of the Board**

Any materials prepared by an employee in the course of his/her assignment shall become the property of the Board for use in this school system. No syndication or sale of this material may be made without the express release of the creator and the Board. The development of materials by committee in which there is no creator shall become the property of the Board.

I. **Emergency Manager**

An Emergency Manager appointed under 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.

ARTICLE XIX

EMPLOYEE BENEFITS

A. Employee Responsibilities

It shall be the responsibility of the employee to make signed application for all benefits, including validation for advancement on the salary schedule, to which he/she is entitled. The Board will not be responsible for retroactive premiums, compensation, or annuity payments because of the failure by the employee to complete forms in a timely manner. An open enrollment period for health insurance shall be provided during the month of November.

Changes in family status shall be reported by the employee, in writing, to the Human Resources Office within thirty (30) calendar days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply.

B. Benefits

3. Medical Insurance

The Board will provide MESSA ABC medical insurance and provide the MESSA Saver Rx card for full-time equated teachers and dependents. The District will pay the amounts listed below toward insurance premiums. Any additional cost will be paid by the teacher through payroll deduction. Dependents shall be spouse and natural born or legally adopted children who qualify as dependents with the Internal Revenue Service. During the open enrollment period, employees will have the option of selecting Choices II or ABC. Employees who select the Choices II Plan will pay a higher contribution due to the difference between the premium cost of plans.

The District will cover up to the following amount for health insurance for full-time employees. Amounts for part-time employees will be prorated based on their FTE:

	District Contribution for health insurance
Single	\$ 5,650.00
Two-Person	\$12,250.00
Full-Family	\$15,450.00

In addition to the contribution above, for the 2016-17 school year only, the District will cover up to the following additional amounts toward health insurance for full-time employees. This reflects 50% of the difference in the

district amount listed above and the State hard-cap. Amounts contributed for part-time employees will be prorated based on their FTE.

This one-time payment (2016-17 only) is a result of both parties agreeing to perform a thorough review of other insurance carriers as well as other plans in the healthcare marketplace to help reduce the cost of health insurance to employees.

	One-time additional District Contribution
Single	\$ 246.00
Two-Person	\$ 298.00
Full-Family	\$ 651.00

For Teachers selecting the MESSA ABC plan, the District will deposit \$2,600 for full family and two-person coverage, and \$1,300 for single coverage on the first paydate in January into an employee's HSA account. The amount of the deposit will be included in the total cost of the HSA plan and will be deducted via payroll. If an employee separates employment from the district during the calendar year in which the deposit was made, the employee will be required to pay back the prorated amount of the HSA deposit based on the last date of employment.

The District will cover up to the following amounts for Dental, Vision, Life and LTD insurance for full-time employees for the 2016-17 school year. Amounts for part-time employees will be prorated based on their FTE:

	District contribution for Dental, Vision, Life and LTD
Single	\$ 773.00
Two-Person	\$1,206.00
Full-Family	\$1,885.00

Insurance Coverage for Less Than Full-Time Teachers

The Board will prorate the fringe benefits for all teachers contracted for less than a full-time position as specified in this Article.

2. Dental Plan

The Board will provide MESSA Pak "A" Delta Dental Plan, with orthodontic rider, for teachers enrolling in the MESSA health/medical coverage. Up to the amount listed above.

For teachers waiving MESSA medical coverage, the Board will pay 100% of the MESSA Pak “B” Delta Dental plan.

3. **Vision Insurance**

The Board will provide vision care insurance through MESSA VSP-3 up to the amount listed above.

For teachers waiving MESSA medical coverage, the Board will pay 100% of the MESSA Pak “B” VSP-3 plan.

4. **Life Insurance**

The Board will pay the cost of providing \$35,000 term life insurance with double indemnity for accidental death for each teacher in accordance with the terms of the master insurance policy up to the amount listed above.

5. **Long-Term Disability (LTD)**

The Board will provide long-term disability insurance at 66 2/3% of qualified teaching salary or a better or comparable plan agreed upon by the parties. The coverage is to begin after a ninety (90) calendar day waiting period and with the negotiated health coverage as a non-deductible benefit, not to exceed twenty-four (24) consecutive months up to the amount listed above

For teachers waiving MESSA medical coverage, the Board will pay 100% of the MESSA Pak “B” life insurance plan.

6. **Workers’ Compensation Insurance**

- a. The Board will provide Workers’ Compensation insurance.
- b. Employee must report job-related injuries to the Human Resources Office within twenty-four (24) hours through completion and submission of the appropriate form.
- c. In cases where the employee is paid benefits under the Workers’ Compensation Act, the employee may request deductions on a pro-rata basis from the sick leave accumulation to ensure no difference between the employee’s regular straight time wages to Workers’ Compensation benefits and the actual benefits paid under the provisions of the said Workers’ Compensation benefits, or until such time that the employee’s sick leave is exhausted. Employee is responsible for their MIP contribution on reportable Worker’s Compensation payments.

7. **Accumulated Sick Leave Value upon Retirement**

Provided the teacher notifies the District of their intent to retire by April 15 of their final year of employment, the Board will contribute the following amount

for each day of unused sick leave into a 403B account with a Board approved vendor no later than June 30 of the year the employee terminates employment with the district:

\$45 for having accumulated 125-175 sick leave days
\$65 for having accumulated 176-200 sick leave days
\$75 for having accumulated 201+ sick leave days

8. **Cash in Lieu of Health Benefits**

In lieu of subscribing to the Board provided health insurance, a full-time teacher hired prior to July 1, 2016 may elect a cash option equal in dollar amount of \$3500.00. Those employed less than full-time may elect a prorated cash option. Cash in lieu will be disbursed over 24 pay periods and will not be paid on the 3rd pay of the month. For employees hired on or after July 1, 2016, Cash in lieu of Health will be paid equal in dollar amount of \$2400.00.

9. **Tax Sheltered Annuity**

- a. Employees on Step 12 or higher, shall receive a Board contribution of \$800 by June 30 for 2-15-16, in the form of either a contribution to a Tax Sheltered Annuity (403b) Health Savings Account deposit, or tuition reimbursement, at the discretion of the member. The TSA account shall be separate from accounts set up for elective payroll contributions to a TSA. The payment into a TSA shall only be made upon opening a TSA account with a Board approved vendor, Less than full-time equated teachers shall receive a pro-rated Board contribution.
- b. All employees covered by this Agreement may sign and deliver to the Board at no cost to the employee an assignment authorizing payroll deduction for a tax sheltered annuity through a Board approved vendor.

10. **Flexible Spending Accounts**

Employees may elect to establish a flexible spending account through their benefit election form during open enrollment. Flexible spending accounts allow participants to use pre-tax dollars for out-of-pocket medical expenses, dependent care expenses and employer sponsored medical-related insurance premiums. The flexible medical account is not available to employees selecting the ABC Health plan. The company that oversees/handles Forest Hills flexible spending accounts is called Flex Administrators. It is the employee's responsibility to submit claims directly to Flex Administrators for processing their reimbursements. An employee may elect any amount up to the maximum allowable limit.

It is important to note that according to IRS regulations, employee contributions to a flexible spending account that are not used by the end of

the plan year are forfeited. When an employee elects to sign up for a flexible spending account, the amount selected is deducted out of their pay during the eighteen (18) pay deduction period. The eighteen (18) pay spread normally runs from the first pay in October through the first pay in June of each school year.

12. **Insurance Coverage Upon Leave/Termination**

In the event a teacher's employment is terminated or he/she goes on unpaid leave or resigns during the school year, the Board will pay a pro-rata share of the annual twelve (12) month insurance premium cost, based on the percentage of contracted work days actually worked by the teacher during the school year, pursuant to and applicable to provisions of the Family Medical Leave Act, and this Agreement.

In the event that a teacher files for retirement at the conclusion of the school year, their insurance coverage and that of any named dependents shall be terminated effective July 1, of the current year.

14. **Tuition Reimbursement**

Teachers, during the first five (5) consecutive years of employment in Forest Hills, who have not earned a Master's degree, shall be reimbursed for eligible tuition costs as follows:

Four (4) courses at a maximum cost of \$1,000 per course

This benefit is available until a teacher has completed five (5) consecutive years of employment in Forest Hills, or has completed a Master's degree, whichever occurs first.

Thereafter, until the teacher reaches Step 11 on the salary schedule, the maximum reimbursement per year shall be \$500.00.

Teachers on step 12 or higher shall receive a Board contribution of \$800 by June 30 for 2015-16, as specified below in the form of either a contribution to a Tax Sheltered Annuity (403b), Health Savings Account deposit, or tuition reimbursement, at the discretion of the member.

a. **Qualifications**

- Teacher is not eligible for tuition reimbursement from another source(s).
- Teacher on leave of absence without pay for study purposes is not eligible for tuition reimbursement from another source(s).
- Teacher on leave of absence with pay shall not qualify.

- Course work may not interfere with the employee's regular assignment.
- Any employee eligible to receive tuition reimbursement must return to Board employment prior to payment.

b. Course Approval

- A request for reimbursement must be made in writing to the Assistant Superintendent of Human Resources at least ten (10) days prior to the beginning of the course. Such request must include the course number, name and description, date and the name of the university or college offering the course.
- Such course(s) must be for college undergraduate, graduate credit or workshop equivalent in college undergraduate or graduate credit.
- The course(s) must be related to the employee's regular assignment, the administrator's judgment of relevancy is final and binding and is not subject to the grievance procedure.
- Approval or disapproval shall be submitted to the employee in writing from the office of the Assistant Superintendent of Human Resources.

c. Tuition Reimbursement Application Procedures

- Pre-approval of the course(s) must be obtained.
- The employee must satisfactorily complete the course(s) with a passing grade of "C" or better.
- The employee must submit the tuition receipt or proof of payment to the Human Resources office for payment and authorization.
- The Business Office shall make payment according to its procedures and IRS law.

15. **TB Exams**

TB exams shall be paid by the Board at the required intervals specified by law up to the amount charged by the Kent County Health Department.

16. **Mileage Reimbursement**

Teachers who are assigned to travel between schools during a teaching day or who are asked to use their cars for official school business will be paid the IRS mileage rate as announced.

ARTICLE XX

SALARY SCHEDULE AND CONDITIONS

- A. Steps will be granted for the 2016-17 school year
- B. The Salary schedule will be increased by .50% on each step and column
- C. **Certification Requirements for Employees**
Each new employee or employee transferred to a position requiring changed certification, who reports to work at the beginning of the school year, shall file certification materials including transcripts, letter from college or university verifying requirements have been met or a certificate, with the Assistant Superintendent of Human Resources no later than October 1 of each school year. Any such employee reporting to work after October 1 shall file such materials within specified timelines. In the event the employee does not comply with the above, his/her personal contract will be revoked unless such time is extended by mutual agreement between the employee and the Assistant Superintendent of Human Resources provided the delay in submission of the material is beyond the control of the employee.
- G. **Placement on the Master's Schedule**
To qualify for placement on the Master's degree salary schedule, a teacher must earn a Master's degree from an accredited college or university after the issuance of their teaching certificate or initial counseling or social work certification.
- H. **MA + 15**
To qualify for placement on the MA+15 salary schedule, a teacher must have earned fifteen (15) semester hours after the issuance of the Master's degree. Fifteen (15) semester hours of the total graduate credit must be in the teaching major, teaching minor, teaching assignment or courses approved, in writing, by the teacher's principal.
- I. **MA + 30**
A teacher must have earned thirty (30) semester hours after the issuance of a Master's degree. Thirty (30) semester hours of the total graduate credit must be in the teaching major, teaching minor, teaching assignment or courses approved, in writing, by the teacher's principal.
- J. **MA + 45**
A teacher must have earned forty-five (45) semester hours after the issuance of a Master's degree. Forty-five (45) semester hours of the total graduate credit must be in the teaching major, teaching minor, teaching assignment or courses approved, in writing, by the teacher's principal.

K. **Prior Experience/Salary Schedule Credit**

Experience from outside systems may be credited at employing official's discretion with no limit.

L. **Credit on Salary Schedule Beyond Master's Degree**

Credit shall also be given on the salary schedule for credits earned after the issuance of a Master's degree under the following conditions:

1. Undergraduate courses may be credited upon prior written approval from the Assistant Superintendent of Human Resources.
2. State Continuing Education Clock Hours (SCECHs) credit shall be given for salary schedule advancement if:
 - a. The workshop/class has been certified as meeting SCECHs criteria by the Kent Intermediate School District (KISD) or the Forest Hills Superintendent of Schools.
 - b. A SCECHs certificate of completion is sent to the Human Resources Office indicating the date, workshop, topic or class, the number of SCECHs credits and an authorized signature.
 - c. The teacher's participation in the workshop/class for SCECHs credit will be during non-contract work hours.
 - d. A staff member cannot receive both college credit (graduate or undergraduate) and SCECHs credit.
 - e. Thirty (30) SCECHs will be equivalent to one (1) semester hour.

M. **Military or Peace Corps Experience**

Credit for military or Peace Corps experience shall be given on the salary schedule as as allowed under USERRA.

N. **Movement on Salary Schedule**

A teacher will be moved from one position on the salary schedule to another only during the school year; and not between June 1 and the first pay of the next school year. All moves shall be initiated by a written request from the teacher to the Assistant Superintendent of Human Resources and be followed by an official transcript. The pay change will be effective within two (2) pay periods following the receipt of letter to the Human Resources office. Pay will not be retroactive for failure by the teacher to submit written request for advancement on the salary schedule within the same school year.

Members who are less than half time will move a half step on the salary schedule every year.

O. **Longevity**

A longevity increase shall be reflected in the index at the 16th, 20th, 24th and 28th steps for all qualified teachers. Longevity shall be computed on the basis of the number of years credit given at the time of initial employment at Forest Hills plus years of service completed since initial employment.

P. **Extended Work Year**

A teacher requested by the Board to work in his/her regular assignment beyond the contracted number of days shall be offered an extended contract and compensated at the scheduled per diem rate, as specified in Article XXV. Compensation for weeks worked after July 1 shall be at the new rate.

Q. **Teaching Load in Excess of 1.0 FTE**

Compensation for teachers with a teaching load exceeding 1.0 FTE shall be 20% of the BA base salary, prorated for the portion of the school year during which their teaching load exceeded 1.0 FTE, subject to the following:

- Such overloads shall be offered first to qualified teachers in the same building, in order of seniority, with the most senior teacher meeting Highly Qualified requirements having first right of refusal.
- Assignment of a teacher to an overload assignment shall be agreed upon by the building principal, the chairperson of the affected department (or another teacher from the department if the chair desires the overload position), and an Association building representative from that building. Assignments determined by that group shall not be subject to the grievance process.
- A teacher who fills an overload position for at least one semester shall not be eligible for another such assignment until all qualified teachers in the department have had the opportunity to fill such position, in order of seniority, subject to Highly Qualified requirements.

ARTICLE XX, SECTION B – SALARY SCHEDULE AND CONDITIONS:

Step	Index	BA	Index	MA	Index	MA+15	Index	MA+30	Index	MA+45
1	1.00	\$ 39,859	1.10	\$ 43,749	1.15	\$45,693	1.20	\$ 47,638	1.25	49,584
2	1.05	41,804	1.15	45,693	1.20	47,638	1.25	49,584	1.30	51,527
3	1.10	43,749	1.22	48,417	1.25	49,584	1.30	51,527	1.35	53,472
4	1.15	45,693	1.26	49,973	1.31	51,916	1.36	53,861	1.41	55,807
5	1.22	48,417	1.32	52,305	1.37	54,250	1.42	56,196	1.47	58,140
6	1.28	50,750	1.39	55,028	1.44	56,973	1.49	58,918	1.54	60,863
7	1.34	53,083	1.46	57,751	1.51	59,696	1.56	61,641	1.61	63,585
8	1.39	55,028	1.53	60,474	1.58	62,419	1.63	64,363	1.68	66,308
9	1.44	56,973	1.61	63,585	1.66	65,530	1.71	67,475	1.76	69,419
10	1.49	58,918	1.67	65,919	1.72	67,864	1.77	69,809	1.82	71,754
11	1.55	61,252	1.74	68,642	1.79	70,587	1.84	72,532	1.89	74,476
12			1.81	71,365	1.87	73,698	1.92	75,642	1.97	77,588
16	1.61	63,585	1.86	73,310	1.93	76,031	1.98	77,977	2.03	79,922
20	1.67	65,919	1.91	75,253	1.99	78,366	2.04	80,311	2.09	82,255
24	1.73	68,253	1.96	77,199	2.05	80,699	2.10	82,644	2.15	84,590
28	1.78	70,198	2.01	79,144	2.10	82,644	2.15	84,590	2.20	86,534

ARTICLE XXI

SUPPLEMENTAL CONTRACT SCHEDULE AND CONDITIONS

The Supplemental schedule was negotiated to reflect a reduction in costs of \$200,000 that was added to the teaching salary schedule. The percentages listed are applied to a base of \$32,915.

A. Conditions for Issuance of Supplemental Contract

The following is a schedule based on a base of \$32,915 for the indicated special activity which takes place outside the teaching day. Credit may be given at the employing official's discretion for experience in same assignment in another school system or for a subordinate assignment in the same activity within the Forest Hills system.

B. Salary for Assignment

ASSIGNMENT	(Years of Experience)				
	1	2	3	4	5
Varsity Football	13.5%	14.375%	15.25%	17%	18%
Varsity Asst. Football	8%	8.5%	9%	10%	11%
JV Football	9.5%	10%	10.5%	11%	11.5%
JV Asst. Football	8%	8.5%	9%	10%	11%
Freshman Football	9.5%	10%	10.5%	11%	11.5%
Middle School Skills	\$300 Lump Sum				
Building Football					
Varsity Basketball	13.5%	14.375%	15.25%	17%	18%
JV Basketball	9.5%	10%	10.5%	11%	11.5%
Freshman Basketball	9.5%	10%	10.5%	11%	11.5%
Middle School Basketball	4.5%	5%	5.5%	6%	7%
Middle School Recreational BB	\$450 Lump Sum				
Middle School Skills Bldg. BB	\$300 Lump Sum				
Varsity Wrestling	13%	13.5%	14%	14.5%	15.5%
JV/Freshman Wrestling	7.75%	8.25%	8.75%	9.25%	10.25%
Middle School Wrestling	4.5%				
Varsity Hockey	13%	13.5%	14%	14.5%	15%
Varsity Swimming	13%	13.5%	14%	14.5%	15%
Assistant Swimming	7.75%	8.25%	8.75%	9.25%	9.75%
Varsity Diving Coach	7.75%	8.25%	8.75%	9.25%	9.75%
Middle School Swimming	4.5%	5%	5.5%	6%	6.5%
Middle School Asst. Swimming	3.5%	3.75%	4%	4.25%	4.5%
Middle School Diving	2%	2.25%	2.5%	2.75%	3%
Varsity Volleyball	13%	13.5%	14%	14.5%	15%
JV/Freshman Volleyball	7.75%	8.25%	8.75%	9.25%	9.75%
Middle School Volleyball	4.5%	5%	5.5%	6%	7%
Middle School Recreational VB	\$450 Lump Sum				
Middle School Skills Bldg. VB	\$300 Lump Sum				

One head JV and one Head Freshman Football position, as well as a maximum of six (6) additional assistant football coaching positions' compensation will be recommended by the Head Varsity Coach, within the appropriate supplemental schedule and based upon assignment, off-season supervision and conditional activities. The total compensation for Asst. Football coach positions must be approved by the Athletic Supervisor and the Human Resources Office. Maximum of 1 "A" team per sport per building. Number of "B" teams per sport per bldg., will be determined by administration based on student participation, but not to exceed 6 "B" teams per sport at the middle school level. (Maximum of 1 "A" and 6 "B" teams apply to boys' and girls' basketball and volleyball only.)

ASSIGNMENT	(Years of Experience)				
	1	2	3	4	5
Varsity Gymnastics	13%	13.5%	14%	14.5%	15%
Assistant Gymnastics	4.5%	5%	5.5%	6%	6.5%
Gymnastic Skills	\$650 Lump Sum				
Varsity Competitive Cheer	13%	13.5%	14%	14.5%	15%
Sideline Cheer	5.5%	6%	6.5%	7%	7.5%
Assistant Cheer	\$650 Lump Sum				
Varsity Baseball	11%	11.5%	12%	12.5%	13.5%
JV Baseball	6.75%	7.25%	7.75%	8.25%	9.25%
Freshman Baseball	6.75%	7.25%	7.75%	8.25%	9.25%
Middle Sch. Skills Bldg. Baseball	\$300 Lump Sum				
Varsity Softball	11%	11.5%	12%	12.5%	13.5%
JV Softball	6.75%	7.25%	7.75%	8.25%	9.25%
Freshman Softball	6.75%	7.25%	7.75%	8.25%	9.25%
Middle School Recreational Baseball	\$450 Lump Sum				
Varsity Soccer	11%	11.5%	12%	12.5%	13.5%
Assistant Soccer	7.75%	8.50%	9%	9.5%	10.25%
Varsity Track	11%	11.5%	12%	12.5%	13.5%
Assistant Track	7.75%	8.5%	9%	9.5%	10.25%
Middle School Track	4.5%	5%	5.5%	6%	6.50%
Varsity Cross Country	8%	8.5%	9%	9.5%	11%
Assistant Cross Country	5%	5.5%	6%	6.5%	7%
Middle School Cross Country	4.5%	5%	5.5%	6%	6.5%
Varsity Golf	8%	8.5%	9%	9.5%	11%
Assistant Golf	6%	6.5%	7%	7.5%	8%
Varsity Tennis	8%	8.5%	9%	9.5%	11%
Assistant Tennis	6%	6.5%	7%	7.5%	8%
Middle School Tennis	4.5%	5%	5.5%	6%	6.5%
Middle School Skills Bldg. Tennis	\$300 Lump Sum				
Varsity Boys'/Girls' Bowling	8%	8.5%	9%	9.5%	11%
Varsity Skiing	8%	8.5%	9%	9.5%	11%
Assistant Skiing	5%	5.5%	6%	6.5	
Varsity Water Polo	11%	11.5%	12%	12.5%	13%
Assistant Water Polo	6%	6.5%	7%	7.5%	8%

Varsity Crew	11%	11.5%	12%	12.5%	13%
Assistant Crew	6%	6.5%	7%	7.5%	8%
Varsity Lacrosse	11%	11.5%	12%	12.5%	13%
Assistant Lacrosse	6%	6.5%	7%	7.5%	8%

ASSIGNMENT	(Years of Experience)				
	1	2	3	4	5
Head Pom Pons	8%	9%	10%	11%	12%
Middle School Events Coordinator	14%	14.5%	15%	15.5%	16%
Special Olympics	2.5%	3%	3.5%	4%	4.5%

Minimum of 4 performances outside contracted day for all positions for High School Positions. Asst. Band Directors are responsible to attend all practices and performances.

ASSIGNMENT	(Years of Experience)				
	1	2	3	4	5
H.S. Music Dir. (Band, Orch., Vocal)	6.5%	7%	7.5%	8%	8.5%

	% of Base
H.S. Jazz Director (Band/Vocal)	3%
H.S. Instrumental Solo and Ensemble	3%
H.S. Vocal Solo and Ensemble	1%
H.S. Summer Band Camp (On-Site)	4%
H.S. Summer Band Camp (Off-Site)	6%
H.S. Summer Orchestra Camp	1.5%
H.S. Sports Band	2%
H.S. Asst. Marching Band (over 100 students)	1.5%
Visual Guard (School Year and Band Camp)	2% for each

Minimum of 3 performances outside contracted day for all positions for Middle School Positions.

	% of Base
7-8 Music Director (Band, Orchestra, Vocal)	4%
7-8 Solo and Ensemble (Band, Orchestra, Vocal)	2%
8 th Grade Jazz Director (Band, Vocal)	2%

7-8 Directors are considered co-directors and percentages will be split.

Minimum of 3 performances outside contracted day for all sixth grade positions.

	% of Base
6 th Grade Music Director (Band, Orchestra, Vocal)	2.75%

Minimum of 3 performances outside contracted day for all K-5 positions.

	% of Base
K-5 Music Productions	2.75%

K-4 Music Productions	2.75%
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Staff assigned to more than one building at the same level are eligible for a pro-ration of percentage specified at each building. Percentage per building cannot surpass the contracted percentage per position per building. To be eligible for supplemental compensation, performances/concerts must be held outside the contracted work day.

C. **Compensation Options for Contracted Seasonal Assignment**

Teachers contracted for extra duty that is seasonal in character shall have their pay spread throughout their assignment or receive a lump sum payment at the end of their assignment.

1. In a lump sum at the end of the assignment.
2. Spread over the duration of the assignment.

D. **Process for Validating Supplemental Contract**

Supplemental contracts are invalid if not signed and returned within fourteen (14) days after being received. This time may be extended at the discretion of the Human Resources Office.

E. **Extra-Curricular Assignments**

The following positions are to be reimbursed upon the following percentage of the base.

ASSIGNMENT	(Years of Experience)				
	1	2	3	4	5
High School Musical Director	11%	11.5%	12%	12.5%	13%
High School Play Director	6.75%	7.25%	7.75%	8.25%	8.75%
High School Variety Show Director	6.75%	7.25%	7.75%	8.25%	8.75%

	% of Base
7-8 Play Director	4.5%
7-8 Variety Show Director	4.5%
Junior Class Variety Show Director	2.75%
9-12 Play/Musical/Variety Show Support Staff	2.75%

Maximum total of twelve (12) positions per school to be divided between the productions. Any additional positions must be funded from proceeds and pre-approved by the building principal and Human Resources.

	% of Base
7-8 Play/Variety Show Support Staff	2.75%

Maximum of six (6) per school to be divided between the productions.

	% of Base
Auditorium Supervisor (Dependent upon Job Description)	9%

ASSIGNMENT	(Years of Experience)				
	1	2	3	4	5
Debate Coach	5.5%	6.5%	7%	7.5%	8%
Forensics Coach	4.5%	5%	5.5%	6%	6.5%
Science Olympiad Coach (2)	4.5%	5%	5.5%	6%	6.5%

	% of Base
Odyssey of the Mind (2)	4.5%
Mock Trial Election	4%
International Model U.N.	2.5%
DECCA	2.5%
Social Club (2)	2.5%
Volunteer Coordinator (2)	4%
Diversity Coordinator	5%
Diversity Club	2%
K-6 Teacher In Charge	3%
Middle School Math Counts	\$700 Lump Sum
5-12 Club Teams (2 per building)	\$350 Lump Sum
9-12 Ski Club Advisor	.50%
7-8 Ski Club Advisor	3%
5-6 Ski Club Advisor	.50%
K-6 Student Council	1.5%
7-8 Student Council	3.5%
9-12 Student Council	4.5%
9-12 National Honor Society (99 or less members)	3%
9-12 National Honor Society (100 or more members)	4%

	% of Base
Freshman Class Sponsor	2.5%
Sophomore Class Sponsor	2.5%
Junior Class Sponsor (2)	3.75%
Senior Class Sponsor (1.5)	4.5%

9-12 Yearbook Advisor with Class	3.5%
7-8 Yearbook Advisor with Class	1.5%
K-6 Yearbook Advisor	1.25%
9-12 School Newspaper Advisor with Class	2.5%
7-8 School Newspaper Advisor with Class	1.5%
K-6 School Newspaper Advisor	1%

F. Department Heads / Curriculum Chairs

Heads of departments will be paid the following:

	% of Base
9-12 Departments with less than 8 staff members	3%
9-12 Departments with more than 8 staff members	5%
7-8 Departments Department Chairs (6 per building)	4%
5-6 Curriculum Chairs (5 per building)	4%
K-4 Department Chairs (4 per building)	4%
K-6 Department Chairs (5 per building)	4%
K-12 Department Chairs (5)	5%

- G. **Assignment Not Subject to Tenure**
Work performed under a supplemental contract is not subject to tenure and assignment of individual teachers to such duties is discretionary with the Board.
- H. **Fulfillment of Contract**
The fulfillment of these contracts can be in addition to the work day as defined in Article IX, Section A.
- I. **Board's Right to Establish Additional Positions**
The Board has the right to establish additional positions and issue payment on supplemental contracts for such positions during the term of this Agreement and shall inform the Association president and chief negotiator.

ARTICLE XXII

GENERAL CONDITIONS OF ADDITIONAL EMPLOYMENT

- A. **Parameters/Additional Employment**
The Board and Association do mutually understand and agree without precedent or prejudice to any future negotiations and specifically as may be related to any consideration of extension or significant restructuring of the current work year, calendar or schedule that the following conditions of employment shall apply to the above cited portions of the current Master Agreement.
1. Staff who by past practice and/or nature of their teaching assignment have been requested by the Board to work in his/her regular assignment beyond the contracted number of days shall be offered an extended contract and compensated at their scheduled per diem hourly rate. Compensation for time worked after July 1 shall be at the new rate.

Flex Time

In lieu of monetary compensation, staff employed in the above circumstance and dependent upon the nature of their teaching assignment during the normal work year may make written request to the office of the Assistant Superintendent of Human Resources for compensation in the form of comp time up to the equivalent amount of time worked beyond the scheduled work year. Approval of individual requests shall be at the sole discretion of the Assistant Superintendent of Human Resources and not subject to the grievance process.

The decision to grant or deny a request shall be based upon the impact upon the educational process unique to the teaching assignments. Approved requests shall be irrevocable.

2. Staff employed in the summer school programs offering K-8 remedial instruction in reading and math or any 9-12 course of instruction resulting in transcript credit shall be compensated at \$30.00 per hour for the duration of this agreement. An instructional day for these programs does not provide for compensated planning time.
3. It shall be the individual teacher's responsibility to perform non-instructional duties outside the scheduled work day. These duties may be performed at the time and place of the individual teacher's choosing provided that he/she shall be available for scheduled staff or parent meetings.
4. Employment shall be voluntary and not subject to tenure.

B. **Teaching Outside Contracted School Year**

The Board and Association do mutually agree that pay for teaching outside the regular contracted school year and not included in other sections of this Agreement, such as adult education, summer curriculum study committees, shall be:

2015-16	\$21.00
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ARTICLE XXIII

DURATION

This Agreement shall be effective from September 1, 2016 to June 30, 2017. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

FOR THE ASSOCIATION:

Bob VandenBerg, President
Forest Hills MEA-NEA
District Association

Steve Labenz, Chief Negotiator
Forest Hills MEA-NEA
District Association

FOR THE BOARD OF EDUCATION:

Doug Josephson, President
Forest Hills Public Schools
Board of Education

Marti Atwater, Secretary
Forest Hills Public Schools
Board of Education

Christine Annese
Assistant Superintendent for
Human Resources
Forest Hills Public Schools

Julie Davis
Assistant Superintendent of Finance
and Operations
Forest Hills Public Schools

Adopted by the Board: September 1, 2016

FOREST HILLS PUBLIC SCHOOLS

Grand Rapids, Michigan

Guidelines for Curriculum Night and/or Open House

A total maximum time of 2 ½ hours would be allocated for these after school or evening events.

Staff can choose to use one night or two nights, but cannot exceed a total time commitment of 2 ½ hours.

Examples:

Combine Open House and Curriculum Night for a 2 ½ hour or less program for parents only.

Combine Open House and Curriculum Night for 2 ½ hour or less program for parents and students.

Have a one (1) hour Open House one night for both parents and students with a second “parent’s only” evening for 1 ½ hours or less Curriculum Night.

Have a 1 ½ hour or less Open House one night for both parents and students, with a second “parent’s only” evening for a one (1) hour Curriculum Night.

However the Curriculum Night and/or Open House is scheduled, the agenda would include, at minimum:

- a. Meet the teacher
- b. Classroom climate (rules, expectations, parent/teacher communication)
- c. Grade level curriculum overview (Power Point and/or handouts designed by summer study teams and available for use)

Each building will design grade level plans consistent with the guidelines above, and submit them to the Human Resources Office for approval prior to **June 15**. Dates for Curriculum Nights and/or Open Houses will be coordinated at the June Administrative meeting. ***No plans or dates should be distributed to parents or staff prior to that time.***

Schedules and responsibilities of itinerant staff, part-time staff, or art, music, physical education or foreign language teachers who are assigned to more than one building, will be defined by June 15.

APPENDIX A

The Articles included in Appendix 'A' pertain only to those non-instructional staff who are to not have teaching certificates.

ARTICLE I

TEACHERS CONTRACTS

A. **Notices of Intent of Non-Teaching Professional Staff Member Assignment**

The Board, by the end of the school year, will distribute notices of intent to teachers of their assignment for the coming school year. Such notices will include the teacher's assignment as to school building and subject area(s) or grade(s). If a change in assignment becomes necessary due to unforeseen condition(s) prior to the start of the new school year, the affected teacher will be notified as soon as possible.

ARTICLE II

PROFESSIONAL PRIVILEGES

A. **Individual Freedom**

Teachers shall be entitled to full rights of citizenship, except as limited by law, religious or political activities of any teacher or the lack thereof shall not be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

B. **Academic Freedom**

1. It is further agreed that while the Board and Association welcome and recognize the importance of parental and community involvement in the educational process, it is expressly understood and agreed that the responsibility for classroom monitoring and evaluation of staff and classroom or District programs lies solely with the Superintendent or designee.

ARTICLE III

SENIORITY

Realizing that maintenance of staff is both desirable and necessary for a well run school, and further realizing that at some time it may be necessary to decrease the number of teachers in the System, the following steps shall be followed:

A. **Non-School Year Layoffs**

Subject to the requirements of the Tenure Act, whenever any notice of personnel reductions for the upcoming school year occurs on or before August 1, the Board shall follow the procedures listed below:

1. Teachers in positions requiring a teaching certificate who do not hold a regular Provisional, Continuing, or qualified certificate will be laid off first, provided there are fully qualified and fully certified teachers to replace and perform all of the needed duties of the laid off teacher.
2. If reduction is still necessary, then probationary teachers with the least number of continuous years of teaching will be laid off first, provided there are remaining fully qualified and fully certified teachers to replace and perform all of the needed duties of the laid off teachers.
3. If further reduction is still necessary, then tenured teachers and non-probationary non-certified teachers with the least seniority will be laid off first, provided there are fully qualified and fully certified teachers to replace and perform all of the needed duties of the laid off teachers.
4. A full-time teacher shall not be laid off or have his/her assignment reduced in time if a less senior teacher is retained in an assignment for which the senior teacher is fully qualified and fully certified. Transfer of all or part of the work assignment of one or more teachers may be necessary in order to preserve the full assignment of a more senior teacher. In the event that involuntary transfers are necessary, the least senior teacher(s) whose transfer(s) will accomplish this objective will be transferred first.
5. A part-time teacher whose assignment is reduced by more than one-tenths (.1) shall be governed by the provisions of Section A.4. of this Article.

B. **School Year Layoffs**

- a. Subject to the requirements of the Tenure Act, when the decision to reduce the work force for the upcoming school year occurs after August 1 or the date of the actual reduction is during the school year, the reduction in work force shall be implemented by identifying the position which is to be eliminated and placing the affected teacher into a position which is occupied by the teacher with the least seniority for which the affected teacher is fully qualified and fully certified to teach in. If there is no position held by a less senior teacher for which the affected teacher is fully qualified and fully certified, he/she will be laid off. In addition, a more senior teacher whose assignment is reduced in time shall have the right to exercise his/her seniority in order to maintain his/her previous work hours by bumping into a position which is occupied by the teacher with the least seniority, for which the more senior teacher is fully qualified and fully certified to teach in. At no time shall a teacher be laid off due to hiring of new personnel in the same field as the teacher or in a field that the teacher is qualified as defined in Article VI, Section E.

At no time shall a teacher be laid off due to hiring of new personnel in the same field as the teacher or in a field that the teacher is qualified to teach as defined in Article VI, Section E.

C. **Voluntary Layoffs**

The parties agree to allow voluntary layoffs in those situations where a teacher is willing to accept a layoff rather than exercising his/her seniority rights to a position. All voluntary layoffs shall be in accordance with the following:

1. The voluntary layoff shall be treated as if it was an involuntary layoff and the teacher shall be subject to recall pursuant to the provisions of this Article.
2. The voluntary layoff must be agreeable to the Board and the individual teacher.
3. The Board will make no claim that these voluntary layoffs are leaves of absence or that the teacher is not eligible for unemployment benefits as a result of accepting.

D. **Drawing Lots**

In the event that the process outlined above does not resolve the layoff or recall procedure, the following criteria shall be used in sequence:

1. Total years of qualified and certified teaching experience including employment prior to employment in Forest Hills Public Schools.
2. By drawing lots or a flip of the coin as the situation dictates.

E. **Retaining Qualified/Certified Seniority**

A person who has been laid off retains his/her qualified seniority until offered re-employment in the area in which he/she is certified and qualified at the time of layoff. If the certification and qualification of a non-probationary teacher with more than five (5) years of experience changes during layoff due to additional course work taken, he/she will be offered the next open position for this area of certification and qualification. No teacher will be asked to submit a letter of resignation during the layoff period.

F. **Recall**

Subject to the requirements of the Tenure Act, recall of teachers shall follow the procedure listed below:

1. **Non-School Year Recall:**

When the decision to recall a teacher for the upcoming school year occurs on or before August 1, the Board will reassign more senior staff to ensure that the most senior teacher on layoff is recalled, provided such reassignment allows for the position for which the most senior teacher on layoff is fully qualified and fully certified.

2. **School Year Recall:**

When the decision to recall a teacher for the upcoming school year occurs after August 1 or the date of actual recall is during the school year, recall shall be on the basis of seniority to available positions provided the most senior teacher is fully qualified and fully certified for the position to which he/she is being recalled without any reassignment of staff.

3. **Recall – General:**

- f. The recall provisions of this Article shall take precedence over the provisions of Article X, Vacancies, Promotions and Transfers.
- g. No new teachers will be employed by the Board while there are bargaining unit members who are laid off unless none of the bargaining unit members who are laid off are fully qualified and fully certified to fill the position.

Notice of recall shall be sent by certified mail (signature required) to the teacher's last known address, with a copy to the Association president. It shall be the responsibility of the teacher to maintain a current address with

the Human Resources Office.

If there is no written acceptance of the recall by the teacher within fourteen (14) calendar days from the date of the mailing of the notice, the right to that specific position shall be forfeited. A laid off teacher refusing recall and/or failing to respond to a recall notice (within the time limit provided above), or failing to return to work on the required date shall be considered a voluntary quit with no further recall rights, provided that the teacher who is laid off may refuse a position that does not reflect the full or part-time status of the teacher prior to layoff without loss of recall rights. Acceptance of a position that is less than full-time shall not affect a teacher's recall rights to a full-time position.

4. To regain qualified status for a position held by a less senior qualified teacher, a teacher who has been laid off, shall by May 1 of the school year following the layoff notice, provide requisite documentation of successful or anticipated completion of academic training with an approved teacher preparation program to the Human Resources office. Failure to comply with the provisions set forth in this Section shall result in continued layoff.
- G. Staff positions will not be eliminated after September 1 of a given school year unless financial emergencies dictate a necessary reduction in staff. Financial emergencies include an unforeseen reduction in State Aid.
- H. The Board shall give no less than thirty (30) days notice to the Association and the teacher being laid off.

ARTICLE IV

CALENDAR, HOURS AND ASSIGNMENT

- A. **Open House/Curriculum Night(s)**
 1. The parties commit to continuing the process of assessing current practice, exploring and piloting alternatives and making further changes deemed mutually appropriate as an extension of their problem-solving efforts.

ARTICLE V

VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever a teacher is interested in being considered for assignment to any professional position in the district, he/she shall file written notice of his/her interest

to the Assistant Superintendent of Human Resources. The Board declares its intention to give full consideration to present staff members in all vacancies in which they have expressed an interest.

1. It is agreed that any vacancy occurring during the current school year shall only be filled on a temporary basis for the remainder of that school year. By May 1 of each year, a list of all vacancies shall be posted in a designated area in each administrative unit. Any teacher with proper qualifications may, within seven (7) calendar days of May 1 and all subsequent postings until August 1 of each year, apply for and shall be granted an interview before such vacancy is filled, with the exception of when reductions in grade levels/subject areas occur in a building allowing first right of refusal to displaced staff for any open positions in his/her individual building. Vacant positions will be posted for three (3) work days after August 1 and prior to the first reported student instructional day of each year.
 2. Any teacher requesting transfer between administrative units shall notify the Assistant Superintendent of Human Resources by April 30 for transfer in the subsequent year. Involuntary transfers within a building will occur prior to extending consideration to voluntary transfer requests. Before vacancies are filled, the qualifications of each teacher who has requested transfer shall be reviewed.
 3. It is agreed that any teacher making written request to be assigned a position whose FTE is less than their current assignment has no guarantee of a future increase in FTE except as provided by the process defined elsewhere in this Article.
 4. A vacancy shall be defined for purposes of this contract as a position presently unfilled, one to be open in the future or a new position, and which has no teacher on leave of absence or layoff status with the claim to the position.
- B. Since the frequent transfer of teachers from one school and/or grade level to another is disruptive to the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized.

ARTICLE VI

LEAVE OF ABSENCE: EXTENDED PERIODS, ASSOCIATION PURPOSES,

JURY DUTY, COURT APPEARANCES, PUBLIC OFFICE, AND SPECIAL PURPOSES

A. Extended Personal Illness, Child Care or Disability Leaves

1. If the leave is of a duration of twelve (12) weeks or less, the teacher shall so notify the Assistant Superintendent of Human Resources and will be returned to the same position upon return from leave.
2. A teacher returning from a leave of more than twelve (12) calendar weeks, but less than one year, shall return from such leave at the start of a quarter and shall be returned to the first available position for which he/she is qualified. Notice of intent to return must be submitted, in writing, no later than April 30 for the fall quarter and December 1 for the spring quarter.
3. In the event of a miscarriage or death of the child, such leave may be terminated and the teacher shall be returned to their original position or the first available position for which the teacher is qualified, depending on the timeline involved.

B. Association Leave

Upon return from such leave, the teacher shall be assigned to his/her former position or equivalent position if either is available, provided always that the teacher is able to perform the duties required by the position and provided the teacher gives notice no later than April 30 of intent to return the following school year.

C. Public Office

Upon return from such leave, the teacher shall be assigned to his/her former position or equivalent position if either is available and provided always that the teacher is able to perform the duties required by the position, provided the teacher gives notice on intent to return the following school year no later than April 30.

ARTICLE VII

TEACHER EVALUATIONS

A. Monitoring and Observations

All monitoring and observing of the work of a teacher shall be conducted openly and with knowledge of the teacher. Closed circuit television, public address, audio systems and/or similar surveillance devices shall not be used for such purposes.

B. Just Cause

No teacher shall be disciplined or reprimanded without just cause. Any such action shall be subject to the grievance procedure hereinafter set forth, provided that cases within the jurisdiction of the State Tenure Commission shall not be subject to

arbitration nor those cases involving the Board's decision not to rehire a probationary employee.

C. Probationary Teacher Evaluation Timelines

First year probationary teachers shall be observed for the purpose of evaluation at least four (4) times during the school year. The first of these observations shall take place between September 15 and October 31. The second observation shall take place between November 1 and December 15. A third shall take place between January 1 and January 31. A fourth shall take place between February 1 and March 15.

Second, third and fourth year probationary teachers shall be observed at least two (2) times during the school year, provided their evaluation the previous year was satisfactory. There shall be at least sixty (60) calendar days between the first and last observation. Second, third and fourth year probationary teachers who received one (1) or more unsatisfactory (u) rating(s) the previous year shall be evaluated using the schedule for first year probationary teachers.

Two (2) of the four (4) or one (1) of the two (2) observation times shall be at a time mutually agreed upon by the teacher and the principal. All observations shall be reduced to writing and a copy given to the teacher within fifteen (15) work days of the observation. These reports shall describe any deficiencies and shall include recommendations for improvements.

After all observations are completed, and before March 15, the principal shall make a final written evaluation of the teacher's work and shall confer with the teacher concerning this evaluation. The teacher shall acknowledge receipt of the evaluation by signing the original copy. A duplicate copy shall be furnished to the teacher at the time of the evaluation.

D. Tenure Teacher Evaluation Timelines

Each tenure teacher shall be evaluated once every three (3) years unless he/she received one (1) or more unsatisfactory (u) ratings on his/her previous evaluation. It is an administrative option to implement the I.D.P. for tenured teachers who have received one (1) or more "Needs Improvement" rating. It is further agreed that:

1. The Human Resources Office will determine the initial rotation cycle for evaluation of teachers in their building.
2. A probationary teacher moving to tenure status shall be evaluated their first year on tenure.
3. A teacher who received tenure in Forest Hills and returns from a year's leave of absence or is rehired to work in the district, will be evaluated their first year back.
4. A tenure teacher who transfers to a new teaching assignment shall not be

evaluated during the first year of the new assignment except as stipulated in F.2 and F.9.

5. During the year that a tenured teacher is evaluated, he/she shall have at least two (2) formal classroom observations of no less than twenty (20) consecutive minutes and at least sixty (60) calendar days between the two (2) classroom observations. The final observation shall be conducted no later than May 15 of the year of the evaluation. Each formal observation shall be summarized in writing on the observation worksheet with a copy signed by the teacher and administrator within fifteen (15) work days of the observation; the teacher shall receive a copy of the completed observation worksheet.
6. If the evaluation process (final evaluation and conference between the administrator and the teacher) is not completed by May 15, the administrator shall notify the teacher and the Assistant Superintendent of Human Resources, in writing, concerning the reason for the late evaluation and the anticipated completion date.
7. During the two (2) years that a tenure teacher is not scheduled for evaluation, he/she is encouraged to participate in professional development activities designed to improve instruction. Administrators may continue to make classroom visitations and provide informal verbal and/or written feedback.
8. A formal evaluation of a teacher who is retiring during or at the end of the school year when evaluation is scheduled is optional and may be set aside by mutual agreement between the administrator and teacher.
9. The Board shall at all times retain its right and responsibility to intervene for just cause if a problem arises during the year and develop an IDP.
10. During the "Pilot System" of teacher evaluations, there may be a necessity for changes which will be mutually addressed and agreed upon by both parties as issues occur.

E. **Process for Disagreeing with Evaluation**

Each written evaluation of a teacher shall be followed by a personal conference between the teacher and his/her evaluator for purposes of clarifying the written evaluation report. If the teacher disagrees with an evaluation, he/she may submit written response which shall be attached to the file copy of the evaluation in question. In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

1. Within fifteen (15) work days, thereafter, the teacher may file with the Superintendent a response to the evaluation statement with a copy to the principal involved. Before making his/her recommendation to the Board with respect to such teacher, the Superintendent may arrange a conference with the teacher.
- b. It is agreed that the content of an evaluation may not be grieved. However, violations of the agreed upon evaluation procedure, timelines and/or process may be grieved and the relief sought may include changes in and/or the exclusion of the evaluation content.

ARTICLE VIII

JOINT COUNCILS/COMMITTEES

A. Teacher Evaluation Committee

1. It is understood that evaluation criteria and procedures under Article XIII will be established in the following manner.
2. An evaluation committee composed of at least five (5) K-12 representatives, including a representative for specials and Student Services, selected by the FHEA president and an equivalent or less number of administrative representatives selected by the Superintendent or his designee, will be charged to reach mutual agreement upon evaluation criteria and procedures to be used in connection with evaluation. The evaluation plan as agreed upon by the committee will be submitted to the Superintendent for presentation to the Board for its action. No teacher shall be evaluated in a class that he/she is not qualified to teach.
3. All forms, guides and procedures as agreed to by the Teacher Evaluation Committee are herein incorporated and shall be made available on the District Office Staff Portal and/or shall be presented to the individual teacher by September 15. The evaluation tools used by Special Services staff shall reflect the unique nature of their assignment. It shall be the administrator's responsibility to document the teacher's receipt of same.

ARTICLE IX

A. Good Faith Bargaining/Problem-Solving

1. Neither party may require the other to engage in this process or impose resolution upon the other.

ARTICLE X

GENERAL CONDITIONS OF ADDITIONAL EMPLOYMENT

A. Parameters/Additional Employment

1. Employment shall be posted and limited to current Association members except in those situations where:
 - a. There exists no certified Association applicant.
 - b. The applicant's current job assignment evaluation is less than satisfactory.
 - c. The applicant's previous supplemental employment has been deemed to be unsatisfactory.