

# MASTER AGREEMENT

Between

**FOREST HILLS PUBLIC SCHOOLS  
BOARD OF EDUCATION**

And

**FOREST HILLS MEA-NEA DISTRICT ASSOCIATION**

**2001-02**

**2002-03**

**2003-04**

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**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 22nd day of August, 2001 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: March 19, 2001

**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.

**ARTICLE II**  
**ASSOCIATION MEMBERSHIP**

A. **Agency Shop**

All teachers covered by this Agreement shall, as a condition of employment, be required to pay Association dues or a service fee as permitted by law (prior year) to the Association.

B. **Service Fee**

Any service fee made under this section shall be set at the amount of an employee's fair share of costs attributable to negotiating and administering the terms of this Agreement, pursuant to the Association's "policy regarding objections to political-ideological expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members and may be paid to the Association. In the event that the employee shall not pay such service fee directly to the Association, or authorize payroll deduction, the employer, shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the employee's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts.

### ARTICLE III

#### TEACHER CONTRACTS

- A. Notices of Intent of Teacher 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.
- B. 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.
- C. 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 IV

#### PROFESSIONAL PRIVILEGES

- A. Professional Privileges  
Pursuant to Act 379 of the Public Acts of 1965, 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. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it 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 in the Association, his/her 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 of 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 make reasonable use of telephone facilities.
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, audio-visual equipment, 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**

All teachers will receive one (1) school building and/or district committee assignment before any one (1) teacher receives a second assignment unless he/she has volunteered to do so. 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.

**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 county allocation board budgets, 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 XIII, Section B.
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 discipline or 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.

1. 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.
2. 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.

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, handicap, marital status, or membership in or association with activities of any legitimate employee organization.

J. 7-8 Middle School Preparation

No teacher in the 7-8 middle school will have more than three (3) subject preparations at any one time, unless on a voluntary basis.

## ARTICLE V

### 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 to maintain proper classroom order and agrees to do so.

**B. Responsibility for Handicapped Students**

In the event a teacher has grounds to believe a student is suspected of being handicapped, the teacher may refer the student to the principal who shall begin the Student Assistance process and if necessary seek the required consent of the parents to have the student evaluated. Upon receipt of the necessary consent, there shall be a comprehensive evaluation by the appropriate qualified specialists for the use of the Individualized Educational Planning Committee. Any recommendations made by the Multi-Disciplinary Evaluation Team (MET) to the Individualized Educational Planning Committee regarding the student shall be submitted to the Superintendent or his/her designee, for his/her consideration.

**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, handicapped children are educated with children who are not handicapped and that special classes, separate schooling or other removal of handicapped children from the regular education environment occurs only when the nature and severity of the handicap is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily." (Rule 121a.550, Part B - Public Law 94-142)
- b. Medically fragile students are those who are chronically ill and/or medical - 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 handicapped 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 handicapped 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 handicapped student's placement will affect teachers when determining the handicapped student's placement.
- b. The District shall insure that appropriate regular education staff are 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. As an alternative to the process established by State law and the KISD implementation plan, staff who disagree with any provisions agreed upon by the IEPC Committee may file a written appeal to the District LRE Committee composed of two (2) teachers appointed by the FHEA President and two (2) administrators appointed by the Superintendent. The committee shall meet and process the appeal in a timely manner and, by majority vote, make appropriate recommendations to the Superintendent for his/her consideration. The Superintendent may request further discussion with any or all parties involved before responding to the recommendations of the LRE committee.
- f. 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.

An "emergency situation" shall not include ongoing or regularly reoccurring situations related to providing for the medical needs of students.

**D. 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 that are included as part of a teacher's permanent record shall include the name(s) of the people filing the complaint.



3. Nothing will be used as a basis for discipline or adverse evaluation against a teacher that has not been made a part of the teacher's file with the teacher's knowledge.
  - 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 as a basis for discipline or adverse evaluation.
  - b) It is agreed that the teacher's signature does not constitute agreement as to the content of the document.
  - 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.
4. All letters of commendation shall be shared with the teacher.

E. Assault 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.

F. 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 E of this Article shall not be charged against the teacher.

## ARTICLE VI

### LAYOFF PROCEDURES

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. Number of Lay Offs

No more teachers than necessary shall be laid off.

**B. Teacher Qualifications**

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. Probationary Teachers**

Probationary teachers shall be laid off first. In the event that a position can only be filled by a given probationary teacher, and there is no other teacher within the District having the appropriate certification for the position, that probationary teacher will not be laid off.

**D. Layoff Based on Seniority**

If the reduction of teaching personnel is still necessary, then teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made on the basis that those with the least seniority are to be laid off first. Seniority is defined to mean the amount of time an individual is continuously employed as a teacher within the school district. Any leave of absence shall not break continuous employment, but seniority shall not accumulate during a period of 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 Personnel 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 Personnel immediately. The Office of the Assistant Superintendent of Personnel 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 Personnel office immediately of any changes in certification.

**E. Salary Schedule Credit**

No teacher shall be granted experience on the salary schedule except for military experience, sabbatical leave as defined in Article XII, Section F, and circumstances as set forth in Article XII, Section G.

**F. Bumping Process**

A teacher who is laid off pursuant to this Article has the right to be placed in a teaching position which is occupied by the teacher with the least seniority in the position for which the teacher laid off is qualified. For the purpose of this Article, "qualified" shall be defined in the following manner:

1. For placement in a kindergarten through fifth (5<sup>th</sup>) grade level position, a teacher is qualified if he/she has elementary certification including six (6) hours of reading. K-5 teachers are qualified for assignment to grades 6-8 in subject areas as per the State of Michigan certification requirements.
2. For placement in a secondary teaching position (7-12), a teacher is qualified if he/she has State of Michigan approved qualifications to teach the specific course(s) for which he/she is attempting to be assigned.
3. 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 completion of academic training with an approved teacher preparation program to the Assistant Superintendent of Personnel. Failure to comply with the provisions set forth in this Section shall result in continued layoff.
4. All teachers must also meet the qualifications of the job description which are reviewed by the Association and adopted by the Board. It is further agreed that any teacher holding a position as of July 19, 1983, whose training does not comply with the above descriptions would be "grandfathered" to the extent allowed by State Certification Code.

G. Drawing Lots

In the event that "qualified seniority and certification requirement as specified by the State of Michigan" 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.

H. 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 four (4) 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.

I. Recall

Recall of teachers shall be on the basis of most seniority first, provided the teacher is qualified, as defined in this Article, for the position to which he/she is being recalled.

J. Notification and Acknowledgment of Recall

A teacher who has been laid off and at a later date is offered re-employment under the provisions of this Article but does not acknowledge acceptance of the position within fifteen (15) days of written notification by registered mail to his/her last known address, shall lose his/her employment right in the Forest Hills Public Schools.

ARTICLE VII

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. Pupil/Teacher Ratio

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. Whenever an elementary teacher's class size is greater than the grade level average in the building, or the class size for kindergarten-2 level, or 3-4 level, or 5-6 level, as described below, the teacher with or without his/her chosen representative may request relief and may invoke the following procedure:
  - a. When a K-4 elementary classroom exceeds twenty-five (25) in K-2 level, or twenty-seven (27) in 3-4 and 5-6 level, or twenty-three (23) in a split K-3, or twenty-five (25) in a split 3-4 and 5-6, or an individual teacher feels that his/her individual classroom needs relief, the building principal will initiate an appraisal with the staff of the class loads in all classrooms of that building. That appraisal shall be made prior to the eighth (8<sup>th</sup>) school day of the first semester and the first Friday of the second semester.
  - b. If it is recommended in writing to or by the principal that relief is needed, then the building principal shall forward such recommendation to the Assistant Superintendent of Personnel. This recommendation may suggest the assignment of an instructional aide or the reassignment of students.
  - c. If the process of resolving the matter is not initiated by the principal, within five (5) work days, or if relief is not given within fifteen (15) work days, the teacher or teachers affected, and/or the principal, and/or the Assistant Superintendent of Personnel, shall request a hearing with the Superintendent of

Schools. This hearing will be held within the next five (5) work days unless unforeseen circumstances arise that require the Superintendent of Schools to be out of the District during this time.

- d. The results of the hearing shall be implemented within ten (10) work days.
- e. If an instructional aide is employed to alleviate a class size problem, the enrollment in that class shall not exceed thirty (30) pupils until all grade level classes in the building reach thirty (30) students. In the case of a split level class, the enrollment of that class shall not exceed twenty-eight (28) pupils until all other grade level classes in that building reach thirty (30) students. Any students assigned beyond the twenty-eight (28) or thirty (30) shall be balanced equally.

2. To resolve problems in class size in all other classrooms except elementary classrooms, scheduling will reflect an even balance of total class loads for all teachers within departments, as well as balancing class sizes evenly during the same hour. Whenever a teacher recognizes that the needs and/or safety concerns of his/her students are not being adequately met because of class load, the teacher may invoke the following procedure:

- a. When a 5-6, or 7-8 middle school or 9-12 high school teacher's class size exceeds the numbers listed below or concerns of safety exist, the teacher, with or without his/her representative, shall communicate with his/her principal the relief sought and attempt to resolve the matter.

**Category I: 5-6 School Classes**

• Physical Education	35
• Academic, Including Health	27
• *Band	27
• *Choir	43
• *Orchestra	27
• Home Economics	27
• Computer	27
• Foreign Language	27

**Category II: 7-8 Middle School Classes**

• Physical Education	40
• Academic, including Health	27
• *Band	70

**Category II: 7-8 Middle School Classes (continued)**

• *Choir	50
• *Orchestra	40
• Home Economics	27
• Computer	27
• Foreign Language	27

**Category III: 9-12 High School Classes**

• English	25
• Social Studies, General Education, Science, Mathematics, and Health	30
• Business/Computer Application and Co-Op	25
• Industrial Arts and Vocational Shops	20
• Home Economics	20
• Physical Education	40
• Art and Drafting	27
• Chemistry and Physics	27
• Foreign Language	25
• *Band	70
• *Choir	65
• *Orchestra	45

\*Class size limits may vary if room space is not available to accommodate the number of students listed.

- b. If it is recommended in writing to or by the principal that relief is needed, then the building principal shall forward such recommendation to the Assistant Superintendent of Personnel. This recommendation may suggest either no relief, the assignment of an instructional aide, the reassignment of students, or the scheduling of an overload aide.
- c. If the process of resolving the matter is not initiated by the building principal within five (5) work days, or if relief is not given within fifteen (15) work days, the teacher or teachers affected and/or the principal, and/or the Assistant Superintendent of Personnel, shall request a hearing with the Superintendent of Schools. This hearing will be held within the next five (5) work days unless unforeseen circumstances arise that require the Superintendent of Schools to be out of the District during this time.
- d. The result of the hearing shall be implemented within ten (10) work days.

3. 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:

- a. Whenever a Student Services staff member or special education teacher believes his/her assignment exceeds the KISD guidelines set forth below, he/she, with or without 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.

Category IV:      **Student Services Staff**

Mandated Special Education Services:

- |   |   |
|---|---|
| • Speech Therapist and Special Education Teachers | Caseload as restricted by Law/KISD Guidelines |
| • Psychologist                                    | 1:2228  |
| • Social Worker                                   | 1:1596  |

Category V:      **Guidance Counselors**

- 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.
  - The Board will strive for a student/counselor ratio 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 a .5 guidance counselor at each K-4 elementary school.
- b. 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.
- c. Written requests of concern shall be forwarded by the Director of Student Services and/or building principal to the Assistant Superintendent of Personnel 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.

- d. 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 Personnel 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.

4. Placement of Severely Handicapped Students in Regular Education Classroom

Regular education classrooms attended by severely handicapped 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 VII, Section A. In the event that it is necessary to place several severely handicapped 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.

5. 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.



## ARTICLE VIII

### TELECOMMUNICATION

The use of a two way interactive electronic networking system may be utilized as an alternative instructional delivery system subject to the following conditions:

A. Definition

1. "Telecommunication" or "Telecommunication Classes" shall be defined as the teaching of students via a two (2) way interactive television system.
2. "Originating Site" shall be defined as the location where the teacher responsible for the telecommunication class is located.
3. "Remote Site" shall be defined as the location(s) where class instruction is being received via television.

B. Responsibilities of the Originating Site and Remote Site(s)

1. The originating site teacher shall be responsible for course content, material selection, instruction, testing, evaluation and grading of students at the originating site and all remote site locations.
2. Behavior or discipline and supervision of students at remote sites shall be the responsibility of the remote site building administrator(s). If teachers are assigned classroom supervision at a remote site, such assignment shall be in lieu of a classroom or other supervisory assignment.

No teacher will be regularly assigned to supervise remote site students during the teacher's preparation period or during the time he/she is performing his/her assigned duties.

C. Working Conditions

1. Class Size: Total class size, with or without an instructional assistant, inclusive of students at the originating site and remote site(s) shall not exceed the maximum numbers set forth in Article VII of the Master Agreement. The Board and Association further agree that class size may be further reduced if it is mutually determined and agreed that the current contractual limit exceeds the telecommunication system ability to allow for full two-way interactive participation.

2. Class Preparation:
  - a) Teachers of a telecommunication class shall have no more than three (3) different class preparations during the school day except as mutually agreed upon by the teacher and Association.
  - b) Teachers shall be compensated for the additional time and training required to adjust their teaching methods. Said supplemental pay shall be at the rate of 3% of BA, Step one (1) per class, per semester.
3. Equipment: It will not be the responsibility of the classroom teacher to repair and maintain the telecommunication equipment. Teachers will be trained to focus and make minor adjustment to said equipment.
4. Teacher Evaluation: All evaluations or observations, for the purpose of evaluation, shall require the physical presence of the evaluator at the originating site. The originating site administrator shall have the responsibility for the evaluation.
5. Vacancies: Telecommunication teaching positions shall be posted in accordance with the Master Agreement and filled on a voluntary basis.

D. Job Security

No teacher shall be laid off or have hours worked reduced as a direct result of the implementation and use of telecommunications.

E. Broadcast and Rebroadcast Conditions

1. A telecommunications class may be televised for demonstration purposes with the knowledge and consent of the presenting teachers.
2. Videotapes of a telecommunications class may be used for make-up for all students currently enrolled in said class. Videotapes may be used for other purposes with prior knowledge and consent of the teacher. Teachers may use said tapes with prior knowledge and consent of the Board or designee.
3. Videotapes of telecommunication classes are the property of the Board. No syndication or sale of this material may be made without the expressed release of the creator and the Board as per Article XX, Section J of this Agreement.
4. This agreement is specifically limited to the Forest Hills School District. There shall be no broadcast, rebroadcast or interactive networking with any other school district or institution of higher learning.

F. Problem Solving Efforts

The parties agree to meet promptly at the request of either.

**ARTICLE IX**

**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.

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.
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. No teacher shall be required to be in attendance at his/her school more than forty-five (45) minutes before or beyond the scheduled teacher work day.
5. Special arrangements to arrive late or leave early may be made with the building principal.
6. On Fridays and the day preceding school vacation, all teachers may leave when school buses have vacated the school premises.

B. 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.

4. Teachers will have a limit of one and one-half (1.5) duties per week averaged on an annual basis.
5. 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. This duty will not be considered part of the one and one-half (1.5) duty assignments per week.
6. 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.

C. K-4 Elementary Curriculum Changes/Elementary Day Committee

1. There shall be no expansion of or additions to the current K-4 elementary curriculum without an equivalent and corresponding reduction.
2. A committee composed of six (6) elementary teachers selected by the FHEA president and six (6) administrators selected by the Superintendent will be charged to review implementation. As elementary curriculum changes are suggested, this committee will discuss such changes and make recommendations to the Assistant Superintendent and the Chief Negotiator for the FHEA as to their implementation.
3. The parties agree that other issues deemed mutually appropriate may be referred to the Elementary Day Committee for their consideration and recommendations.

D. Duty Free Lunch Period

The K-4 elementary 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 \$17.75\* per teaching period\*\* or part thereof. No teacher will be asked 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 office of the Assistant Superintendent of Personnel.

\*2002-03 - \$18.25  
 \*2003-04 - To be Negotiated

\*\*K-6 = 50 Minutes

\*\*7-8 = 47 Minutes

\*\*9-12 = 55 Minutes

F. K-4 Planning and Conference Periods

The time schedule for art, music, physical education and Spanish classes for K-4 elementary students shall be used for planning and conference periods by the classroom teachers. Art, music, physical education and Spanish teachers shall have planning and conference periods equal to the classroom teachers. Classroom teachers will accompany students to art, music, physical education and Spanish classes.

In the event that art, music, physical education and Spanish 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 relocate between buildings shall not be scheduled to do so during lunch or conference periods except on a voluntary basis. Assignments for staff who travel between buildings shall be made in a manner which provides greatest privilege and/or the right of first refusal to those teachers having the greatest seniority.

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 VI, Section D, 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. Part-time staff shall attend, without additional compensation, professional development and other meetings that occur surrounding the start of the teacher work year.
- b. 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.

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 Personnel, 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.

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 Personnel 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 Personnel. The decision to grant or deny a job share request shall be final and not subject to the grievance process.

2. Restrictions and Waivers

- a. No job share will be permitted if the proposal adversely affects the seniority, layoff or recall rights of another Association member, inclusive of those on layoff.  
Exception: Said rights may be waived, in writing, by the affected member(s) and Association.
- b. Full-time 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.

J. Open House/Curriculum Night(s)

1. Via the individual building site-based decision process, a plan consistent with the guidelines set forth in Appendix 9 shall be submitted to the Assistant Superintendent of Personnel 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 half-day of teacher classroom preparation time (Article IX, Section K. below).
3. 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.

K. 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 two (2) days prior to the beginning of classes or to remain more than two (2) days after the end of classes except as authorized through the District Calendar Committee. One-half (.5) day of the two (2) days designated as teacher work days prior to the beginning of classes, will be reserved for classroom preparation. A total of two (2) days or four (4) half days shall be scheduled for the purpose of teacher record marking. The regular school year will not exceed 187 work days. The number of work days/instruction days 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.

L. Compensatory Time ("Comp Time")

1. Parent-Teacher Conferences:

The parties agree that the following parameters shall apply:

- a. The maximum number of parent-teacher conferences to be scheduled per semester, is three (3) sessions with no more than two (2) evening conferences in a given week which has no scheduled compensatory day(s) or in-service afternoon(s).
- b. Evening conferences shall include all time after the normal work day and shall not be longer than two and one-half (2 ½) hours.
- c. Using the established building site-based decision-making process, individual buildings have flexibility of scheduling parent-teacher conferences within the parameters set forth herein.
- d. 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.
- e. "Comp time" shall be one-half (1/2) day per evening conference session and shall be scheduled by mutual agreement of the parties via the Calendar Committee.
- f. 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.
- g. 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.

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 Personnel, 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.



M. 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 six-sevenths (6/7) of the weekly instructional time with one-seventh (1/7) 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.

N. 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 his/her regularly scheduled time if conditions are such that he/she 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.
6. Refer to Appendix 8: Half Day Responsibilities

O. 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

## ARTICLE X

### VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever a teacher is interested in being considered for assignment to any professional position in the district, he/she may file written notice of his/her interest to the Assistant Superintendent of Personnel. 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, apply for and shall be granted an interview before such vacancy is filled.
  2. Any teacher requesting transfer between administrative units shall notify the Assistant Superintendent of Personnel by April 30 for transfer in the subsequent year. 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.
- C. 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.

## ARTICLE XI

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

A. Personal Illness 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 days worked.

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

The teacher must 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. Federal law mandates that employees are offered FMLA after three (3) consecutive days of absence. FMLA can be used for the care of child, son, daughter, spouse, parent, brother, sister, mother-in-law, father-in-law, stepchild, adoption or foster child for a serious health condition or the serious health condition of the teacher.

C. Medical Situations

Personal illness or disability leaves shall also include medical situation where the employee's attendance is necessary and/or the situation cannot be handled at any time other than during a school day.

D. 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.

E. Immediate Family Funeral

Three (3) days of personal illness or disability leave may be taken, upon notification, for a death in the immediate family. The immediate family shall be the teacher's father, mother, spouse, children, brothers, sisters, spouse's father or mother. In the event of the death of a grandparent, if the distance to attend the funeral is so great that the teacher cannot make the trip and return the same day, the teacher will be allowed up to a maximum of three (3) days of leave.

F. Arrangements for Additional Leave

Arrangements for additional personal illness or disability leave because of death, as described in Section E may be made with the Assistant Superintendent of Personnel.

G. FMLA: Serious Illness/Medical Certification

Requests for paid 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.

H. 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.

I. 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 Compensation Act, staff may request deductions on a pro-rata basis from his/her sick leave accumulation to insure 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.

J. Personal Leave

Each teacher shall be granted three (3) personal leave days per year. Requests for such absence must be made on the approved form and be submitted to 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 the Assistant Superintendent of Personnel for approval.

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 staff, on a district-wide basis, may be granted personal leave on a 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 except as provided under Article XXV.

- 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 may designate at its option via the Calendar Committee, days before or after, but not both, the February Mid-Winter break for professional development. These days shall not be used for personal leave except as set forth in Section 3.e.
  - b. Each building or supervisory unit shall be allotted a minimum of two (2) staff and a maximum of 10% of staff to be absent during the above specified periods. Part-time staff shall be counted in the building where they have the majority of their teaching assignment, and staff working half-time in two (2) buildings shall be counted in the buildings with the least number of staff.
  - c. Each building or supervisory unit shall reach an agreement with their supervisor and submit same to the Assistant Superintendent of Personnel for approval by September 30 of each year.
  - d. The approved selection process must be completed by October 31 of each year.
  - e. Unforeseen situations which may arise after the selection process has occurred shall be processed through and approved by the Assistant Superintendent of Personnel. Said requests which arise outside the above approved process which are deemed to be recreational in nature or made in lieu of vacation days (Article XI, Section M) may be denied.

K. 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 Personnel who shall grant requests provided that:

1. All personal leave has been used.
2. The request is not recreational or made in lieu of vacation leave (Article XI, Section M).

3. Satisfactory prior arrangements, inclusive of appropriate lesson plans, have been made with the principal.
4. Leave days granted shall result in a salary deduction at the prevailing rate of pay for a substitute teacher.
5. Unforeseen circumstances may result in a waiver of the five (5) day notice provided that all other conditions apply.

L. Critical Care Leave

Teachers may make written request to the Assistant Superintendent of Personnel 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.

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, grade level 9-12, 7-8 and 5-6 teachers must notify his/her principal or designee by 6:00 a.m. Kindergarten through fourth grade teachers must give notice by 6:45 a.m., unless he/she becomes ill on school premises. 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 as provided in Article XIX, Section H.

## ARTICLE XII

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

A. Extended Personal Illness or Disability Leave

Any teacher whose personal illness or disability extends beyond the period compensated under Article XI may request and shall be granted a leave of absence without pay for up to one (1) year, subject to renewal at the will of the Board, under the following conditions:

1. If the leave is of a duration of twelve (12) weeks or less, the teacher shall so notify the Assistant Superintendent of Personnel and will be returned to the same position upon return from leave. It is further agreed that:
  - a. If the leave is less than three (3) weeks (a week equals five (5) work days or parts thereof) prior to the end of a quarter (semester), and the duration of the leave is greater than five (5) workdays, the teacher may be required to continue taking leave until the end of the quarter.
  - b. If the leave is less than five (5) weeks prior to the end of a quarter, is longer than two (2) weeks in duration and return to work would occur during the two (2) week period before the end of the quarter, the teacher may be required to continue taking leave until the end of the quarter.
  - c. If the leave is more than five (5) weeks prior to the end of the quarter, is at least three (3) weeks in duration and return to work could occur during the three (3) week period before the end of the quarter, the teacher may be required to continue taking leave until the end of the quarter.
2. A teacher returning from a leave of more than twelve (12) weeks shall return from such leave at the start of a quarter and shall be returned to the first open position available 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. During any unpaid leave exceeding twelve (12) weeks (sixty-one (61) work days or more) and not covered by Family Medical Leave Act of 1993, 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.
4. 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.



5. 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

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. 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.

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. 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.

E. Special Leave

A teacher, after seven (7) years of service in the Forest Hills School District, may request a special leave for a period of one (1) school year without pay. This leave must be approved by a committee composed of one (1) teacher appointed by the Board, one (1) Board member selected by the Association, and the building principal. Such leave, if approved, will run from the beginning of the next school year, and will be granted only if a teacher can be hired on a one (1) year basis to replace the teacher on leave.

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 two (2) teachers selected by the Association, two (2) selected by 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. Salary Schedule Credit

No teacher shall be granted experience on the salary schedule except for military experience, sabbatical leave as defined in Section F, and circumstances as set forth in Article X, Section C.

### ARTICLE XIII

#### **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. 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.

C. Right for Association Representation

A teacher shall at all times be entitled to request the presence of a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of school rules or delinquency in professional performance. When a teacher requests such representation, no action shall be taken with respect to the teacher until such representative of the Association is present. The teacher shall not postpone such conference more than two (2) work days to obtain Association representation. At no time will a teacher be reprimanded, warned or disciplined for any infraction of school rules or delinquency in professional performance in front of students, public or peers.

D. 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.

E. 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) 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.

F. 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. Administrators will determine the initial rotation cycle (approximately 33% per year) 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. The final observation shall be conducted no later than May 15 of the year of the evaluation.
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 Personnel, 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.

G. Written Formal Observation

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.

H. 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 answer which shall be attached to the file copy of the evaluation in question and/or submit any complaints through the grievance procedure. 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 an answer 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.
2. 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.

I. Evaluation Criteria and Procedures

It is understood that evaluation criteria and procedures used under this Article will be established in the following manner. An evaluation committee composed of eight (8) members, four (4) to be appointed by the Association and four (4) to be appointed by the administration, will 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 he/she is not qualified to teach.

All forms, guides and procedures as agreed to by the Evaluation Committee shall either become a part of this Master Agreement and included in the appendix or shall be presented to the individual teacher by September 15. The evaluation tools used by Special Services and counseling staff shall reflect the unique nature of their assignment. It shall be the administrator's responsibility to document the teacher's receipt of same.

J. Mentor Teacher

The Board and the Association realize that a new teacher may need help and orientation to be an effective teacher in Forest Hills. It is acceptable for a principal to 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 and it is specifically understood that mentor teachers are to be excluded from the formal evaluation process for the probationary teacher and shall not be asked or required to provide information related to same.

K. Exclusions of Formal Evaluation Process

Teachers who have ancillary assignments (content coordinator, team leader, department chairpersons, etc.) are to be excluded from the formal evaluation process of other teachers and they shall not be asked or be required to provide information related to same.

L. Student Academic Progress

Test results of academic progress of students shall not be used in the evaluation of the quality of a teacher's service or fitness for retention.

M. Evaluation Training for Administrators

All administrators involved in observations and evaluations will receive in-service training, established by the central office administration, and the techniques and criteria to be used.

## ARTICLE XIV

### **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.

Nothing contained herein shall be construed to prevent an individual teacher from presenting a grievance and having the grievance adjusted prior to Step One without intervention of the Association if the adjustment is consistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

### 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 Superintendent 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 Superintendent by the Association president or his/her alternate.
2. The Superintendent 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.

### 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 promptly selected 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.
- B. 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.
- C. 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 XV

### JOINT COUNCILS/COMMITTEES

- A. Representation on Committees  
All teachers will receive one (1) school building and/or district related committee assignment before any one (1) teacher receives a second assignment unless he/she has volunteered to do so. 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-4 Elementary Curriculum Changes/Elementary Day Committee
1. There shall be no expansion of or additions to the current K-4 curriculum without an equivalent and corresponding reduction.



2. A committee composed of six (6) elementary teachers selected by the FHEA president and six (6) administrators selected by the Superintendent or his designee will be charged to review implementation. As K-4 curriculum changes are suggested, this committee will discuss such changes and make recommendations to the Assistant Superintendent of Personnel and the chief negotiator for the FHEA as to the implementation.
  3. The parties agree that other issues deemed mutually appropriate may be referred to the Elementary Day Committee for consideration and recommendations.
- C. Teacher Evaluation Committee  
The teacher evaluation criteria and procedures will be established by a committee composed of eight (8) members. Four (4) members will be appointed by the Association and four (4) members will be appointed by the administration to jointly 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.
- All forms, guides and procedures as agreed to by the Teacher Evaluation Committee shall either become a part of this Master Agreement and included in the appendix 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.
- D. 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.
- E. Special Leave Committee  
A special leave must be approved by the Special Leave Committee composed of one (1) teacher appointed by the Board, and one (1) FHEA Board Member selected by the Association, and the building principal.
- F. Sabbatical Leave Committee  
The Sabbatical Leave Committee comprised of two (2) teachers selected by the Association, two (2) selected by the Board, and the Superintendent or his designee, will review the written proposal for a sabbatical leave and present their recommendation to the Superintendent.

G. Supplemental Contract Committee

A committee composed of three (3) administrators and three (3) teachers 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.

H. Least Restrictive Environment Committee

The LRE Committee shall be composed of two (2) teachers appointed by the FHEA president and two (2) administrators appointed by the Superintendent.

## ARTICLE XVI

### **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 hire all employees and, subject to the provisions of the law, to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause and to promote and transfer employees as long as all such actions conform with the Tenure Act and other applicable Acts and the terms of this Agreement.
3. 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.
4. 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 XVII**

**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 XIV and as may be specified below or elsewhere in this Agreement.

The parties agree to mutually 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. Neither party may require the other to engage in this process or impose resolution upon the other.
2. This process shall not supersede either party's right to seek relief by the established means provided elsewhere.
3. Unless otherwise negotiated, Letters of Agreement/Understanding shall be published and incorporated into the current Master Agreement and in successor Agreements.
4. 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 as provided in Article XXIV, 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.

## ARTICLE XVIII

### 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 XIX

### PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Article XXIV, 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.

## ARTICLE XX

### 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, creed, 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. Reporting Absences and Arranging Substitute Teachers  
The Board agrees at all times to maintain a list of available substitute teachers. Teachers shall be informed of a telephone number they may call to report unavailability for work. Except for circumstances where the teacher becomes ill during the school day, unavailability must be reported at the earliest possible time in order that a substitute may be found and in any event before 6:00 a.m. for high school and 7-8 school teachers and 6:45 a.m. for 5-6 and elementary school teachers on the day of absence. It shall be the responsibility of the administration to arrange for a substitute teacher. Teachers are responsible for planning instruction on the days when they are absent.
- C. 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.

D. 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.

E. 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-subsisting except to the extent permitted by law, but all other provisions or application hereof shall continue in full force and effect.

F. 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. Participation or non-participation shall not be used as a criterion for evaluations, discipline or discharge.
3. Teacher positions on the District K-12 Instructional Council, building decision making groups and all similar groups shall be filled by an election process conducted by the Association. In those cases where there are no candidates, the position shall be filled by mutual agreement of the building principal and building FHEA representative(s).
4. 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.
5. Upon written notice, the Board and Association reserve the right to unilaterally terminate their involvement in said process.

G. 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.

H. Student Teacher Placement

Student teacher placement shall be coordinated through the Personnel Office. 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.

I. 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.

## ARTICLE XXI

### EMPLOYEE BENEFITS

A. Employee Responsibilities

It shall be the responsibility of the employee to make signed application for all benefits to which he/she is entitled. The Board will not be responsible for retroactive premiums 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 September.

Changes in family status shall be reported by the employee, in writing, to the Personnel 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. Applicable State Law

The parties understand and agree that beginning with the 1995-96 school year, the Board may be required by applicable State law to bid health insurance in order to receive or maintain full foundation grant. In that event, the Board will bid the health insurance benefits as stated in the current Master Agreement, equal to or better than existing carrier and program, but the Board will not be obligated to provide such benefits via the carrier(s) stated in the current Master Agreement. However, the Board will bargain with the Association concerning the implementation of any change in carrier(s) as the result of such bid.

C. Benefits

1. Health/Medical Insurance

The Board will pay 100% toward MESSA Super Care I health and medical insurance, with Preventive Health Care Rider, during the life of this contract for the full-time equated teacher and dependents. Dependents shall be spouse and natural born or legally adopted children who qualify as dependents with the Internal Revenue Service. The annual deductible for health and medical coverage will be \$100 per person and \$200 per family for the duration of this contract. A prescription co-pay of \$5.00 for generic and \$10.00 for brand name medications will be the responsibility of the employee during the duration of this contract.

2. 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.

3. Dental Plan

The Board will pay 100% of the MESSA Delta Dental Plan A, with orthodontic rider. The policy will cover 80% for Class I, II and III benefits: The maximum annual paid benefit for Classes I, II and III shall be \$1,000 per person.

- Class I: Diagnostic and Preventive Services  
Emergency Palliative Treatment  
Radiographs
- Class II: Oral Surgery Services  
Endodontic Services  
Periodontic Services  
Relines and Repairs  
Restorative Services
- Class III: Prosthodontic Services
- Class IV: Orthodontic Services – Services, treatments and  
Procedures to correct malposed teeth to a maximum of \$1,300  
life time per person

4. Vision Insurance

The Board will pay 100% of the cost of vision care insurance. The coverage will be MESSA VSP-3.

5. 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.



6. Accumulated Sick Leave Value upon Termination of Employment

At the time of termination of employment, the Board will pay for fifty (50) sick leave days at the following rate based on accumulation of sick leave days:

\$35 for having accumulated 100-125 sick leave days  
\$40 for having accumulated 126-150 sick leave days  
\$50 for having accumulated 151-175 sick leave days  
\$60 for having accumulated 176-200 sick leave days  
\$70 for having accumulated 201-225 sick leave days  
\$100 for having accumulated 226+ sick leave days

7. Cash in Lieu of Health Benefits

In lieu of subscribing to the Board provided health insurance, a full-time teacher may select the cash option equal in dollar amount to the "single" subscriber premium rate for health insurance. Less than full-time employees may select a prorated cash option.

8. Tax Sheltered Annuity

a. Employees on Step 12 or higher, upon opening a TSA account with a Board approved vendor, shall receive a Board contribution as specified below. The TSA account shall be separate from accounts set up for elective payroll contributions to a TSA. Less than full-time equated teachers shall receive a prorated Board contribution.

2001-02	\$200.00
2002-03	\$400.00
2003-04	\$600.00

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.

9. Medical Reimbursement/Flexible Benefit Plan

There are certain health care expenses that an employee or his/her family may incur that are either partially covered or not covered at all under the health/medical insurance plan, the dental plan, or the vision plan. An employee may be reimbursed for these health care expenses under the Flexible Benefit Plan. The flexible spending accounts allow an employee to pay these qualifying expenses using "before tax" income rather than "after-tax" income.

a. This is accomplished by contributing benefit dollars, including pay reductions, into a Medical Reimbursement account. Qualified expenses will be reimbursed, tax free, from the account upon submittal.

- b. Teachers may elect to establish a contribution to a Medical Reimbursement Account (MRA) through their benefit election form. Upon election, the District will establish a separate MRA bookkeeping account in the teacher's name and contributions will be made each pay. Claims for reimbursement will be paid from the funds available in the teacher's account.
  - c. It is the teacher's responsibility to submit medical claims to the Forest Hills Benefit Office for processing of reimbursement.
  - d. According to IRS regulations, employee contributions to a MRA that are not used by the end of the plan year are forfeited. Funds that are forfeited cannot be reimbursed to employees.
10. Dependent Care Assistance Plan  
All employees covered by this Agreement will have the opportunity to establish a dependent care flexible spending account as part of the Forest Hills Public Schools Dependent Care Assistance Plan.
11. Long-Term Disability (LTD)  
The Board will pay the cost of long-term disability insurance at 66 2/3% of qualified teaching salary. 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.
12. Insurance Coverage Upon Leave/Termination  
In the event a teacher's employment is terminated or he/she goes on unpaid leave or resigned 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 187 work days actually worked by the teacher during the school year, pursuant to and applicable to provisions of the Family Medical Leave Act of 1993, and this Agreement.
13. Reimbursement for Certification Renewal  
Each employee holding a Provisional or Professional Education certificate will be reimbursed up to a cap of \$125.00 for certification renewal. It will be the responsibility of the employee to provide verification of application for renewal and submit proof of payment to the Assistant Superintendent of Personnel no later than June 30 (expiration year of certificate).

14. Tuition Reimbursement

Each employee, including those employed less than full-time, holding a teaching certificate or license between Steps 1-11 on the Master Agreement salary schedule, may qualify for tuition reimbursement as set forth below:

a. Qualifications

- 1) He/she is not eligible for tuition reimbursement from another source(s).
- 2) Each employee on leave of absence without pay for study purposes is not eligible for tuition reimbursement from another source(s).
- 3) Each employee on leave of absence with pay shall not qualify.
- 4) Course work may not interfere with the employee's regular assignment.
- 5) Any employee eligible to receive tuition reimbursement must return to Board employment prior to payment.

b. Course Approval

- 1) A request for reimbursement must be made in writing to the Assistant Superintendent of Personnel 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.
- 2) Such course(s) must be for college graduate credit or workshop equivalent in college graduate credit.
- 3) 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.
- 4) Approval or disapproval shall be submitted to the employee in writing from the office of the Assistant Superintendent of Personnel.

c. Tuition Reimbursement Rates

- 1) Courses taken at Michigan State University, Central Michigan University, Western Michigan University, or Grand Valley State University shall be reimbursed at the combined average tuition rate charged with a board reimbursement cap of \$300.00 annually (July 1 to June 30) in 2001-02, cap of \$500 in 2002-03, and a cap of \$600.00 in 2003-04.
- 2) Courses taken at other institutions shall be reimbursed at the tuition rate charged but shall not exceed the highest current rate of board reimbursement cap of \$300.00 annually in 2001-02, \$500.00 in 2002-03, and \$600.00 in 2003-04.
- 3) The maximum number of hours eligible for tuition reimbursement annually shall be six (6) credit hours with a board reimbursement cap of \$300.00 in 2001-02, \$500.00 in 2002-03, and \$600.00 in 2003-04.

d. Tuition Reimbursement Application Procedures

- 1) Pre-approval of the course(s) must be obtained.
- 2) The employee must satisfactorily complete the course(s) with a passing grade.
- 3) The employee must submit the tuition receipt or proof of payment to the Assistant Superintendent of Personnel for payment and authorization.
- 4) 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. Stop Smoking Reimbursement

The Board will pay 50% of the cost of any Board approved stop smoking program. Teachers who by their signature affirm that they have remained "smoke free" for one (1) year following the completion of said program shall be reimbursed the remaining 50% of program cost.

17. 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 XXII

**EARLY RETIREMENT INCENTIVE**

- A. Any teacher who applies for early retirement must meet the following conditions at the time of such application:
1. Be at the maximum of any column of the salary schedule, exclusive of longevity.
  2. Be employed at least ten (10) years in the Forest Hills Public Schools.
  3. Show evidence that application for benefits under the Michigan Public Employees Retirement System has been made.
  4. Notify the Superintendent no later than April 30 of intent to retire at the conclusion of the current school year or prior to January 1 of the following school year.
- B. The teacher shall be eligible to receive the following benefits which are intended to serve as a supplement to social security:
1. The Board shall pay the teacher \$3,000 thirty (30) days after the teacher's last work day and \$1,000 each year thereafter on the same date for the next ten (10) years including the teacher contracted year in which the teacher reaches age sixty-five (65). In no case will this sum be paid for more than ten (10) years, or be paid in any year after the year in which the teacher reaches sixty-five (65).
  2. The Board will provide a stipend of \$500 annually in lieu of continuation of fringe benefits as specified in the Master Agreement. This will be paid under the same time schedule and conditions as above.
  3. In accordance with current IRS regulations, monies paid shall be taxed in the year in which they are received.

## ARTICLE XXIII

### **SALARY SCHEDULE AND CONDITIONS**

- A. 2001-02 salary schedule - 187 days - 2.85% increase on base (see page 58)
- B. 2002-03 salary schedule - 187 days - 2.85% increase on base (see page 59)
- C. 2003-04 salary schedule - To Be Negotiated

D. Advancement on Salary Schedule of BA

Only those teachers with a bachelor's degree and a permanent certificate, continuing certificate, or a professional education certificate and five (5) years of teaching during the last five (5) years will progress past the fifth step on the bachelor degree schedule. A teacher who receives a professional education certificate during the year will have his/her salary adjusted according to the following conditions:

1. If said teacher has taught successfully in Forest Hills as specified by law and qualifies according to applicable State and District administrative guidelines, and has delivered a letter to the office of the Assistant Superintendent of Personnel, from an accredited Michigan college or university indicating that said teacher has completed all necessary academic requirements for a professional education certificate during the year, he/she will be placed on the appropriate step and salary.
2. If said teacher has performed all or a portion of the qualifying years of teaching experience outside of the District, yet qualifies under applicable law and/or administrative guidelines, he/she will be placed at the appropriate step and salary following the filing and submission of a professional education certificate in the office of the Assistant Superintendent of Personnel.
3. Three (3) CEU's will be equivalent to one (1) semester hour based on the formula that ten (10) contract hours equals one (1) CEU.

E. 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 Personnel 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 Personnel provided the delay in submission of the material is beyond the control of the employee.

- F. 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. Staff who receive prior written approval from their immediate supervisor and the Assistant Superintendent of Personnel, shall, upon completion of the agreed upon program, receive a \$500 stipend from the Board.
- G. MA + 15  
To qualify for placement on the MA+15 salary schedule, a teacher must have earned fifteen (15) semester hours beyond 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.
- H. MA + 30  
A teacher must have earned thirty (30) semester hours beyond 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.
- I. MA + 45  
A teacher must have earned forty-five (45) semester hours beyond 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.
- J. Prior Experience/Salary Schedule Credit  
Experience from outside systems may be credited at employing official's discretion with no limit.
- K. Credit on Salary Schedule Beyond Master's Degree  
Credit shall also be given on the salary schedule beyond 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 Personnel.
  2. Continuing education units (CEU) credit shall be given for salary schedule advancement if:
    - a. The workshop/class has been certified as meeting CEU criteria by the Kent Intermediate School District (KISD) or the Forest Hills Superintendent of Schools.

- b. A CEU certificate of completion is sent to the Personnel Office indicating the date, workshop, topic or class, the number of CEU credits and an authorized signature.
- c. The teacher's participation in the workshop/class for CEU credit will be during non-contract work hours.
- d. A staff member cannot receive both college credit (graduate or undergraduate) and CEU credit.

L. Military or Peace Corps Experience

Credit for military or Peace Corps experience shall be given on the salary schedule as follows:

- 1. One (1) year of credit for nine (9) months of consecutive service.
- 2. Two (2) years of credit for twenty-one (21) or more months of consecutive service.

In no instance shall more than two (2) years credit on the salary schedule be given.

M. Movement on Salary Schedule

A teacher will be moved from one position of the salary schedule to another only during the school year. All moves shall be handled by a written request from the teacher to the Assistant Superintendent of Personnel and be followed by an official transcript. The pay change will be effective the first Monday of the pay period following the receipt of letter to the Assistant Superintendent of Personnel. Due to procedural delays, the actual pay check reflecting the increase may not occur until the second pay date following the receipt of letter by the Assistant Superintendent of Personnel.

N. Longevity

A longevity increase shall be reflected in the index at the 16<sup>th</sup>, 21<sup>st</sup>, 26<sup>th</sup> and 28<sup>th</sup> steps for all qualified teachers in 2001-02 and 2002-03. A longevity increase shall be reflected in the index at the 16<sup>th</sup>, 20<sup>th</sup>, 24<sup>th</sup> and 28<sup>th</sup> steps for all qualified teachers in 2003-04. 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. No one will be placed on longevity pay or advanced onto the next longevity step unless he/she has earned twenty (20) semester hours or thirty (30) term hours of credit since receiving a Bachelor's degree.



O. 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.

P. Extra Assignment/Compensation

If a teacher accepts an additional teaching period, the extra compensation shall be calculated as follows:

6 period day - 1/5 additional contract sum

7 period day - 1/6 additional contract sum

ARTICLE XXIII - SALARY SCHEDULES AND CONDITIONS  
 Section A - 2001-02 Salary Schedule - 2.85% Increase on Base

Step	BA (A)		MA (B)		MA+15 (C)		MA+30 (D)		MA+45 (E)	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1	1.00	\$33,489	1.10	\$36,838	1.15	\$38,512	1.20	\$40,187	1.25	\$41,861
2	1.05	\$35,163	1.15	\$38,512	1.20	\$40,187	1.25	\$41,861	1.30	\$43,536
3	1.10	\$36,838	1.22	\$40,857	1.25	\$41,861	1.30	\$43,536	1.35	\$45,210
4	1.15	\$38,512	1.26	\$42,196	1.31	\$43,871	1.36	\$45,545	1.41	\$47,219
5	1.22	\$40,857	1.32	\$44,205	1.37	\$45,880	1.42	\$47,554	1.47	\$49,229
6	1.28	\$42,866	1.39	\$46,550	1.44	\$48,224	1.49	\$49,899	1.54	\$51,573
7	1.34	\$44,875	1.46	\$48,894	1.51	\$50,568	1.56	\$52,243	1.61	\$53,917
8	1.39	\$46,550	1.53	\$51,238	1.58	\$52,912	1.63	\$54,587	1.68	\$56,262
9	1.44	\$48,224	1.61	\$53,917	1.66	\$55,591	1.71	\$57,266	1.76	\$58,941
10	1.49	\$49,899	1.67	\$55,927	1.72	\$57,601	1.77	\$59,276	1.82	\$60,950
11	1.55	\$51,908	1.74	\$58,271	1.79	\$59,945	1.84	\$61,620	1.89	\$63,294
12			1.81	\$60,615	1.87	\$62,624	1.92	\$64,299	1.97	\$65,973
16	1.61	\$53,917	1.86	\$62,290	1.93	\$64,634	1.98	\$66,308	2.03	\$67,983
21	1.67	\$55,927	1.91	\$63,964	1.99	\$66,643	2.04	\$68,318	2.09	\$69,992
26	1.73	\$57,936	1.96	\$65,638	2.05	\$68,652	2.10	\$70,327	2.15	\$72,001
28	1.78	\$59,610	2.01	\$67,313	2.10	\$70,327	2.15	\$72,001	2.20	\$73,676

**ARTICLE XXIII -- SALARY SCHEDULES AND CONDITIONS**  
**Section B -- 2002-03 Salary Schedule -- 2.85% Increase on Base**

Step	BA (A)		MA (B)		MA+15 (C)		MA+30 (D)		MA+45 (E)	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1	1.00	\$34,443	1.10	\$37,887	1.15	\$39,609	1.20	\$41,331	1.25	\$43,054
2	1.05	\$36,165	1.15	\$39,609	1.20	\$41,331	1.25	\$43,054	1.30	\$44,776
3	1.10	\$37,887	1.22	\$42,020	1.25	\$43,054	1.30	\$44,776	1.35	\$46,498
4	1.15	\$39,609	1.26	\$43,398	1.31	\$45,120	1.36	\$46,842	1.41	\$48,565
5	1.22	\$42,020	1.32	\$45,465	1.37	\$47,187	1.42	\$48,909	1.47	\$50,631
6	1.28	\$44,087	1.39	\$47,876	1.44	\$49,598	1.49	\$51,320	1.54	\$53,042
7	1.34	\$46,154	1.46	\$50,187	1.51	\$52,009	1.56	\$53,731	1.61	\$55,453
8	1.39	\$47,876	1.53	\$52,698	1.58	\$54,420	1.63	\$56,142	1.68	\$57,864
9	1.44	\$49,598	1.61	\$55,453	1.66	\$57,175	1.71	\$58,898	1.76	\$60,620
10	1.49	\$51,320	1.67	\$57,520	1.72	\$59,242	1.77	\$60,964	1.82	\$62,686
11	1.55	\$53,387	1.74	\$59,931	1.79	\$61,653	1.84	\$63,375	1.89	\$65,097
12			1.81	\$62,342	1.87	\$64,408	1.92	\$66,131	1.97	\$67,853
16	1.61	\$55,453	1.86	\$64,064	1.93	\$66,475	1.98	\$68,197	2.03	\$69,919
21	1.67	\$57,520	1.91	\$65,786	1.99	\$68,542	2.04	\$70,264	2.09	\$71,986
26	1.73	\$59,586	1.96	\$67,508	2.05	\$70,608	2.10	\$72,330	2.15	\$74,052
28	1.78	\$61,309	2.01	\$69,230	2.10	\$72,330	2.15	\$74,052	2.20	\$75,775

/dlm

## ARTICLE XXIV

### SUPPLEMENTAL CONTRACT SCHEDULE AND CONDITIONS

A. Conditions for Issuance of Supplemental Contract

The following is a schedule based on beginning BA degree salaries 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

<u>ASSIGNMENT</u>	<u>(YEARS OF EXPERIENCE)</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Head Basketball	13.50%	14.375%	15.25%	17.00%	18.00%
Head Football	13.50%	14.375%	15.25%	17.00%	18.00%
Head Wrestling	13.00%	13.50%	14.00%	14.50%	15.50%
Head Hockey	13.00%	13.50%	14.00%	14.50%	15.00%
Head Swimming	13.00%	13.50%	14.00%	14.50%	15.00%
Head Volleyball	13.00%	13.50%	14.00%	14.50%	15.00%
Head Gymnastics	13.00%	13.50%	14.00%	14.50%	15.00%
Head Baseball	11.00%	11.50%	12.00%	12.50%	13.50%
Head Soccer	11.00%	11.50%	12.00%	12.50%	13.00%
Head Softball	11.00%	11.50%	12.00%	12.50%	13.00%
Head Track	11.00%	11.50%	12.00%	12.50%	13.00%
Head Water Polo	11.00%	11.50%	12.00%	12.50%	13.00%
Head Cross Country	8.00%	8.50%	9.00%	9.50%	11.00%
Head Golf	8.00%	8.50%	9.00%	9.50%	11.00%
Head Tennis	8.00%	8.50%	9.00%	9.50%	11.00%
Head Skiing	8.00%	8.50%	9.00%	9.50%	11.00%
Head Crew	8.00%	8.50%	9.00%	9.50%	11.00%
Head Lacrosse	8.00%	8.50%	9.00%	9.50%	11.00%
Assistant Basketball	9.50%	10.00%	10.50%	11.00%	11.50%
Assistant Football*	9.50%*	10.00%*	10.50%*	11.00%*	11.50%*
Assistant Wrestling	7.75%	8.25%	8.75%	9.25%	10.25%
Assistant Volleyball	7.75%	8.25%	8.75%	9.25%	10.25%
Assistant Track	7.75%	8.25%	8.75%	9.25%	10.25%
Assistant Swimming	7.75%	8.25%	8.75%	9.25%	9.75%
Assistant Baseball	6.75%	7.25%	7.75%	8.25%	9.75%
Assistant Softball	6.75%	7.25%	7.75%	8.25%	9.75%

<u>ASSIGNMENT</u>	<u>(YEARS OF EXPERIENCE)</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Assistant Soccer	6.00%	6.50%	7.00%	7.50%	8.50%
Assistant Golf	6.00%	6.50%	7.00%	7.50%	8.00%
Assistant Tennis	6.00%	6.50%	7.00%	7.50%	8.00%
Assistant Crew	6.00%	6.50%	7.00%	7.50%	8.00%
Assistant Lacrosse	6.00%	6.50%	7.00%	7.50%	8.00%
Assistant Cross Country	5.00%	5.50%	6.00%	6.50%	7.00%
Head Cheerleaders (Fall)	5.00%	5.50%	6.00%	6.50%	7.00%
Head Pom Pon (Fall)	5.00%	5.50%	6.00%	6.50%	7.00%
Head Cheerleaders (Winter)	5.50%	6.50%	7.00%	7.50%	8.00%
Head Pom Pon (Winter)	5.50%	6.50%	7.00%	7.50%	8.00%
Head Competitive Cheer	5.50%	6.50%	7.00%	7.50%	8.00%
Asst. Cheerleaders (Fall)	3.50%	4.00%	4.50%	5.00%	5.50%
Asst. Cheerleaders (Winter)	4.50%	5.00%	5.50%	6.00%	6.50%
Middle School Events Coordinator	14.00%	14.50%	15.00%	15.50%	16.00%
Middle School Basketball	4.50%	5.00%	5.50%	6.00%	7.00%
Middle School Volleyball	4.50%	5.00%	5.50%	6.00%	7.00%
Middle School Track	4.50%	5.00%	5.50%	6.00%	6.50%
Middle School Co-Ed Soccer	4.50%	5.00%	5.50%	6.00%	6.50%
Middle School Swim	4.50%	5.00%	5.50%	6.00%	6.50%
Middle School Assistant Swim	4.50%	5.00%	5.50%	6.00%	6.50%
Middle School Wrestling	4.50%	5.00%	5.50%	6.00%	6.50%
Special Olympics	2.50%	3.00%	3.50%	4.00%	4.50%

\*Assistant Football compensation will be recommended by the Head Coach based on assignment, including off-season supervision of conditioning activities. Recommendations will be approved by the Athletic Director and Assistant Superintendent of Personnel. The total compensation for Assistant Football positions will not exceed eight (8) positions per high school.

<u>ASSIGNMENT</u>	<u>(YEARS OF EXPERIENCE)</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
High School Band Director without Double Prep	10.50%	11.00%	11.50%	12.00%	12.50%
High School Orchestra Director	6.50%	7.00%	7.50%	8.00%	8.50%
High School Middle School Band Director	6.50%	7.00%	7.50%	8.00%	8.50%
Assistant Middle School Band Director**	5.25%	5.50%	5.75%	6.00%	6.25%
Middle School Orchestra Director	2.50%	3.00%	3.50%	4.00%	4.50%
Middle School Choir	2.50%	3.00%	3.50%	4.00%	4.50%
Debate Coach	5.50%	6.50%	7.00%	7.50%	8.00%
Forensics Coach	4.50%	5.00%	5.50%	6.00%	6.50%
Science Olympiad Coach (2)	4.50%	5.00%	5.50%	6.00%	6.50%
High School Musical Director	11.00%	11.50%	12.00%	12.50%	13.00%
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%

\*\*Assistant Band Directors responsible for preparation and practices for all performances.

C. Compensation Options for Contracted Seasonal Assignments

Teachers contracted for extra duty that is seasonable in character may receive pay for that assignment under one of the following options:

1. In a lump sum at the end of the assignment.
2. Spread over the duration of the assignment.
3. Separate check - December or June

D. Process for Validating Supplemental Contract

Supplemental contracts are invalid if not signed and returned fourteen (14) days after being received. This time may be extended by the discretion of the Assistant Superintendent of Personnel.

E. Extra Curricular Assignments

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

<u>Position</u>	<u>% of Base</u>
K-6 Student Council	1.50%
7-8 Student Council Advisor	3.50%
High School Student Council Advisor	4.50%
High School National Honor Society	
- 99 or less members	3.00%
- 100 or more members	4.00%
Freshman and Sophomore Class Sponsors	2.50%
Junior Class Sponsors (2)	3.75%
Senior Class Sponsors (1.5)	4.50%
Substance Abuse Prevention Advisor (Bldg. Level)	3.00%
Substance Abuse Prevention Coordinator (District)	7.50%
Odyssey of the Mind - Without Class (2)	4.50%
Federal Challenge	5.00%
High School Ski Club Advisor	.50%
7-8 Ski Club Advisor	
(2 if over 150 students)	3.00%
5-6 Ski Advisor	.50%
High School Yearbook Advisor - With Class	3.50%
High School Yearbook Advisor - Without Class	7.00%
7-8 School Yearbook Advisor - With Class	1.50%
7-8 School Yearbook Advisor - Without Class	3.00%
K-6 Yearbook Advisor	1.25%
High School Newspaper Advisor - With Class	2.50%
High School Newspaper Advisor - Without Class	5.00%
7-8 School Newspaper Advisor	1.50%
K-6 School Newspaper Advisor	1.00%
Band Camp	2.50%
Flag Corp	2.50%
Marching Band Assistant (over 100 students)	2.50%

K-6 Music Production (3 to 4 productions)	2.75%
5-6 Band Director (3 to 4 productions)	2.75%
5-6 Orchestra Director (3 to 4 productions)	2.75%
5-6 Choir Director (3 to 4 productions)	2.75%
7-8 Play Director	4.50%
7-8 Variety Show Director	4.50%
Junior Class Variety Show Director	2.75%
High School 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 Assistant Superintendent of Personnel.)

<u>Position</u>	<u>% of Base</u>
7-8 Play/Variety Show Support Staff (Maximum of six (6) positions per school to be divided up between the productions.)	2.75%
K-6 Teacher in Charge	3.00%
Auditorium Supervisor* (*Depending on job description)	9.00%*
Drivers Education Program Director	13.75%

F. Department Heads/Curriculum Chairs

Heads of departments will be paid the following:

1. High School Departments with less than eight (8) staff members	3.00%
2. High School Departments with eight (8) or more staff members	5.00%
3. 7-8 Department Chairs (5 per building)	4.00%
4. 7-8 Team Leaders	6.00%
5. 5-6 Curriculum Chairs (4 per building)	4.00%
6. K-4 Department Chairs (3 per building)	4.00%
7. K-12 Department Chairs (5)	5.00%



- G. Drama and Musical Productions  
Scheduled supplemental contracts will be issued to Director of full length drama and musical productions when approved by the Board. Approval is to be received prior to discussing the activity with the students.
- H. 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.
- I. Fulfillment of Contract  
The fulfillment of these contracts can be in addition to the work day as defined in Article IX, Section A.
- J. 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.
- K. Compensation Criteria for Assignment of an Inclusion Student  
Regular education teaching staff who are assigned an inclusion student(s) as defined below, shall be compensated on a pro-rata basis up to 3% of the BA, Step 1, provided that a written request for compensation inclusive of the student(s) name(s) is made in a timely manner and approved by the Director of Student Services. Said compensation shall be made by June 30 of the school year upon approval of the Superintendent. Pro-rata basis shall refer to the teaching year or portion thereof or to the percentage based on the following criteria:
1. Student(s) name and class schedule(s)
  2. Documentation of significant additional lesson planning time
  3. Documentation of teacher's work to adapt and implement special curriculum
  4. Document full-time placement in regular education classroom

This compensation shall apply to situations where significant additional planning time is required of regular education teacher to implement the IEPC plan for students who prior to State mandated LRE guidelines, would have been served in a center for handicapped students only (as defined in Article V, Section C).

The 1984 State Board of Education policy defines inclusive education "as the provision of educational services for students with disabilities, in schools where non-handicapped students attend, in age-appropriate general education classes under the direct supervision of general education teachers, with special education support and assistance as determined appropriate through the IEPC".

L. Supplemental Pay Committee

A committee composed of three (3) administrators and three (3) teachers shall meet during the final year of the contract for the purpose of studying and making written recommendations to the Board and Association negotiating teams relative to all areas of the supplemental contract. The committee shall meet by the last school day of October and its report shall be completed by May 1 of that school year. Committee recommendations shall not be binding.

ARTICLE XXV

**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 rate. Compensation for time worked after July 1 shall be at the new rate.

5/5 = 5 hours of instruction/1 work day/1/187 current per diem rate

a. 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 Personnel 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 Personnel 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 Staff Academy or summer school programs offering K-8 developmental or remedial instruction in reading and math or any 9-12 course of instruction resulting in transcript credit shall be compensated at the current BA, Step 1 per diem rate or hourly portion rounded to the nearest quarter hour. Compensation for time worked after July 1 shall be at the new rate.

5/5 = 5 hours of instruction/1 work day/1/187 current BA, Step 1

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.
5. 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 summer employment has been deemed to be unsatisfactory.

**B. Driver Education Program**

The Board and Association mutually agree, that given the unique nature of the driver education program and the shortage of qualified driver education teachers, the driver education pay schedules shall be:

	<u>1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>
2001-02	\$25.50	\$26.50	\$27.50
2002-03	\$26.50	\$27.50	\$28.50
2003-04	To Be Negotiated		

**C. 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:

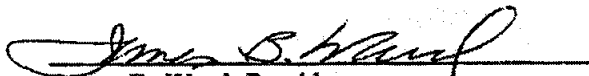
	<u>1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>
2001-02	\$16.00	\$17.00	\$18.00
2002-03	\$16.50	\$17.50	\$18.50
2003-04	To Be Negotiated		

**ARTICLE XXVI**


**DURATION**

This Agreement shall be effective from August 22, 2001 to August 20, 2004. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**FOR THE ASSOCIATION:**



James B. Ward, President  
Forest Hills MEA-NEA  
District Association



Steven Althaus, Secretary  
Forest Hills MEA-NEA  
District Association



Carl Peterson, Vice President  
Chief Negotiator  
Forest Hills MEA-NEA  
District Association

**FOR THE BOARD OF EDUCATION:**



Ben Emdin, President  
Forest Hills Public Schools  
Board of Education



Molly Krauss, Secretary  
Forest Hills Public Schools  
Board of Education



Kevin A. Konarska, Chief Negotiator  
Forest Hills Public Schools  
Board of Education

Adopted by the Board: March 19, 2001

/dm  
6/28/01

**FOREST HILLS PUBLIC SCHOOLS  
Grand Rapids, Michigan**

**CERTIFICATION RENEWAL REIMBURSEMENT**

Based on the Forest Hills Education Association (FHEA) Master Agreement of 2001-02 through 2003-2004, Article XXI, Section C. (13), employees will be reimbursed in the amount of \$125.00 for the renewal of their teaching certificate or license. Please complete the information listed below and provide a copy of your application and canceled check to Deb Metzger in the Personnel Office for reimbursement.

Name \_\_\_\_\_

School \_\_\_\_\_

Certificate/License Expiration Date: \_\_\_\_\_

Issuance/Renewal of: Provisional \_\_\_\_\_ Professional Ed \_\_\_\_\_ License \_\_\_\_\_

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

Approved for Reimbursement:	
Signature of Assistant Superintendent of Personnel _____	Date _____
Application for Renewal Attached:	Yes _____ No _____
Proof of Payment Attached:	Yes _____ No _____

<b>DISTRIBUTION:</b>	
Original:	Business Office
1 <sup>st</sup> Copy:	Employee
2 <sup>nd</sup> Copy:	Personnel File

/dm-Revised: 7/3/01

**FOREST HILLS PUBLIC SCHOOLS  
REQUEST FOR TUITION REIMBURSEMENT**  
(Per Article XXI, Section C. (14) of the FHEA Master Agreement)

**INSTRUCTIONS:** (Teachers on Steps 1-11 of the FHEA salary schedule are eligible for tuition reimbursement. Please submit this form for pre-approval to the Assistant Superintendent of Personnel a minimum of 10 working days prior to taking any course work.)

**TO BE COMPLETED BY THE TEACHER:**

TEACHER'S NAME: _____		SCHOOL: _____	
Name of College/University: _____			
Course Description: _____			
Course Number: _____		Date of Course: _____	
Location of Course: _____			
_____ Semester Hours (or)		_____ Term Hours	
		<b>TUITION AMOUNT\$</b> _____	
<b>CERTIFICATION CREDIT FOR:</b>			
_____ Provisional Renewal		_____ Professional Education Certificate	
		_____ License Renewal	
<b>SIGNATURE OF TEACHER</b> _____		<b>DATE</b> _____	
<b>SIGNATURE OF PRINCIPAL</b> _____		<b>DATE</b> _____	

**TO BE COMPLETED BY ASSISTANT SUPERINTENDENT OF PERSONNEL:**

_____ Recommend Approval for Reimbursement	
_____ Deny Recommendation for Approval for Reimbursement	
<b>SIGNATURE OF ASST. SUPERINTENDENT OF PERSONNEL</b> _____	
<b>DATE</b> _____	

**TO BE SUBMITTED FOR REIMBURSEMENT BY TEACHER WITH LETTER OF COMPLETION FROM UNIVERSITY/COLLEGE AND PROOF OF PAYMENT:**

I certify that I have earned credit for the course described and attach evidence of completion and verification of tuition cost payment.	
<b>SIGNATURE OF TEACHER:</b> _____	<b>DATE:</b> _____

/dm  
Revised: 7/3/01

**DISTRIBUTION:**  
 White Copy: Personnel Office  
 Yellow Copy: Business Office  
 Pink Copy: Teacher

**FOREST HILLS PUBLIC SCHOOLS  
ASSIGNMENT OF APPROVED VENDOR  
FOR A BOARD PAID TAX SHELTERED ANNUITY (TSA)**

**Article XXI, Section C, 8.**

(Page 49)

The Forest Hills Board of Education will provide a Board paid Tax Sheltered Annuity (TSA) through a Board approved vendor for FHEA members on Steps 12-28 of the salary schedule in the amount of \$200 in 2001-02, \$400 in 2002-03, and \$600 in 2003-04. Teachers less than full-time will receive this contribution at a prorated amount. It is the responsibility of the teacher to sign up with a Board approved vendor for this TSA verifying assignment authorizing payroll deduction at no cost to the employee. **Note: The TSA account shall be separate from accounts set up for elective payroll contributions to the TSA and it is the employees responsibility to make sure the combination of both do not exceed the \$10,500 allowable under IRS law. *The Board paid TSA will be contributed the last pay in May of each year in the amounts specified above.***

Teacher's Name: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Board Approved Vendor: \_\_\_\_\_

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

**PLEASE SUBMIT THIS FORM TO GINA CALDERONE, FRINGE BENEFITS  
COORDINATOR, PERSONNEL OFFICE, NO LATER THAN SEPTEMBER 30.**

/dm-7/3/01

**FOREST HILLS PUBLIC SCHOOLS**  
Grand Rapids, Michigan

**GUIDE FOR TEACHER EVALUATION**

I. Purpose of Evaluation

- A. To communicate the criteria, standards and expectations of the organization.
- B. To improve instruction by:
  - 1. the administrator's evaluation of the teacher.
  - 2. conferences between the administrator and teacher to discuss specific suggestions for improvement of instruction.
- C. To enable the administrator and teacher to agree on materials and techniques that will help achieve educational goals by:
  - 1. evaluating teachers according to their ability to fulfill their teaching responsibilities.
  - 2. not holding a teacher accountable for aspects of a situation over which they have no control.
- D. To provide a record of teacher performance (placed in the teacher's personnel file).

II. Procedure for Evaluation

- A. See Master Agreement for details. (Article XIII, pages 34-38)
- B. Each new teacher is to receive a copy of the evaluation form, observation form and the guide for teacher evaluation at the beginning of the school year; a copy of the form and guide will be available to any other teacher upon request.
- C. Administrator's evaluation of teacher:
  - 1. It is recommended that tenured teachers be rotated for evaluation when there are two (2) or more administrators in a building.
  - 2. Formal observations should be done in a manner which is least disruptive to the teaching-learning environment.



3. Each formal observation shall be summarized in writing on the observation worksheet with copy signed by the teacher and administrator. The teacher shall receive a copy of the completed observation worksheet.
4. A teacher-administrator conference after an observation is optional at the request of either the teacher or administrator within five (5) working days of teacher receipt of the completed observation worksheet.
5. The written evaluation of the teacher shall be based upon the administrator's knowledge of the teacher's performance.
6. The items on the evaluation form may not be revised.
7. The administrator is urged to indicate to the teacher any concerns about performance which may lead to an "N" or "U" on the evaluation form well in advance of the written evaluation.
8. Recommendations made by the administrator for teacher improvement shall be reasonable and related to the educational process.
9. The administrator shall not evaluate the teacher in an aspect of his/her personal life unless it affects performance as a teacher.
10. The final evaluation shall include a conference between the administrator and teacher (Article XIII, page 36).
11. The teacher may write a response to the data and statements on the evaluation form; this should be done no later than fifteen (15) working days after the evaluation conference.
12. Full-time, non-classroom teachers in a coordinator's role, will be evaluated in conjunction with their written job description and receive a written narrative evaluation.
13. Part-time coordinators will be evaluated once in their coordinator's role in conjunction with written job description and once in their classroom role.
14. Staff assigned between buildings shall have one administrator designated as lead administrator (where teacher is assigned the majority of the time) who is responsible for the formal evaluation and conference. The other administrator is responsible for one observation and post observation conference. If both principals agree on the final evaluation, one form is sufficient; if not, the non-lead principal shall write an addendum and hold a separate conference with the teacher.

III. Timeline for Evaluation Process

- A. The administrator will review the evaluation form, observation form and guide for teacher evaluation with teachers by the first school day in October.
- B. The formal evaluation period may begin at any time after the evaluation form and guide have been reviewed.

**NOTE:** Decisions of the Teacher Evaluation Committee regarding evaluation procedures will be posted in respective buildings when they are made during the school year, distributed to teachers at the beginning of the school year when the forms and guide are reviewed, and included in the printed contract at the next opportunity.

/dm  
7/3/01

FOREST HILLS PUBLIC SCHOOLS  
Grand Rapids, Michigan

EVALUATION OF TEACHER PERFORMANCE

Name \_\_\_\_\_ School Year \_\_\_\_\_

Assignment \_\_\_\_\_ Location \_\_\_\_\_

Evaluator \_\_\_\_\_ Date \_\_\_\_\_

**Instruction:** Place the proper letter in the space which best expresses your rating of the individual.

**Scale:**      S = Satisfactory/Meets Professional Standards  
                  N = Needs Improvement  
                  U = Unsatisfactory  
                  X = Not Observed

I. INSTRUCTIONAL SKILLS

- A. Demonstrates knowledge of subject area \_\_\_\_\_
- B. Shows evidence of daily lesson preparation and long range planning \_\_\_\_\_
- C. Uses curriculum guides, textbooks, and supplemental materials to enhance instruction \_\_\_\_\_
- D. Provides for different learning styles by using a variety of materials, techniques and teaching strategies \_\_\_\_\_
- E. Evaluates student growth and achievement based on curriculum objectives and student's abilities \_\_\_\_\_
- F. Encourages problem solving and critical thinking skills \_\_\_\_\_
- G. Receptive to suggestions designed to improve instruction \_\_\_\_\_

Comments to support ratings given above:

**II. RELATIONSHIP WITH STUDENTS**

- A. Maintains professional rapport with students \_\_\_\_\_
- B. Handles student discipline fairly and consistently \_\_\_\_\_
- C. Promotes an atmosphere of mutual respect in the classroom \_\_\_\_\_
- D. Informs students of expectations and progress \_\_\_\_\_
- E. Considers interests and needs of each student \_\_\_\_\_
- F. Supports and participates in student activities which are held during the school day \_\_\_\_\_

Comments to support ratings given above:

**III. RELATIONSHIP WITH PARENTS**

- A. Maintains professional relationship between home and school \_\_\_\_\_
- B. Informs parents of student progress as needed through conferences, report cards, progress reports and/or phone calls \_\_\_\_\_
- C. Uses information about students to increase opportunities for learning \_\_\_\_\_

Comments:

**IV. RELATIONSHIP WITH COLLEAGUES**

- A. Maintains professional relationship with co-workers \_\_\_\_\_
- B. Expresses own convictions but respects the rights of others to state their opinions \_\_\_\_\_
- C. Participates in grade-level/department meetings, building meetings and other professional activities as required by contract \_\_\_\_\_
- D. Utilizes curriculum specialists and student services personnel as needed \_\_\_\_\_

Comments to support ratings given above:

**V. PROFESSIONAL BEHAVIORS**

- A. Follows administrative policies and procedures \_\_\_\_\_
- B. Handles attendance and grade reports, homeroom or classroom obligations as required \_\_\_\_\_
- C. Maintains classroom appearance which enhances learning \_\_\_\_\_
- D. Wears clothing appropriate for teaching situation (art, shop, physical education, outdoor education, etc.) \_\_\_\_\_
- E. Demonstrates responsibility in use of school equipment \_\_\_\_\_
- F. Shows reliability and punctuality \_\_\_\_\_
- G. Uses language professionally suitable to the situation \_\_\_\_\_
- H. Shows continuing professional growth \_\_\_\_\_

Comments to support ratings given above:

**VI. OVERALL COMMENTS**

**VII. RECOMMENDED STATUS FOR NEXT YEAR**

- 1. Probationary Teacher \_\_\_\_\_
- 2. Tenure Contract \_\_\_\_\_
- 3. Continuing Tenure Contract  
Tri-annual Evaluation \_\_\_\_\_
- 4. Continuing Tenure Contract with  
Annual Evaluation \_\_\_\_\_
- 5. Not recommended for Continued  
Employment \_\_\_\_\_

**VIII. COMMENTS BY TEACHER**

<b><u>SIGNATURES:</u></b>			
_____			
*Teacher	Date	Administrator	Date
_____		_____	
Observer (if present)		Date	
_____			
<b>*Signature indicates that the evaluation has been reviewed by both parties. The teacher has the option to include an addendum with this evaluation.</b>			

**DISTRIBUTION:**

White Copy: Teacher  
Canary Copy: Personnel File  
Pink Copy: Administrator

/dm-Revised: 7/16/00

FOREST HILLS PUBLIC SCHOOLS  
TEACHER PERFORMANCE  
INDIVIDUALIZED DEVELOPMENT PLAN

Date \_\_\_\_\_ Teacher \_\_\_\_\_

Probationary Teacher:  Tenured Teacher:

STRENGTHS: See evaluation form dated: \_\_\_\_\_ (copy attached)

WEAKNESSES: See evaluation form dated: \_\_\_\_\_ (copy attached)

**GOALS AND SUGGESTIONS ON WAYS TO IMPROVE PERFORMANCE**

*Statements shall be written in the following manner: Reference to section and item in evaluation form, goal desired, and suggestions on ways to achieve goal.*

**NOTE:** Additional pages may be added to this form. Additional pages shall be labeled: IDP, name of teacher and date.

**TEACHER ACKNOWLEDEMENT STATEMENT**

The district has sought my input in the development of this IDP. I understand that if there are items not included in this IDP that I think should be included, I can submit those items in writing within thirty (30) days of the date of this IDP.

Signatures: Teacher \_\_\_\_\_ Date \_\_\_\_\_  
Administrator \_\_\_\_\_ Date \_\_\_\_\_  
Observer (if present) \_\_\_\_\_ Date \_\_\_\_\_

/dm  
Revised: 7/3/01

Distribution: Original - Teacher  
1<sup>st</sup> Copy - Personnel File  
2<sup>nd</sup> Copy - Administrator





**PART-TIME STATUS AGREEMENT/WAIVER**

As a less than full-time employee, I understand and agree that I maintain the responsibility to share appropriately in non-instructional duties related to my teaching assignment, as outlined in Article IX, Section H. (Calendar, Hours and Assignments).

1. Please indicate the method of communication you will implement with your students, parents, building administrator and appropriate staff members as it pertains to your teaching assignment.
  
2. Please specify the process you will follow in obtaining and applying information that will be disseminated or discussed during non-scheduled work days/hours that may affect your teaching assignment.

***My signature verifies that I am knowledgeable of my duties and responsibilities as a less than full-time employee and agree to fulfill them. This also acknowledges that I am aware that seeking part-time employment status does not guarantee me future full-time employment.***

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Administrator

\_\_\_\_\_  
Date

_____ Approval	_____ Assistant Superintendent of Personnel
_____ Denial	_____ Date

/dm-2/26/01

c: FHEA President/Designee



***My signature verifies that I am knowledgeable of my duties and responsibilities as a job share teacher and agree to fulfill them. This also acknowledges that I am aware that seeking less than full-time status does not guarantee me future full-time employment.***

_____	_____
<b>Signature of Teacher</b>	<b>Date</b>
_____	_____
<b>Signature of Job-Share Teacher</b>	<b>Date</b>
_____	_____
<b>Signature of Administrator</b>	<b>Date</b>

_____ <b>Approval</b>	_____
	<b>Assistant Superintendent of Personnel</b>
_____ <b>Denial</b>	_____
	<b>Date</b>

/dm  
2/26/01

c: FHEA President/Designee

**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 1/2 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 (PowerPoint 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 Personnel 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.

**TENTATIVE AGREEMENT  
FOR A TWO YEAR EXTENSION OF CURRENT CONTRACT  
BETWEEN  
THE FOREST HILLS BOARD OF EDUCATION (BOARD)  
AND  
THE FOREST HILLS EDUCATION ASSOCIATION (FHEA)**

**February 1, 2006**

The Forest Hills Education Association (FHEA) and the Forest Hills Board of Education (Board) have mutually agreed to extend the current Master Agreement between the parties for one year, with changes in salary and benefits as described herein. The parties further agree that all Letters of Agreement, Letters of Understanding, and Letters of Clarification entered into throughout the duration of the current contract shall continue in effect for the duration of this extension through August 15, 2008.

Any provisions in the current agreement that reference a specific school year or that are inconsistent with the calendar adopted by the Board shall be adjusted by Letters of Agreement to reflect the intent of the parties in reaching this renewal agreement. Adjusted pay schedules in Article IX, E (Substituting for Another Teacher), Article XXV, B and C (Driver Education and Teaching Outside Contracted School Year) shall be agreed on by the chief negotiators for each party and specified in a Letter of Agreement. Final approval for any Letters of Agreement, Letters of Understanding, or Letters of Clarification shall be by the chief negotiators for the respective parties.

**For the 2006-07 school year,**

- the base salary shall be increased by 1.25%; step increments will remain as in the current agreement. The Board will pay the full cost of MESSA Super Care I insurance for each full-time equated employee and eligible dependents, with the "MESSA \$10/20 Drug Card" prescription drug coverage.
- In order to assist employees during the transition to the higher co-pay prescription plan, the Board will establish a prescription drug reimbursement pool in the amount of \$100,000. During the 2006-07 and 2007-08 years, the Board will reimburse employees for prescription expenses that exceed \$400 in one plan year, provided that the expense is in accordance with the prescription plan guidelines. Total reimbursement for the two years cannot exceed the amount in the pool. Any remaining funds will be used to offset future increases in health insurance costs.
- The current provisions of Article XXI, 8, and Article XXI, 14, regarding Board payments to a Tax Sheltered Annuity, and Tuition Reimbursement, will be suspended for the 2006-07 year.
- All other provisions relative to Employee Benefits, Article XXI, remain in effect.

**For the 2007-08 school year,**

- The base salary shall be increased by 1.75%; step increments will remain as in the current agreement. The Board will pay the full cost of MESSA Choices II insurance for each full-time equated employee and eligible dependents, with the "MESSA \$10/20 Drug Card" prescription drug coverage.
- Employees choosing MESSA Super Care 1 may do so by paying the straight rate difference between MESSA Super Care 1 and MESSA Choices, through a means established by the Board to allow such payments to be made with "pre-tax" dollars.
- In consideration of the increase in base salary for 2007-08, the provisions of Article XXI, 8, relative to Board payments to a Tax Sheltered Annuity, shall remain suspended for 2007-08.
- The provisions of Article XXI, 14c, relative to Tuition Reimbursement, shall be modified to provide a maximum reimbursement of \$300 in 2007-08. It is the intent of the parties to increase this amount in successor agreements, with the goal of increasing it beyond its previous \$600 maximum.
- Article XXI, 7, shall be amended to read: "In lieu of subscribing to the Board-provided health insurance, a full-time teacher may elect a cash option equal in dollar amount to the single subscriber premium rate for the health insurance plan then in effect, provided that any annual increase in such cash option shall not exceed 8%. Those employed less than full-time may elect a prorated cash option."

This extension shall remain in effect until August 15, 2008.

A ratification vote shall be taken in individual buildings on February 10, 2006; provisions for absentee ballots and the building voting process will be coordinated and announced by building representatives.

**FOR THE BOARD:**

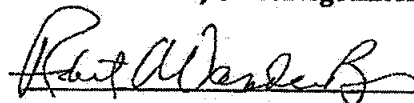


**Gloria Graber, Assistant  
Superintendent for  
Administrative Services**

**FOR THE FHEA:**



**Carl Peterson, Chief Negotiator**



**Robert Vandenberg, President**

DATE: 2-2-06

DATE: 2-2-06

**FOREST HILLS EDUCATION ASSOCIATION**  
 Grand Rapids MI  
 Summary of Tentative Agreement to Extend Master Agreement  
 and Modify Benefits through 2007-08

**CURRENT AGREEMENT  
FOR 06-07**

**SALARY** 1.0% increase

**ANNUITY** \$0  
 Step 12 and above

**TUITION REIMBURSEMENT** \$0  
 Steps 1 - 11

**INSURANCE** Choices II, \$5/10 Rx co-pay  
 (Option to pay difference to keep SC D)

**TENTATIVE AGREEMENT  
FOR 06-07**

1.25% increase

\$0

\$0

Super Care I, \$10/20 Rx co-pay  
 Promise of no teacher layoffs

**TENTATIVE AGREEMENT FOR 07-08**

**SALARY** 1.75% increase

**ANNUITY** \$0

**TUITION REIMBURSEMENT** \$300

**INSURANCE** Choices II, \$10/20 Rx co-pay  
 (Option to pay difference to keep SC D)

ARTICLE XXIII, SECTION B - SALARY SCHEDULE AND CONDITIONS: 2006-07 1.25%

Step	Index	BA (A) Salary	Index	MA (B) Salary	Index	MA+15 (C.) Salary	Index	MA+30 (D) Salary	Index	MA+45 (E) Salary
1	1	\$36,197	1.1	\$39,817	1.15	\$41,627	1.2	\$43,436	1.25	\$45,246
2	1.05	\$38,007	1.15	\$41,627	1.2	\$43,436	1.25	\$45,246	1.3	\$47,056
3	1.1	\$39,817	1.22	\$44,160	1.25	\$45,246	1.3	\$47,056	1.35	\$48,866
4	1.15	\$41,627	1.26	\$45,608	1.31	\$47,418	1.36	49,228	1.41	\$51,038
5	1.22	\$44,160	1.32	\$47,780	1.37	\$49,590	1.42	\$51,400	1.47	\$53,210
6	1.28	\$46,332	1.39	\$50,314	1.44	\$52,124	1.49	\$53,934	1.54	\$55,743
7	1.34	\$48,504	1.46	\$52,848	1.51	\$54,657	1.56	\$56,467	1.61	\$58,277
8	1.39	\$50,314	1.53	\$55,381	1.58	\$57,191	1.63	\$59,001	1.68	\$60,811
9	1.44	\$52,124	1.61	\$58,277	1.66	\$60,087	1.71	\$61,897	1.76	\$63,707
10	1.49	\$53,934	1.67	\$60,449	1.72	\$62,259	1.77	\$64,069	1.82	\$65,879
11	1.55	\$56,105	1.74	\$62,983	1.79	\$64,793	1.84	\$66,602	1.89	\$68,412
12			1.81	\$65,517	1.87	\$67,688	1.92	\$69,498	1.97	\$71,308
16	1.61	\$58,277	1.86	\$67,326	1.93	\$69,860	1.98	\$71,670	2.03	\$73,480
20	1.67	\$60,449	1.91	\$69,136	1.99	\$72,032	2.04	\$73,842	2.09	\$75,652
24	1.73	\$62,621	1.96	\$70,946	2.05	\$74,204	2.1	\$76,014	2.15	\$77,824
28	1.78	\$64,431	2.01	\$72,756	2.1	\$76,014	2.15	\$77,824	2.2	\$79,633



**ARTICLE IX, SECTION E. - CALENDAR, HOURS AND ASSIGNMENT**

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 \$19.50 per teaching period or part thereof for the 2006-07 school year. No teacher will be asked to accept an 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 Personnel Office.

**ARTICLE XXV: SECTION B AND C. - GENERAL CONDITIONS OF ADDITIONAL EMPLOYMENT**

Section B. Driver Education Program: The Board and Association mutually agree, that given the unique nature of the driver education program and the shortage of qualified driver education teachers, the driver education pay schedules shall be:

2006-07	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
	\$27.75	\$28.75	\$29.75

Section C. 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:

2006-07	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
	\$17.75	\$18.75	\$19.75

ARTICLE XXIII, SECTION B - SALARY SCHEDULE AND CONDITIONS: 2007-08 1.75%

Step	Index	BA (A) Salary	Index	MA (B) Salary	Index	MA+15 (C.) Salary	Index	MA+30 (D) Salary	Index	MA+45 (E) Salary
1	1	\$36,830	1.1	\$40,513	1.15	\$42,355	1.2	\$44,196	1.25	\$46,038
2	1.05	\$38,672	1.15	\$42,355	1.2	\$44,196	1.25	\$46,038	1.3	\$47,879
3	1.1	\$40,513	1.22	\$44,933	1.25	\$46,038	1.3	\$47,879	1.35	\$49,721
4	1.15	\$42,355	1.26	\$46,406	1.31	\$48,247	1.36	50,089	1.41	\$51,930
5	1.22	\$44,933	1.32	\$48,616	1.37	\$50,457	1.42	\$52,299	1.47	\$54,140
6	1.28	\$47,142	1.39	\$51,194	1.44	\$53,035	1.49	\$54,877	1.54	\$56,718
7	1.34	\$49,352	1.46	\$53,772	1.51	\$55,613	1.56	\$57,455	1.61	\$59,296
8	1.39	\$51,194	1.53	\$56,350	1.58	\$58,191	1.63	\$60,033	1.68	\$61,874
9	1.44	\$53,035	1.61	\$59,296	1.66	\$61,138	1.71	\$62,979	1.76	\$64,821
10	1.49	\$54,877	1.67	\$61,506	1.72	\$63,348	1.77	\$65,189	1.82	\$67,031
11	1.55	\$57,087	1.74	\$64,084	1.79	\$65,926	1.84	\$67,767	1.89	\$69,609
12			1.81	\$66,662	1.87	\$68,872	1.92	\$73,536	1.97	\$72,555
16	1.61	\$59,296	1.86	\$68,504	1.93	\$71,082	1.98	\$72,923	2.03	\$74,765
20	1.67	\$61,506	1.91	\$70,345	1.99	\$73,292	2.04	\$75,133	2.09	\$76,975
24	1.73	\$63,716	1.96	\$72,187	2.05	\$75,502	2.1	\$77,343	2.15	\$79,185
28	1.78	\$65,557	2.01	\$74,028	2.1	\$77,343	2.15	\$79,185	2.2	\$81,026

**ARTICLE IX, SECTION E. - CALENDAR, HOURS AND ASSIGNMENT**

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 \$20.00 per teaching period or part thereof for the 2007-08 school year. No teacher will be asked 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 Personnel Office.

**ARTICLE XXV: SECTION B AND C. - GENERAL CONDITIONS OF ADDITIONAL EMPLOYMENT**

Section B. Driver Education Program: The Board and Association mutually agree, that given the unique nature of the driver education program and the shortage of qualified driver education teachers, the driver education pay schedules shall be:

2007-08	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
	\$28.00	\$29.00	\$30.00

Section C. 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:

2007-08	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
	\$18.00	\$19.00	\$20.00

**ARTICLE XXIV: SUPPLEMENTAL CONTRACT SCHEDULE AND CONDITIONS**

**B. Salary for Assignment**

**ASSIGNMENT**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Varsity Football	13.50%	14.37%	15.25%	17%	18%
Varsity Asst. Football	8.00%	8.50%	9.00%	10%	11%
JV Football	9.50%	10.00%	10.50%	11%	11.5%
JV Asst. Football	8.00%	8.50%	9.00%	10%	11%
Freshman Football	9.50%	10.00%	10.50%	11%	11.5%
Middle School Skills Building Football	\$300	Lump Sum			
Varsity Basketball	13.50%	14.37%	15.25%	17%	18%
JV Basketball	9.50%	10%	10.50%	11%	11.5%
Freshman Basketball	9.50%	10%	10.50%	11%	11.5%
Middle School Basketball	4.50%	5%	5.50%	6%	7%
Middle School Recreational Basketball	\$450	Lump Sum			
Middle School Skills Building Basketball	\$300	Lump Sum			
Varsity Wrestling	13%	13.50%	14%	14.50%	15%
JV/Freshman Wrestling	7.75%	8.25%	8.75%	9.25%	10.25%
Middle School Wrestling	4.5%	5.00%	5.5%	6.00%	6.5%
Varsity Hockey	13%	13.50%	14%	14.50%	15%
Varsity Swimming	13%	13.50%	14%	14.50%	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%	5.00%	5.5%	6.00%	6.5%
Middle School Assistant Swimming	3.5%	3.75%	4%	4.25%	4.5%
Middle School Diving	2%	2.25%	2.5%	2.75%	3%
Varsity Volleyball	13%	13.50%	14%	14.50%	15%
JV/Freshman Volleyball	7.75%	8.25%	8.75%	9.25%	9.75%
Middle School Volleyball	4.5%	5.00%	5.5%	6.00%	7%
Middle School Recreational Volleyball	\$450	Lump Sum			
Middle School Skills Building Volleyball	\$300	Lump Sum			

ASSIGNMENT	(YEARS OF EXPERIENCE)			
	13%	13.50%	14%	14.50%
Varsity Gymnastics	13%	13.50%	14%	14.50%
Gymnastics Skills	\$650	Lump Sum		15%
Varsity Competitive Cheer	13%	13.50%	14%	14.50%
Sideline Cheer	5.50%	6%	6.50%	7%
Assistant Cheer	3.50%	4%	4.50%	5%
Varsity Baseball	11%	11.50%	12%	12.50%
JV Baseball	6.75%	7.25%	7.75%	8.25%
Freshman Baseball	6.75%	7.25%	7.75%	8.25%
Middle School Skills Building Baseball	\$300	Lump Sum		9.25%
Varsity Softball	11%	11.50%	12%	12.50%
JV Softball	6.75%	7.25%	7.75%	8.25%
Freshman Softball	6.75%	7.25%	7.75%	8.25%
Middle School Girls' Recreational Softball	\$450	Lump Sum		9.25%
Varsity Soccer	11%	11.50%	12%	12.50%
Middle School Soccer	4.5%	5.00%	5.5%	6.00%
Varsity Track	11%	11.50%	12%	12.50%
Assistant Track	7.75%	8.50%	9%	9.50%
Middle School Track	4.50%	5.00%	5.5%	6%
Varsity Cross Country	8%	8.50%	9%	9.50%
Assistant Cross Country	5%	5.50%	6%	6.50%
Middle School Cross Country	4.5%	5.00%	5.5%	6.00%
Varsity Golf	8%	8.50%	9%	9.50%
Assistant Golf	6%	6.50%	7%	7.50%

ASSIGNMENT	(YEARS OF EXPERIENCE)			
Varsity Tennis	8%	8.50%	9%	9.50%
Assistant Tennis	6%	6.50%	7%	7.50%
Middle School Tennis	4.5%	5.00%	5.5%	6.00%
Middle School Skills Building Tennis	\$300	Lump Sum		
Varsity Boys/Girls' Bowling	8%	8.50%	9%	9.50%
Varsity Skiing	8%	8.50%	9%	9.50%
Varsity Water Polo	11%	11.5%	12%	12.5%
Assistant Water Polo	6%	6.50%	7%	7.50%
Varsity Crew	11%	11.50%	12%	12.50%
Assistant Crew	6%	6.50%	7%	7.50%
Varsity Lacrosse	11%	11.50%	12%	12.50%
Assistant Lacrosse	6%	6.5%	7%	7.5%
Head Pom Poms	8%	9.00%	10%	11.00%
Middle School Events Coordinator	14%	14.5%	15%	15.5%
Special Olympics	2.50%	3.00%	3.50%	4%
				4.50%

\*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 Football Coach, within the appropriate supplemental schedule and based upon assignment, off-season supervision and conditioning activities. The total compensation for Assistant Football coach positions must be approved by the Athletic Director and the Personnel Office.

\*\*Maximum of 1 "A" team per sport per building. Number of "B" teams per sport per building 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" team and 6 "B" teams apply to Boys and Girls' Basketball and Volleyball only.

ASSIGNMENT	(YEARS OF EXPERIENCE)				
	1	2	3	4	5
<b>MINIMUM OF 4 PERFORMANCES FOR ALL POSITIONS: % of Base</b>					
H.S. Music Director (Band, Orchestra, Vocal)	6.5%	7.0%	7.50%	8.00%	8.5%
H.S. Jazz Director (Band, Orchestra, Vocal)	3%				
H.S. Instrumental Solo and Ensemble	3%				
H.S. Vocal Solo and Ensemble	1%				
H.S. Band Camp (On-Site)	4%				
H.S. Band Camp (On-Site)	2%				
H.S. Sports Band	2%				
H.S. Asst. Marching Band (over 100 students)	1.50%				
Color Guard (Both for School Year and Band Camp)	2%				

for each

**MINIMUM OF 3 PERFORMANCES FOR ALL POSITIONS % of Base**

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

7-8 Directors are considered Co-Directors and % will be split

**MINIMUM OF 3 PERFORMANCES FOR ALL POSITIONS % of Base**

- 6th Grade Music (Band, Orchestra, Vocal) 2.75%

**MINIMUM OF 3 PERFORMANCES FOR ALL POSITIONS % of Base**

- K-5 Music Productions 2.75%
- K-4 Music Productions 2.75%

Staff assigned to more than one building at the same level are eligible for a proration 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.**

ASSIGNMENT	(YEARS OF EXPERIENCE)				
	1	2	3	4	5
Debate Coach	5.50%	6.50%	7%	7.50%	8%
Forensics Coach	4.50%	5%	5.50%	6%	6.50%
Science Olympiad Coach (2)	4.50%	5%	5.50%	6%	6.50%
High School Musical Director	11%	11.50%	12%	12.50%	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%

**C. Compensation Options for Contracted Seasonal Assignments**  
Teachers contracted for extra duty that is seasonal in character shall have their pay spread throughout their 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 Personnel Office.

**E. Extra-Curricular Assignments**  
 The following positions are to be reimbursed upon the following percentage of base:

Position	% of Base
K-6 Student Council	1.50%
7-8 Student Council	3.50%
9-12 Student Council	4.50%
9-12 National Honor Society (99 or less members)	3%
(100 or more members)	4%
Freshman and Sophomore Class Sponsors	2.50%
Junior Class Sponsors (2)	3.75%
Senior Class Sponsors (1.5)	4.50%
Odyssey of the Mind (2)	4.50%
Federal Challenge	5%
Mock Trial Election	4.50%



<u>Position</u>	<u>% of Base</u>
Volunteer Coordinator (2)	4%
Diversity Coordinator	5%
Social Club (2)	2.50%
Diversity Club	2.00%
9-12 Ski Club Advisor	0.50%
7-8 Ski Club Advisor (2 if over 150 students)	3%
5-6 Ski Advisor	0.50%
9-12 School Yearbook Advisor - With Class	3.50%
7-8 School Yearbook Advisor - With Class	1.50%
K-6 School Yearbook Advisor	1.25%
9-12 School Newspaper Advisor With Class	2.50%
7-8 Newspaper Advisor	1.50%
K-6 Newspaper Advisor	1.00%

<u>Position</u>	<u>% of Base</u>
7-8 Play Director	4.50%
7-8 Variety Show Director	4.50%
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 Personnel Office.

<u>Position</u>	<u>% of Base</u>
7-8 Play/Variety Show Support Staff (Maximum of six (6) per school to be divided up between the productions.)	2.75%
K-6 Teacher in Charge	3%
Auditorium Supervisor (Dependent on Job Description)	9%
Driver Education Program Director	13.75%

<u>F. Department Heads/Curriculum Chairs</u>	<u>% of Base</u>
Heads of departments will be paid the following:	
9-12 Departments with less than 8 staff members	3%
9-12 Departments with less than 8 or more staff members	5%
7-8 Department Chairs (6 per building)	4%
7-8 Team Leaders	4%
5-6 Curriculum Chairs (5 per building)	4%
K-4 Department Chairs (4 per building)	4%
K-6 Department Chairs (4 per building)	4%
K-12 Department Chairs (5)	5%

dm: Revised-5/25/04


**LETTER OF AGREEMENT  
BETWEEN  
THE FOREST HILLS BOARD OF EDUCATION  
AND  
THE FOREST HILLS EDUCATION ASSOCIATION (FHEA)**

**Article XXIV: Supplemental Contract Schedule and Conditions**

Based on the recommendation of the joint Forest Hills Board of Education and the Forest Hills Education Association (FHEA) Supplemental Pay Committee, the consistent lack of student athletic participation necessary to field a Freshman Girls' Softball team over the past three (3) years, and the steady increase in student athletic participation in Girls' Varsity Lacrosse warrants a reallocation of monies, the parties mutually agree to eliminate offering Freshman Girls' Softball at all three high schools for the 2005-06 school year and reallocate those funds for a Cooperative Varsity Girls' Lacrosse Coach to be effective for 2006-07. The reallocation of 6.75% to 9.25% (x 3 for all 3 high schools) will be transferred from Freshman Girls' Softball to 11% to 13.5% for the Cooperative Varsity Girls' Lacrosse coaching position. High School students will be informed of the elimination of Freshman Girls' Softball in 2005-06, as well as the offering of a Cooperative Varsity Girls' Lacrosse team for all three high schools for the 2006-07 school year.


The District Athletic Director will continue to closely monitor student athletic participation and request reallocation of monies based on athletic participation, or lack thereof, making further recommendations for reallocations of funds, if determined necessary, for review and approval by the FHEA Supplemental Committee.

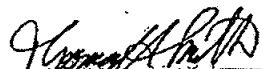
**FOR THE BOARD:**

  
\_\_\_\_\_  
Gloria Graber, Chief Negotiator

  
\_\_\_\_\_  
Tom Walters, District Athletic Director

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
Carl Peterson, Chief Negotiator

  
\_\_\_\_\_  
Thomas Smith, Supplemental Committee  
Chairperson (FHEA)

DATE: 2-15-06

DATE: 2-15-06

/dm  
2/5/06

**TENTATIVE AGREEMENT  
FOR A TWO YEAR EXTENSION OF CURRENT CONTRACT  
BETWEEN  
THE FOREST HILLS BOARD OF EDUCATION (BOARD)  
AND  
THE FOREST HILLS EDUCATION ASSOCIATION (FHEA)**

**February 1, 2006**

The Forest Hills Education Association (FHEA) and the Forest Hills Board of Education (Board) have mutually agreed to extend the current Master Agreement between the parties for one year, with changes in salary and benefits as described herein. The parties further agree that all Letters of Agreement, Letters of Understanding, and Letters of Clarification entered into throughout the duration of the current contract shall continue in effect for the duration of this extension through August 15, 2008.

Any provisions in the current agreement that reference a specific school year or that are inconsistent with the calendar adopted by the Board shall be adjusted by Letters of Agreement to reflect the intent of the parties in reaching this renewal agreement. Adjusted pay schedules in Article IX, E (Substituting for Another Teacher), Article XXV, B and C (Driver Education and Teaching Outside Contracted School Year) shall be agreed on by the chief negotiators for each party and specified in a Letter of Agreement. Final approval for any Letters of Agreement, Letters of Understanding, or Letters of Clarification shall be by the chief negotiators for the respective parties.

**For the 2006-07 school year,**

- the base salary shall be increased by 1.25%; step increments will remain as in the current agreement. The Board will pay the full cost of MESSA Super Care I insurance for each full-time equated employee and eligible dependents, with the "MESSA \$10/20 Drug Card" prescription drug coverage.
- In order to assist employees during the transition to the higher co-pay prescription plan, the Board will establish a prescription drug reimbursement pool in the amount of \$100,000. During the 2006-07 and 2007-08 years, the Board will reimburse employees for prescription expenses that exceed \$400 in one plan year, provided that the expense is in accordance with the prescription plan guidelines. Total reimbursement for the two years cannot exceed the amount in the pool. Any remaining funds will be used to offset future increases in health insurance costs.
- The current provisions of Article XXI, 8, and Article XXI, 14, regarding Board payments to a Tax Sheltered Annuity, and Tuition Reimbursement, will be suspended for the 2006-07 year.
- All other provisions relative to Employee Benefits, Article XXI, remain in effect.

**For the 2007-08 school year,**

- The base salary shall be increased by 1.75%; step increments will remain as in the current agreement. The Board will pay the full cost of MESSA Choices II insurance for each full-time equated employee and eligible dependents, with the "MESSA \$10/20 Drug Card" prescription drug coverage.
- Employees choosing MESSA Super Care 1 may do so by paying the straight rate difference between MESSA Super Care 1 and MESSA Choices, through a means established by the Board to allow such payments to be made with "pre-tax" dollars.
- In consideration of the increase in base salary for 2007-08, the provisions of Article XXI, 8, relative to Board payments to a Tax Sheltered Annuity, shall remain suspended for 2007-08.
- The provisions of Article XXI, 14c, relative to Tuition Reimbursement, shall be modified to provide a maximum reimbursement of \$300 in 2007-08. It is the intent of the parties to increase this amount in successor agreements, with the goal of increasing it beyond its previous \$600 maximum.
- Article XXI, 7, shall be amended to read: "In lieu of subscribing to the Board-provided health insurance, a full-time teacher may elect a cash option equal in dollar amount to the single subscriber premium rate for the health insurance plan then in effect, provided that any annual increase in such cash option shall not exceed 8%. Those employed less than full-time may elect a prorated cash option."

This extension shall remain in effect until August 15, 2008.

A ratification vote shall be taken in individual buildings on February 10, 2006; provisions for absentee ballots and the building voting process will be coordinated and announced by building representatives.

**FOR THE BOARD:**

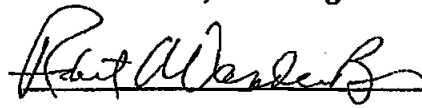


**Gloria Graber, Assistant  
Superintendent for  
Administrative Services**

**FOR THE FHEA:**



**Carl Peterson, Chief Negotiator**



**Robert Vandenberg, President**

DATE: 2-2-06

DATE: 2-2-06

**FOREST HILLS EDUCATION ASSOCIATION  
Grand Rapids Mi**

**Summary of Tentative Agreement to Extend Master Agreement  
and Modify Benefits through 2007-08**

**CURRENT AGREEMENT  
FOR 06-07**

**TENTATIVE AGREEMENT  
FOR 06-07**

**SALARY** 1.0% increase

1.25% increase

**ANNUITY**  
Step 12 and above \$0

\$0

**TUITION REIMBURSEMENT**  
Steps 1 - 11 \$0

\$0

**INSURANCE** Choices II, \$5/10 Rx co-pay  
(Option to pay difference to keep SC I)

Super Care I, \$10/20 Rx co-pay

Promise of no teacher layoffs

.....

**TENTATIVE AGREEMENT FOR 07-08**

**SALARY** 1.75% increase

**ANNUITY** \$0

**TUITION REIMBURSEMENT** \$300

**INSURANCE** Choices II, \$10/20 Rx co-pay  
(Option to pay difference to keep SC I)

ARTICLE XXIII, SECTION B - SALARY SCHEDULE AND CONDITIONS: 2006-07 1.25%

Step	Index	BA (A) Salary	Index	MA (B) Salary	Index	MA+15 (C.) Salary	Index	MA+30 (D) Salary	Index	MA+45 (E) Salary
1	1	\$36,197	1.1	\$39,817	1.15	\$41,627	1.2	\$43,436	1.25	\$45,246
2	1.05	\$38,007	1.15	\$41,627	1.2	\$43,436	1.25	\$45,246	1.3	\$47,056
3	1.1	\$39,817	1.22	\$44,160	1.25	\$45,246	1.3	\$47,056	1.35	\$48,866
4	1.15	\$41,627	1.26	\$45,608	1.31	\$47,418	1.36	49,228	1.41	\$51,038
5	1.22	\$44,160	1.32	\$47,780	1.37	\$49,590	1.42	\$51,400	1.47	\$53,210
6	1.28	\$46,332	1.39	\$50,314	1.44	\$52,124	1.49	\$53,934	1.54	\$55,743
7	1.34	\$48,504	1.46	\$52,848	1.51	\$54,657	1.56	\$56,467	1.61	\$58,277
8	1.39	\$50,314	1.53	\$55,381	1.58	\$57,191	1.63	\$59,001	1.68	\$60,811
9	1.44	\$52,124	1.61	\$58,277	1.66	\$60,087	1.71	\$61,897	1.76	\$63,707
10	1.49	\$53,934	1.67	\$60,449	1.72	\$62,259	1.77	\$64,069	1.82	\$65,879
11	1.55	\$56,105	1.74	\$62,983	1.79	\$64,793	1.84	\$66,602	1.89	\$68,412
12			1.81	\$65,517	1.87	\$67,688	1.92	\$69,498	1.97	\$71,308
16	1.61	\$58,277	1.86	\$67,326	1.93	\$69,860	1.98	\$71,670	2.03	\$73,480
20	1.67	\$60,449	1.91	\$69,136	1.99	\$72,032	2.04	\$73,842	2.09	\$75,652
24	1.73	\$62,621	1.96	\$70,946	2.05	\$74,204	2.1	\$76,014	2.15	\$77,824
28	1.78	\$64,431	2.01	\$72,756	2.1	\$76,014	2.15	\$77,824	2.2	\$79,633

**ARTICLE IX, SECTION E. - CALENDAR, HOURS AND ASSIGNMENT**

**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 \$19.50 per teaching period or part thereof for the 2006-07 school year. No teacher will be asked to accept an 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 Personnel Office.

**ARTICLE XXV: SECTION B AND C. - GENERAL CONDITIONS OF ADDITIONAL EMPLOYMENT**

**Section B. Driver Education Program:** The Board and Association mutually agree, that given the unique nature of the driver education program and the shortage of qualified driver education teachers, the driver education pay schedules shall be:

2006-07	<u>1st Year</u> \$27.75	<u>2nd Year</u> \$28.75	<u>3rd Year</u> \$29.75
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**Section C. 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:

2006-07	<u>1st Year</u> \$17.75	<u>2nd Year</u> \$18.75	<u>3rd Year</u> \$19.75
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ARTICLE XXIII, SECTION B - SALARY SCHEDULE AND CONDITIONS: 2007-08 1.75%

Step	Index	BA (A) Salary	Index	MA (B) Salary	Index	MA+15 (C.) Salary	Index	MA+30 (D) Salary	Index	MA+45 (E) Salary
1	1	\$36,830	1.1	\$40,513	1.15	\$42,355	1.2	\$44,196	1.25	\$46,038
2	1.05	\$38,672	1.15	\$42,355	1.2	\$44,196	1.25	\$46,038	1.3	\$47,879
3	1.1	\$40,513	1.22	\$44,933	1.25	\$46,038	1.3	\$47,879	1.35	\$49,721
4	1.15	\$42,355	1.26	\$46,406	1.31	\$48,247	1.36	50,089	1.41	\$51,930
5	1.22	\$44,933	1.32	\$48,616	1.37	\$50,457	1.42	\$52,299	1.47	\$54,140
6	1.28	\$47,142	1.39	\$51,194	1.44	\$53,035	1.49	\$54,877	1.54	\$56,718
7	1.34	\$49,352	1.46	\$53,772	1.51	\$55,613	1.56	\$57,455	1.61	\$59,296
8	1.39	\$51,194	1.53	\$56,350	1.58	\$58,191	1.63	\$60,033	1.68	\$61,874
9	1.44	\$53,035	1.61	\$59,296	1.66	\$61,138	1.71	\$62,979	1.76	\$64,821
10	1.49	\$54,877	1.67	\$61,506	1.72	\$63,348	1.77	\$65,189	1.82	\$67,031
11	1.55	\$57,087	1.74	\$64,084	1.79	\$65,926	1.84	\$67,767	1.89	\$69,609
12			1.81	\$66,662	1.87	\$68,872	1.92	\$73,536	1.97	\$72,555
16	1.61	\$59,296	1.86	\$68,504	1.93	\$71,082	1.98	\$72,923	2.03	\$74,765
20	1.67	\$61,506	1.91	\$70,345	1.99	\$73,292	2.04	\$75,133	2.09	\$76,975
24	1.73	\$63,716	1.96	\$72,187	2.05	\$75,502	2.1	\$77,343	2.15	\$79,185
28	1.78	\$65,557	2.01	\$74,028	2.1	\$77,343	2.15	\$79,185	2.2	\$81,026

dm: 2/21/06

**ARTICLE IX, SECTION E. - CALENDAR, HOURS AND ASSIGNMENT**

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 **\$20.00** per teaching period or part thereof for the 2007-08 school year. No teacher will be asked 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 Personnel Office.

**ARTICLE XXV: SECTION B AND C. - GENERAL CONDITIONS OF ADDITIONAL EMPLOYMENT**

Section B. Driver Education Program: The Board and Association mutually agree, that given the unique nature of the driver education program and the shortage of qualified driver education teachers, the driver education pay schedules shall be:

2007-08	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
	\$28.00	\$29.00	\$30.00

Section C. 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:

2007-08	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
	\$18.00	\$19.00	\$20.00

**ARTICLE XXIV: SUPPLEMENTAL CONTRACT SCHEDULE AND CONDITIONS**

**B. Salary for Assignment**

ASSIGNMENT	1	2	3	4	5
Varsity Football	13.50%	14.37%	15.25%	17%	18%
Varsity Asst. Football	8.00%	8.50%	9.00%	10%	11%
JV Football	9.50%	10.00%	10.50%	11%	11.5%
JV Asst. Football	8.00%	8.50%	9.00%	10%	11%
Freshman Football	9.50%	10.00%	10.50%	11%	11.5%
Middle School Skills Building Football	\$300 Lump Sum				
Varsity Basketball	13.50%	14.37%	15.25%	17%	18%
JV Basketball	9.50%	10%	10.50%	11%	11.5%
Freshman Basketball	9.50%	10%	10.50%	11%	11.5%
Middle School Basketball	4.50%	5%	5.50%	6%	7%
Middle School Recreational Basketball	\$450 Lump Sum				
Middle School Skills Building Basketball	\$300 Lump Sum				
Varsity Wrestling	13%	13.50%	14%	14.50%	15%
JV/Freshman Wrestling	7.75%	8.25%	8.75%	9.25%	10.25%
Middle School Wrestling	4.5%	5.00%	5.5%	6.00%	6.5%
Varsity Hockey	13%	13.50%	14%	14.50%	15%
Varsity Swimming	13%	13.50%	14%	14.50%	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%	5.00%	5.5%	6.00%	6.5%
Middle School Assistant Swimming	3.5%	3.75%	4%	4.25%	4.5%
Middle School Diving	2%	2.25%	2.5%	2.75%	3%
Varsity Volleyball	13%	13.50%	14%	14.50%	15%
JV/Freshman Volleyball	7.75%	8.25%	8.75%	9.25%	9.75%
Middle School Volleyball	4.5%	5.00%	5.5%	6.00%	7%
Middle School Recreational Volleyball	\$450 Lump Sum				
Middle School Skills Building Volleyball	\$300 Lump Sum				

ASSIGNMENT	(YEARS OF EXPERIENCE)			
	13%	13.50%	14%	14.50%
Varsity Gymnastics	13%	13.50%	14%	14.50%
Gymnastics Skills	\$650	Lump Sum		15%
Varsity Competitive Cheer	13%	13.50%	14%	14.50%
Sideline Cheer	5.50%	6%	6.50%	7%
Assistant Cheer	3.50%	4%	4.50%	5%
Varsity Baseball	11%	11.50%	12%	12.50%
JV Baseball	6.75%	7.25%	7.75%	8.25%
Freshman Baseball	6.75%	7.25%	7.75%	8.25%
Middle School Skills Building Baseball	\$300	Lump Sum		13.50%
Varsity Softball	11%	11.50%	12%	12.50%
JV Softball	6.75%	7.25%	7.75%	8.25%
Freshman Softball	6.75%	7.25%	7.75%	8.25%
Middle School Girls' Recreational Softball	\$450	Lump Sum		13.50%
Varsity Soccer	11%	11.50%	12%	12.50%
Middle School Soccer	4.5%	5.00%	5.5%	6.00%
Varsity Track	11%	11.50%	12%	12.50%
Assistant Track	7.75%	8.50%	9%	9.50%
Middle School Track	4.50%	5.00%	5.5%	6%
Varsity Cross Country	8%	8.50%	9%	9.50%
Assistant Cross Country	5%	5.50%	6%	6.50%
Middle School Cross Country	4.5%	5.00%	5.5%	6.00%
Varsity Golf	8%	8.50%	9%	9.50%
Assistant Golf	6%	6.50%	7%	7.50%

ASSIGNMENT	(YEARS OF EXPERIENCE)		
Varsity Tennis	8%	8.50%	9%
Assistant Tennis	6%	6.50%	7%
Middle School Tennis	4.5%	5.00%	5.5%
Middle School Skills Building Tennis	\$300 Lump Sum		
Varsity Boys'/Girls' Bowling	8%	8.50%	9%
Varsity Skiing	8%	8.50%	9%
Varsity Water Polo	11%	11.5%	12%
Assistant Water Polo	6%	6.50%	7%
Varsity Crew	11%	11.50%	12%
Assistant Crew	6%	6.50%	7%
Varsity Lacrosse	11%	11.50%	12%
Assistant Lacrosse	6%	6.5%	7%
Head Pom Poms	8%	9.00%	10%
Middle School Events Coordinator	14%	14.5%	15%
Special Olympics	2.50%	3.00%	3.50%
			4%
			4.50%
			11%
			11%
			13%
			8%
			13%
			8%
			13%
			8%
			12%
			16%
			4%
			4.50%

\*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 Football Coach, within the appropriate supplemental schedule and based upon assignment, off-season supervision and conditioning activities. The total compensation for Assistant Football coach positions must be approved by the Athletic Director and the Personnel Office.

\*\*Maximum of 1 "A" team per sport per building. Number of "B" teams per sport per building 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" team and 6 "B" teams apply to Boys and Girls' Basketball and Volleyball only.

	(YEARS OF EXPERIENCE)				
	2	3	4	5	
	7.0%	7.50%	8.00%	8.5%	

**ASSIGNMENT**

	1
<b>MINIMUM OF 4 PERFORMANCES FOR ALL POSITIONS: % of Base</b>	<b>6.5%</b>
H.S. Music Director (Band, Orchestra, Vocal)	3%
H.S. Jazz Director (Band, Orchestra, Vocal)	3%
H.S. Instrumental Solo and Ensemble	1%
H.S. Vocal Solo and Ensemble	4%
H.S. Band Camp (On-Site)	2%
H.S. Band Camp (On-Site)	2%
H.S. Sports Band	1.50%
H.S. Asst. Marching Band (over 100 students)	2%
Color Guard (Both for School Year and Band Camp)	

for each

**MINIMUM OF 3 PERFORMANCES FOR ALL POSITIONS % of Base**

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

**7-8 Directors are considered Co-Directors and % will be split**

**MINIMUM OF 3 PERFORMANCES FOR ALL POSITIONS % of Base**

6th Grade Music (Band, Orchestra, Vocal)	2.75%
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**MINIMUM OF 3 PERFORMANCES FOR ALL POSITIONS % of Base**

K-5 Music Productions	2.75%
K-4 Music Productions	2.75%

Staff assigned to more than one building at the same level are eligible for a proration 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.**

ASSIGNMENT	(YEARS OF EXPERIENCE)				
	1	2	3	4	5
Debate Coach	5.50%	6.50%	7%	7.50%	8%
Forensics Coach	4.50%	5%	5.50%	6%	6.50%
Science Olympiad Coach (2)	4.50%	5%	5.50%	6%	6.50%
High School Musical Director	11%	11.50%	12%	12.50%	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%

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

**Teachers contracted for extra duty that is seasonal in character shall have their pay spread throughout their 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 Personnel Office.

**E. Extra-Curricular Assignments**

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

<u>Position</u>	<u>% of Base</u>
K-6 Student Council	1.50%
7-8 Student Council	3.50%
9-12 Student Council	4.50%
9-12 National Honor Society	3%
(99 or less members)	4%
(100 or more members)	2.50%
Freshman and Sophomore Class Sponsors	3.75%
Junior Class Sponsors (2)	4.50%
Senior Class Sponsors (1.5)	4.50%
Odyssey of the Mind (2)	5%
Federal Challenge	4.50%
Mock Trial Election	4.50%

<u>Position</u>	<u>% of Base</u>
Volunteer Coordinator (2)	4%
Diversity Coordinator	5%
Social Club (2)	2.50%
Diversity Club	2.00%
9-12 Ski Club Advisor	0.50%
7-8 Ski Club Advisor (2 if over 150 students)	3%
5-6 Ski Advisor	0.50%
9-12 School Yearbook Advisor - With Class	3.50%
7-8 School Yearbook Advisor - With Class	1.50%
K-6 School Yearbook Advisor	1.25%
9-12 School Newspaper Advisor With Class	2.50%
7-8 Newspaper Advisor	1.50%
K-6 Newspaper Advisor	1.00%

<u>Position</u>	<u>% of Base</u>
7-8 Play Director	4.50%
7-8 Variety Show Director	4.50%
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 Personnel Office.

<u>Position</u>	<u>% of Base</u>
7-8 Play/Variety Show Support Staff (Maximum of six (6) per school to be divided up between the productions.)	2.75%
K-6 Teacher in Charge	3%
Auditorium Supervisor (Dependent on Job Description)	9%
Driver Education Program Director	13.75%



<u>F. Department Heads/Curriculum Chairs</u>	<u>% of Base</u>
Heads of departments will be paid the following:	
9-12 Departments with less than 8 staff members	3%
9-12 Departments with less than 8 or more staff members	5%
7-8 Department Chairs (6 per building)	4%
7-8 Team Leaders	4%
5-6 Curriculum Chairs (5 per building)	4%
K-4 Department Chairs (4 per building)	4%
K-6 Department Chairs (4 per building)	4%
K-12 Department Chairs (5)	5%

dm: Revised-5/25/04


**LETTER OF AGREEMENT  
BETWEEN  
THE FOREST HILLS BOARD OF EDUCATION  
AND  
THE FOREST HILLS EDUCATION ASSOCIATION (FHEA)**

**Article XXIV: Supplemental Contract Schedule and Conditions**

Based on the recommendation of the joint Forest Hills Board of Education and the Forest Hills Education Association (FHEA) Supplemental Pay Committee, the consistent lack of student athletic participation necessary to field a Freshman Girls' Softball team over the past three (3) years, and the steady increase in student athletic participation in Girls' Varsity Lacrosse warrants a reallocation of monies, the parties mutually agree to eliminate offering Freshman Girls' Softball at all three high schools for the 2005-06 school year and reallocate those funds for a Cooperative Varsity Girls' Lacrosse Coach to be effective for 2006-07. The reallocation of 6.75% to 9.25% (x 3 for all 3 high schools) will be transferred from Freshman Girls' Softball to 11% to 13.5% for the Cooperative Varsity Girls' Lacrosse coaching position. High School students will be informed of the elimination of Freshman Girls' Softball in 2005-06, as well as the offering of a Cooperative Varsity Girls' Lacrosse team for all three high schools for the 2006-07 school year.

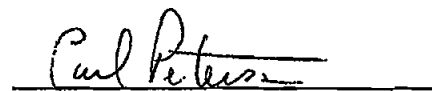
The District Athletic Director will continue to closely monitor student athletic participation and request reallocation of monies based on athletic participation, or lack thereof, making further recommendations for reallocations of funds, if determined necessary, for review and approval by the FHEA Supplemental Committee.


**FOR THE BOARD:**

  
\_\_\_\_\_  
Gloria Graber, Chief Negotiator

  
\_\_\_\_\_  
Tom Walters, District Athletic Director

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
Carl Peterson, Chief Negotiator

  
\_\_\_\_\_  
Thomas Smith, Supplemental Committee  
Chairperson (FHEA)

DATE: 2-15-06

DATE: 2-15-06

/dm  
2/5/06