

# **MASTER AGREEMENT**

**Between**

**FOREST HILLS PUBLIC SCHOOLS BOARD OF EDUCATION**

**and**

**FOREST HILLS MEA-NEA DISTRICT ASSOCIATION**

**2023-2024**



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## **EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

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

### **PREAMBLE**

The Board and the 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 9<sup>th</sup> day of August, 2023, 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: August 9, 2023



## **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, instructional coaches, and content coordinators under contract with the Board, but excluding substitute teachers and those persons with administrative duties totaling to one-half or more administrative time during the regular school year and scheduled school day. The term “teacher” when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined. Additional contract language pertaining to ancillary staff, defined as unit members whose employment is not regulated by the Teachers’ Tenure Act, can be found in Appendix A.

## **ARTICLE II: TEACHER CONTRACTS**

### **A. Issuance of Teaching Contract**

Probationary teachers will be issued a teaching contract by September 15 of each school year. Tenure teachers will not be issued a yearly contract after the year they are placed under a continuing contract. (Refer to Certification Requirements for Employees, Article XX)

### **B. Timelines for Teacher Resignation**

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

### **C. Provisions for Teacher Contract**

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

## **ARTICLE III: PROFESSIONAL PRIVILEGES**

### **A. Professional Privileges**

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

or conditions of employment by reason of his/her membership or non-membership in the Association, his/her participation or non-participation in any lawful activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement with respect to any term or condition of employment.

**B. Right to Invoke Assistance**

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

**C. Use of Facilities**

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

**D. Appropriate Educational Material**

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

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

It is specifically understood that curriculum study committees or any similar committees shall not make recommendations which have an 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. When a request for information concerning an association member is made under the Freedom of Information Act (FOIA), the following process will be followed:

- a. The affected teacher(s) and Association shall be notified immediately of any FOIA request.
- b. A copy of the request as well as the name(s) of the requesting parties, inclusive of communications received by the District, shall be made available to the affected teacher(s) and Association.
- c. The Board and Association agree to confer as to the timeline for release of requested information.
- d. All exemptions to the disclosure and production of information excluded in Section 13 (1) of the Freedom of Information Act (FOIA) shall be honored by the District.
- e. On any documents that may be released under a FOIA request, all exempt information and material must be redacted.

**G. Individual Freedom**

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

**H. Academic Freedom**

The Board and Association endorse the concept of academic freedom and mutually define same as the opportunity and right of teachers and students to freely study, investigate and discuss. Within the Board approved curriculum guidelines pursuant to applicable laws and to this Agreement, teachers shall be free from artificial restraint in their choice of appropriate materials and methodology to achieve the educational goals and objectives of the District. The parties agree to meet promptly at the request of either party to resolve issues related to privacy, non-traditional teaching schedules and/or instructional methods.

**I. Application of Law**

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

**ARTICLE IV: TEACHER PROTECTION**

**A. Classroom Management**

Good order and discipline are necessary for effective teaching. Each teacher is responsible for maintaining such an atmosphere in each of his/her classes. The Board recognizes, however, that through its administrative staff, it must support its teachers in taking all reasonable action, specifically including the Revised School Code and Board Policy #5206 to

maintain proper classroom order and agrees to do so. (Refer to Article IV, Section E – Assault or Threat Upon a Teacher)

**B. Responsibility for Students with Disabilities**

In the event a teacher reasonably believes a student has a disability, the teacher may refer the student to the principal, counselor, or person in charge who shall begin the Child Study Process.

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

**1. Definition of Terms**

- a. Least Restrictive Environment (LRE) legally mandates that “to the maximum extent appropriate, children with disabilities are educated with children without disabilities and that special classes, separate schooling or other removal of students with disabilities from their regular education environment occurs only when the nature and severity of the disability is such that their education in general education classes, with the use of supplementary aids and services cannot be achieved satisfactorily.”
- b. Medically fragile students are those who are chronically ill and/or medical or technology dependent and/or who have life threatening conditions that require immediate medical attention.

**2. Placement of Students**

- a. The parties acknowledge that the policy of Least Restrictive Environment is legally mandated. It is also recognized that the extent to which any student with disabilities should participate in regular education programs and services involves considerations of that student’s unique needs as determined by an Individual Planning Committee.
- b. The District shall ensure that appropriate general education staff is included in the IEP and other related instructional planning involving the placement of special education students in general education classrooms.
- c. Release time shall be provided to staff who are invited to attend an IEP/504 meeting. District planning related to IEP/504 provisions and recommendations shall include input from general education staff. Appropriate information related to the student’s academic, medical, social and emotional needs shall be shared with general education staff invited to participate in the IEP/504 or related meetings.
- d. Following the IEP/504 meeting, appropriate instructional staff shall be provided with appropriate information necessary to coordinate and implement the instructional plan.
- e. Except on a voluntary basis, no teacher shall be required to provide 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 services 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.

**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 which are included as part of a teacher's permanent record shall include the name(s) of the people filing the complaint.
  - a. A teacher's signature and date of the same shall be accepted as verification of due process in respect to the teacher's knowledge of a complaint which may be included in the teacher's file.
  - b. It is agreed that the teacher's signature does not constitute agreement as to the content of the document. Teacher may attach his/her statement to be included in the teacher's file.
  - c. Should a teacher refuse to sign the document, the administration may request the assistance of the building representative to sign and date the document to verify the teacher's knowledge of receipt. A teacher's refusal to sign, acknowledging receipt of the document when requested, may result in discipline for insubordination.
3. All letters of commendation shall be shared with the teacher.

**E. Assault or Threat Upon Teacher**

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

**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 V: SENIORITY

### **A. Accruing Seniority**

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

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

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

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

1. Teachers who hold a valid provisional, professional education, continuing or qualified teaching certificate in a given subject area; and
2. Teachers who have the certification(s) and qualification(s) required by an applicable state and/or federal legislation, regulations or guidelines for the positions held by the teachers.

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

## ARTICLE VI: CLASS SIZE

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

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

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

1. The maximum class size in grades Kindergarten through 6<sup>th</sup> grade (with the exception of the immersion programs which will be placed with 25 students in each K-2 classroom) shall not exceed:
  - a. in grades K-2, twenty-four (24), or
  - b. in grades 3-4, twenty-seven (27), or
  - c. in grades 5-6, twenty-eight (28), or as noted below
  - d. in a split K-3 classroom, twenty-two (22), or
  - e. in a split 4-6 classroom, twenty-four (24), whichever is least

#### Grades 5-6 Classes

• Physical Education	44
• Band	59
• Choir	64
• Music	49
• Orchestra	44
• Computer	28

### 2. K-2 Relief

If enrollment in a class exceeds the maximum class size for more than 50% of the semester, the teacher shall at his or her option, be provided one (1) hour of aide time per day for every student in a classroom over the maximum, or shall be compensated \$750 per student per semester in excess of the class size limits above, with the exception of Kindergarten which will be paid for any student in excess of 23 (exclusive of physical education, band, choir, music, and orchestra which will be prorated based on time spent in the special). The teacher shall, within ten (10) working days, notify the principal of the option selected. If no option is indicated, the teacher shall be assumed to have chosen monetary compensation. The grade level and principal will collaborate on the placement of additional students. It is understood that Spanish and Chinese Immersion programs will continue to place 25 students in each K-2 classroom. Spanish and Chinese Immersion programs will be paid for any students beyond the regular grade level maximums.

3. 3-6 Relief

If enrollment in a class exceeds the maximum class size for more than 50% of the semester, the teacher shall be compensated \$750 per student per semester in excess of the class size limits above (exclusive of physical education, band, choir, music, and orchestra which will be prorated based on time spent in the special). The grade level and principal will collaborate on the placement of additional students.

4. Specials teachers who elect compensation instead of an aide will be compensated a pro rata portion of these amounts, based on the percentage of an instructional week during which a class with enrollment exceeding the limits above is with the specials teacher. The parties recognize that there may be situations in which, despite good faith efforts by the Board, there are no aides who will accept the position available. In such cases, the teacher shall receive monetary compensation.
5. Although it is agreed that a student with disabilities' participation and right to participate in general education programs and services cannot be affected by this agreement, the district does agree to consider how the student with disability's placement will affect instruction.

**B. Grades 7-8 Maximum Class Size**

The maximum class size in grade 7 and 8 shall not exceed:

- Physical Education 44
- Band 79
- Choir 69
- Orchestra 49
- Life Management 29
- Classes other than those specified 29

**C. Grades 9-12 Maximum Class Size**

The maximum class size in grades 9-12 shall not exceed:

- English and Chemistry 29
- Industrial Arts, Vocational Shops and Culinary Arts 26
- Physical Education 49
- Band No Limit
- Choir No Limit
- Orchestra No Limit
- Classes other than those specified 31



**D. Grades 7-12 Relief**

If enrollment in a class(es) exceeds the maximum class size for more than 50% of the semester, the teacher shall be compensated \$150 per student, per hour, per semester in excess of the class size limits above.

Compensation required under Article VI shall be paid no later than January 31 for the first semester classes, and no later than June 30 for second semester classes.

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

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

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

**F. Counselors**

1. Whenever a counselor believes his/her assignment exceeds the guidelines set forth below, he/she, with or without his/her representative, shall communicate with his/her building principal the relief sought and rationale for the same and attempt to resolve the matter.
2. 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 .5 guidance counselor at each K-4 elementary school.
  - a. Variables involved in the comparative assessment of staff assignments shall include but not be limited to total staff and student population served, unique need(s) of the building(s) served, number of buildings served and workload generated by special education law.
  - b. Written requests of concern shall be forwarded by the Director of Student Services and/or building principal to the Assistant Superintendent of Human Resources 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 member's request, an adjustment in assignments, appropriate compensation due to the existence of an overload situation and/or the hiring of additional staff.

3. Placement of Severely Disabled Students in General Education Classroom

General education classrooms attended by students who have been placed in a categorical program (significantly and/or multiply impaired) where an instructional or health care aide has been assigned through an IEP, shall be limited to class size language set forth in Article VI, Section A. In the event that it is necessary to place several severely disabled students from a categorical program 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 IEP.

4. Responsibilities of Instructional Aides

- a. Instructional aides employed by the Board will not be assigned by the Board or its representatives to positions of an instructional nature which are the professional responsibilities of the certified teachers.
- b. Instructional aides assigned due to class size/composition are to be used only for the purpose of assisting their assigned teacher.
- c. Any disputes as to the interpretation of this section shall be resolved by mutual agreement of the chief negotiators for the parties.

**ARTICLE VII: CALENDAR, HOURS AND ASSIGNMENT**

**A. Hours and Assignment**

Teachers shall arrive at school at least twenty-five (25) minutes before the instructional day begins 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. meetings, consultation with counselors and/or special education staff, etc. Questions regarding use of unscheduled time shall be resolved by mutual agreement. All attempts will be made to ensure assigned duties are shared equally among staff members.
2. Each school staff 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. Special arrangements to arrive late or leave early may be made with the building principal.
4. On Fridays and the day preceding school vacation, all teachers may leave when school

buses have vacated the school premises.

**B. Staff Meetings**

Staff meetings are deemed to be a non-instructional responsibility related to the teaching assignment. Staff meetings shall not be held more frequently than two times per month and every two weeks for up to sixty (60) minutes, nor more than seventy-five (75) minutes beyond the beginning or end of the instructional day, unless there are extenuating circumstances or emergencies.

**C. Teacher Relief Time**

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

Recess Scheduling

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 twenty (20) minutes.
3. Duty Schedule: All teachers will participate in the duty schedule as equitably as practicable.
4. In cases of inclement weather when outdoor play is not in the best interest of the students, the principal may assign up to 30% of the staff to aid within the building.
5. It shall be the mutual responsibility of the Association and the Board to make changes necessary to carry out the intent of this plan during the life of this contract.

**D. Teacher Relief Time**

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

**E. Substituting for Another Teacher**

No teacher shall be asked to substitute for another teacher during a conference period or other free time unless necessary. The rate for subbing for another teacher will be calculated by using BA, step 1 hourly rate (salary amount/7 hours per day/184 days). In lieu of monetary compensation, time may be accumulated and used as comp time subject to approval of the building administrator and used within that school year. If a teacher's accumulated comp time is not used before the end of the school year in which it was earned, teachers will be compensated for their time at the rate established above per teaching period or hour.

In the event a substitute cannot be secured for an absent teacher and students are disbursed between building teachers, the teacher(s) that take additional students shall receive

additional compensation at the daily substitute rate divided by the number of teachers that take on the additional students.

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

The instructional time scheduled for specials/encore classes for K-6 elementary students shall be used for planning and conference periods by the K-6 classroom teachers. Specials/encore certified teachers shall have planning and conference periods equal to the classroom teachers. K-6 classroom teachers will escort students to specials/encore classes. In the event that specials/encore certified teachers are absent, a substitute will be provided. If no qualified substitute can be provided, the classroom teacher will be compensated at a rate equal to the rate for substituting for another teacher, per hour or part thereof.

**G. Traveling Between Buildings**

Teachers required to travel between buildings shall not be scheduled to do so during lunch or conference periods except on a voluntary basis. Teachers required to travel between buildings in their teaching assignment, who are receiving planning time and a duty free lunch, as outlined in Article VII, and whose instructional minutes, with travel, surpass the maximum number of instructional minutes for his/her FTE, shall be granted a travel stipend. Compensation for traveling one time during the day between teaching assignments, shall be an annual rate of 5% (.05) of the BA base. A teacher traveling two times during the day between teaching assignments shall receive an annual rate of 10% (.10) of the BA base as a travel stipend. Teachers traveling less than a mile one-way shall not receive the travel stipend but shall receive mileage reimbursement at the current IRS rate. If, in order to provide a teacher with the opportunity to maintain a full 1.0 FTE teaching load, it is necessary to teach in more than one building; and, if travel time interferes with lunch or preparation time, the amount of lost prep or lunch time due to travel will be deducted from the 25 minutes before or after school that teachers are required to work.

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

**1. Compensation, Benefits and Seniority**

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

**2. Duties and Responsibilities**

The parties understand and affirm that it is an individual teacher's professional responsibility to devote additional time to non-instructional duties normally associated

with teaching. As such, staff contracted for less than full-time positions shall share appropriately in the non-instructional duties related to their teaching assignment. It is further understood that:

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

### **3. Signed Agreement/Waivers**

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

requested.

**I. Job Share Responsibilities**

**1. Application**

Two (2) Association members desiring to job-share a full-time teaching position may make a written application no later than April 1 for the next school year to the Assistant Superintendent of Human Resources with a copy provided to their building administrator. The application shall include a written proposal delineating work schedules, methods of communication (e.g., students, parents, administrators, appropriate staff, etc.), duties and division of responsibilities, and other issues and/or considerations as requested by the Assistant Superintendent of Human Resources. The decision to grant or deny a job share request shall be final and not subject to the grievance process.

**2. Restriction and Waivers**

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

**3. Signed Agreement/Waivers**

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

**J. Outside of the School Day Activities**

Elementary Open House/Curriculum night shall be combined into one night. Secondary buildings will offer a Curriculum night. The Open House/Curriculum night is a combined after-school or evening for parents and students. A maximum time of two and one half (2.5) hours may be allocated for this event. Selection of the date for this event shall be made collaboratively between the building administration and staff.

Any building plans that require staff participation prior to the first scheduled work day or in any manner infringe upon the contractual teacher classroom preparation time shall be compensated at the teaching outside of the school day rate (\$23/hour) or comp time (Article VII, Section L. below).

**K. Calendar**

3 PD/Collaboration Days that count as Student Instruction (these days will consist of a maximum of 4 hours of professional learning with the remaining time for teacher collaboration in relation to the professional learning).

**L. Contracted Instructional / Work Days**

The school calendar will be developed in collaboration between the Administration and Association. A minimum of two (2) per semester/four (4) total half days shall be scheduled for the purpose of teacher record marking/student assessments.

As a pilot for the term of this contract, elementary teachers will be responsible for a report card each semester and will not be responsible for progress reports at the 9 week marking periods. Record marking may be completed at home.

Teachers new to the district may be required to participate in orientation meetings beyond the negotiated work year as a condition of their employment.

The parties shall meet in a timely manner to reach mutual agreement as to the scheduling of the work day and work year.

**M. Conferences**

**1. Parent-Teacher Conferences**

The parties agree that the following parameters shall apply:

Parent-teacher conference time (K-12) will be scheduled for 13 hours each year. If a teacher feels more time is needed for his/her individual conferences, the teacher at his or her option can extend the conference schedule, without additional compensation for the extra time deemed necessary.

- a. Using the established building site-based decision-making process, individual buildings have flexibility of scheduling parent-teacher conferences within the parameters set forth herein.
- b. The maximum number of parent-teacher conferences to be scheduled per semester is three (3) sessions. Teachers shall participate in scheduling conference days and times through the building site-based decision-making process.
- c. Evening conferences shall include all time after the normal work day.
- d. Teachers who have an unavoidable conflict during scheduled evening conferences have an option of scheduling an alternate conference time. Written notification to parents of an agreed upon date and time must be approved by the principal and provided to parents.
- e. 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. Compensatory Time (“Comp Time”)**

Any and all “comp time” applications 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 the same. (Refer to Article XXII)

**N. Teaching Load**

The weekly teaching load in the high schools shall not exceed twenty-five (25) assigned instructional periods and five (5) unassigned preparation periods, which the teacher will schedule for parent conferences when requested. The weekly teaching load in the 7-8 middle schools shall not exceed five-sixth (5/6) of the weekly instructional time with one-sixth (1/6) of said time being unassigned preparation time which the teacher will schedule for parent conferences when requested.

The weekly teaching load for all K-6 teachers will include a minimum of 240 minutes of unassigned preparation time, which the teacher will schedule for parent conferences when requested. At least four days per week, preparation periods will be a minimum of thirty (30) consecutive minutes. In addition to the 240 minutes outlined above, elementary teachers will not be required to stay with their students during Media Center time. Every effort will be made to allow each teacher to have a preparation period each day.

Any secondary teacher may volunteer for an overload class to relieve student overcrowding in the classroom.

**O. 7-12 Middle and High School Class Assignments**

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

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

1. On days when school is canceled for students because of extreme weather conditions, no teacher shall be required to work.
2. When school is dismissed during the day due to extreme conditions, 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 unforeseen circumstances such as a loss of power, staff in the affected building(s) shall report or be asked to remain in their building. Should the building not be conducive



to work, an alternate location will be provided for teachers to collaborate on work that meets the Michigan Department of Education guidelines for professional development.

4. When school is delayed, employees should report to work at their regularly scheduled time if conditions are such that they may safely do so.
5. In the event that State mandated hours of instruction are not achieved, affected staff shall be required to work the minimum number of hours/days required with said hours/days being added at the end of the scheduled school year and/or at such time as may be mutually agreed to by the Board and Association.

**Q. Scheduled Holidays**

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

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

**R. Additional Compliance Requirements**

Employees will be required to complete State and Federal mandated training including, but not limited to, blood-borne pathogens, FERPA, and sexual harassment. Training videos will be available to staff no later than their first contracted day back that calendar year.

**ARTICLE VIII: VACANCIES, PROMOTIONS AND TRANSFERS**

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

**ARTICLE IX: LEAVES OF ABSENCE – ILLNESS, PERSONAL, SHORT-TERM & CRITICAL MEDICAL**

**A. Personal Illness or Disability Leave**

All teachers shall be granted ten (10) days of personal illness or disability leave per year. These days will be credited at the beginning of each year and may be used at any time, however, it is understood that such days are earned in proportion to the actual day worked. Personal illness or disability leave shall also include medical situations where the employee's presence

is necessary and/or the situation cannot be handled at any time other than during a school day.

**B. Family Medical Leave Act (FMLA)**

The teacher may use accumulated personal illness or disability leave to substitute for unpaid leave provided under Family and Medical Leave Act of 1993, which allows up to twelve (12) work weeks (sixty (60) work days or parts thereof) of unpaid leave, providing benefits during a contract year for employees that meet eligibility requirements and are currently insured by the district. Five (5) days of personal illness may be used, if available, for paternity leave. FMLA allows employees to take twenty-six (26) weeks of leave to care for a spouse, child, or parent with an illness or injury incurred in the line of active duty with the Armed Forces. Federal law mandates that eligible employees are offered FMLA leave after three (3) consecutive days to care for their own or immediate family members' serious health condition.

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

**C. Non-Immediate Family Funeral**

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

**D. Immediate Family Funeral**

Employees will be granted one (1) day by the District for immediate family bereavement without deduction from sick leave. Four (4) additional days of personal illness may be used, upon notification, for the death in the immediate family.

**E. Arrangements for Additional Leave**

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

**F. Serious Illness / Medical Certification**

Requests for paid leave or unpaid leave for a serious health condition for an employee or to care for the employee's spouse, child or parent who has a serious health condition will require medical certification.

**G. Misuse of Personal Illness Leave**

Teachers who misuse leave time shall not be paid for such time. It is further understood that teachers who have misused leave time will be penalized this amount of time from

their accumulated leave and may be subject to further disciplinary action.

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

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

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

#### **I. Personal Leave**

Each teacher shall be granted three (3) personal leave days per year. All personal days shall be entered into the absence management system and approved by the building principal at least five (5) work days in advance, except in case of emergency or unforeseen circumstance.

1. The Board and Association mutually recognize that the educational process shall take precedence over contractual language in this area. Specifically, classrooms must be adequately staffed. Therefore, as a general guideline, it is agreed that a maximum of 10% of a building staff may be granted personal leave on any given day.
2. Unused personal leave shall accrue to a maximum of four (4) days.
  - a. No teacher shall accrue or use more than four (4) personal leave days per school year.
  - b. Personal leave accrued in excess of four (4) days shall accrue as personal illness leave.
  - c. Personal leave shall not be used on professional learning or collaboration days. Should a teacher take these days off, they will be unpaid days.
  - d. One time per contracted year, one personal day may be used immediately before or after a break period or on a collaboration day. A lottery will be used to ensure that no more than 5% of staff in a given building are absent.
  - e. Should a teacher be prevented from returning to work on the next day of instruction following a break period, for circumstances outside the teacher's control, s/he shall be allowed to use a personal day. Verification of the circumstance must be provided by the teacher to the Assistant Superintendent of Human Resources no later than three days after return to work. If the teacher has exhausted their personal day allocation, the personal day will be deducted from the following year's allocation.

**J. Sub-Deduct Leave**

Requests for up to three (3) additional days of leave for situations not covered above may be directed in writing at least ten (10) work days in advance to the Assistant Superintendent of Human Resources who shall grant requests provided that:

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

**K. Critical Care Leave**

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

1. All personal leave and personal illness leaves have 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 Assistant Superintendent and the FHEA president.
6. Any teacher granted said leave by the above process shall:

- a. Make a 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 one-hundred nineteen (119) – prevailing rate of pay for a long-term substitute teacher.
7. Return to work in a timely manner following recommendation by the physician.

**L. FHEA Sick Leave Bank**

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

**Establishment and Maintenance of Sick Leave Bank**

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

**Criteria for Requesting Donation of Sick Leave Days**

1. Employee's illness or purpose of extended leave of absence is in adherence with approved leaves of absence as outlined under the Family and Medical Leave Act. (Refer to Article IX, Sections B and F)
2. Employee's illness or purpose of extended leave of absence does not qualify under Article

IX, Section K – Critical Care Leave.

3. Employee has exhausted all days in his/her accumulated sick leave bank, including days credited for the current school year.
4. Employee agrees to consider the purchase of Short-Term Disability during the next Open Enrollment period.

#### Process for Requesting Donation of Sick Leave Days

1. Employee requests in writing to the Human Resources Office his/her request for the donation of sick leave days, specifying the purpose of the request, anticipated dates of extended leave of absence, and verification that the criteria listed above are agreed upon.
2. Employee presents a physician's statement to the Human Resources Office, as well as completes and submits the Family and Medical Leave Act documentation to the Human Resources Office.
3. Employee verifies in writing that he/she understands that the maximum number of days that may be provided through the Sick Leave Bank is ten (10) days in one fiscal year.
4. Employee verifies in writing that he/she understand the decision of the Sick Leave Committee is final and binding and is not subject to the grievance process.

#### Approval and Implementation Process

1. The Sick Leave Committee is convened to review requests to determine if criteria and required documentation have been met. The decision of the Sick Leave Committee is final and binding and not subject to the grievance process.
2. The Human Resources Office will notify the employee of approval or denial of the request.
3. No employee will receive more than ten (10) days in a fiscal year, without reauthorization of the Sick Leave Committee.
4. It is understood that a day of pay donated shall be equivalent to a day of pay received, no matter what an employee's placement is on the salary schedule.

The FHEA will use the duration of this contract to draft sick leave bank language to be addressed at future negotiations.

#### **M. Absence Due to Vacations**

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

first day after any holiday or school vacation time.

**N. Teacher's Responsibility for Reporting Absences**

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

**ARTICLE X: LEAVE OF ABSENCES – EXTENDED PERIODS, ASSOCIATION PURPOSES, JURY DUTY, COURT APPEARANCES, PUBLIC OFFICE, AND SPECIAL PURPOSES**

**For all leaves of absence, it is the teacher's responsibility to notify the District in writing by April 15 of their intent to return the following school year. If the teacher does not contact the district by April 15, they shall be considered to have resigned from employment with the District.**

**A. Extended Personal Illness, Child Care or Disability Leaves**

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

1. A teacher returning from leave of more than twelve (12) calendar weeks, but less than one year, shall return from such leave at the start of a quarter and must provide notice of intent to return to work, in writing, no later than April 15 for the fall quarter and December 1 for the spring quarter.
2. During any unpaid leave exceeding twelve (12) calendar weeks and not covered by Family Medical Leave Act, the teacher will be responsible for paying the accounting office each month an amount sufficient to pay the insurance premiums if the teacher chooses to continue coverage.
3. Should the teacher elect to not return to work at the end of the leave for a reason other than the continuation, recurrence or onset of the health condition that gave rise to the leave or for circumstances beyond the control of the staff member, the staff member shall reimburse the district for the health insurance premiums paid by the district during

the leave period.

**B. Association Leave**

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

A teacher shall be released from regular duties without loss of salary, personal leave, or sick leave to participate in meetings of the Michigan Education Association. When representing the Association, written arrangements with the administration must be made in advance. After ten (10) such days, the Association will provide reimbursement for a substitute's pay. No payment of other expenses is to be made by the Board.

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

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

**D. Public Office**

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

**E. Special Leave**

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

**F. Sabbatical Leave**

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

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

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

The committee will be composed of an equal number of representatives from the Association, the Board and the Superintendent or designee. All leaves approved by the



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

**G. Honorary or Fellowship Leave**

The Superintendent may, after consulting with the Association, grant a teacher a one (1) year Honorary or Fellowship Leave. Honorary or Fellowship leaves will be presented to the Board of Education for approval. The decision for approval or denial by the Board of Education is final and binding and is not subject to the grievance process. If approved, the leave will be a maximum of one (1) school year and shall not break continuous employment for seniority or credit on the salary schedule.

**H. Active Military Leave**

A leave of absence shall be automatically granted to an employee who is called up or drafted for active military duty. This provision for leave shall not apply to teachers who are scheduled for boot camp as a result of voluntary enlistment. The employee shall provide the employer as much notice as possible. The duration of the leave shall be for the duration of the involuntary call-up or induction.

1. The employee shall continue the employee's contractual rights as specified below as if the employee was actively working during any leave of absence granted pursuant to the above provisions and continuing through the end of the month following the month in which the period of active duty ends; including but not limited to the following provisions. If the employee's leave is 30 days or fewer, the District will maintain insurance coverage for the employee as required by law with the employee paying the same amount for their insurance as other teachers choosing the same coverage.
  - a. The employee shall have the option of receiving the pay differential between the amount he/she would have received had his/her active employment not been interrupted by active duty, and his/her military pay minus any hardship or combat amounts, OR
  - b. The employer will maintain the employee's insurance coverage as if he/she was actively working for the duration of his/her active duty.

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

- c. Seniority, salary schedule, experience, leave day accrual and all other contractual rights shall continue to accrue as if the employee was actively working for the school district. USERRA allows an employee to serve a total of 5 years of active duty without losing rights to re-employment upon return and upon return, the

employee shall be entitled to the pay rate that he/she reached if his/her employment had not been interrupted.

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

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

**I. Salary Schedule Credit**

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

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

**ARTICLE XI: TEACHER EVALUATIONS**

**A. Personnel File**

Each teacher shall have the right upon written request to review the materials prepared for his/her personnel file by the Forest Hills School District. A representative of the Association may be requested to accompany the teacher in such review. Materials may be removed from a teacher's personnel file after discussions and review with the administrator and with the permission of the administrator. Except as required by law, all other access shall be prohibited.

**B. Mentor Teacher**

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

**ARTICLE XII: GRIEVANCE PROCEDURES**

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

**Step One**

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

grievance shall be filed with the Assistant Superintendent of Human Resources, at Step Two.

### Step Two

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

### Step Three

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

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

### **ARTICLE XIII: JOINT COUNCILS / COMMITTEES**

**A. Representation on Committees**

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

**B. Critical Care Appeal Committee**

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

**C. FHEA Sick Leave Committee**

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

**D. Sabbatical or Fellowship Committee**

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

### **ARTICLE XIV: BOARD RIGHTS**

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

In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Forest Hills School District consistent with community resources, the Board retains and reserves unto itself all

powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law, including by way of illustration:

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

**B. Exceptions**

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

**ARTICLE XV: NEGOTIATION PROCEDURES**

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

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

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

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

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

**ARTICLE XVI: PROVISIONS FOR CONTINUOUS EDUCATION**

**A. Interference with Education**

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

**B. Conflict Resolution**

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

**ARTICLE XVII: PROFESSIONAL COMPENSATION**

A. The salaries of teachers covered by this Agreement are set forth in Article XX, 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 XVIII: PROVISIONS FOR CONTINUOUS EDUCATION**

### **A. Equality of Agreement**

The Association and Board pledge themselves to seek to extend the advantages of public education to every student without regard to race, age, religion, sex (including pregnancy, gender identity, or sexual orientation), color, disability 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. 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.

### **C. 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.

### **D. Site-Based Decision Making**

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

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

### **E. Copies of Agreement**

Copies of this Agreement shall be posted on the district's website either by the first work day of the new contract or within fifteen (15) work days of the completion of the ratification process.

### **F. Student Teacher Placement**

Student teacher placement shall be coordinated through the building and communicated



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

**G. 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.

**H. Emergency Manager**

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

**ARTICLE XIX: EMPLOYEE BENEFITS**

**A. Employee Responsibilities**

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

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

**B. Benefits**

**1. Medical Insurance**

The Board will provide three MESSA medical insurance plans. The District will pay the current medical hard cap for health insurance. On January 1 of each year, the District will adjust the amounts by the medical care component of the CPI (Consumer Price Index). Amounts for part-time employees will be prorated based on their FTE. Any additional cost will be paid by the teacher through payroll deduction. Dependents shall be spouse and dependent children (by birth, legal adoption, or court ordered guardianship) who qualify as dependents with the Internal Revenue Service. During the open enrollment period, employees will have the option of selecting one of the three (3) MESSA plans.

For teachers selecting the MESSA ABC plan, the District will deposit half the IRS deductible

amount in January and the remaining half of the deductible amount in July, provided the teacher has not resigned their employment for the following school year. The amount of the deposit will be included in the total cost of the HSA plan and will be deducted via payroll. If an employee separates employment from the district during the calendar year in which the deposit was made, the employee will be required to pay back the prorated amount of the HSA deposit based on the last date of employment.

#### Insurance Coverage for Less Than Full-Time Teachers

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

### **2. Dental Plan**

The Board will provide MESSA Pak “A” Delta Dental Plan, with the orthodontic rider, for teachers enrolling in the MESSA health/medical coverage.

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

### **3. Vision Insurance**

The Board will provide vision care insurance through MESSA VSP-3 Gold.

### **4. Life Insurance**

The Board will pay the cost of providing \$50,000 term life insurance with double indemnity for accidental death for each teacher in accordance with the terms of the master insurance policy.

For teachers waiving MESSA medical coverage, the Board will pay 100% of the MESSA life and LTD insurance plan.

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

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

### **6. Workers’ Compensation Insurance**

a. The Board will provide Workers’ Compensation insurance.

b. Employees must report job-related injuries to the Human Resources Office within twenty-four (24) hours through completion and submission of the appropriate form.

- c. In cases where an employee is paid benefits under the Workers' Compensation Act, the employee may request deductions on a pro-rata basis from their sick leave accumulation to ensure no difference between the employee's regular straight time wages and the actual benefits paid under the provisions of the said Workers' Compensation benefits, or until such time that the employee's sick leave is exhausted. The employee is responsible for their MIP contribution on reportable Worker's Compensation payments.

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

Provided the teacher notifies the District of their intent to retire by April 15 of their final year of employment, the Board will contribute the following amount for each day of unused sick leave into a 403B account with a Board approved vendor no later than June 30 of the year the employee terminates employment with the district:

- \$25 per day for having accumulated 50-99 sick leave days
- \$45 per day for having accumulated 100-150 sick leave days
- \$65 per day for having accumulated 151-200 sick leave days
- \$75 per day for having accumulated 201+ sick leave days

The teacher must complete their full contract year to receive the payout. The teacher must be eligible and file for retirement through the MPSERS retirement system prior to June 30 to receive the payment.

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

In lieu of subscribing to the Board provided health insurance, a full-time teacher may elect a cash option equal in dollar amount to \$3,500.00. Those employed less than full-time may elect a prorated cash option. Cash in lieu will be disbursed over 24 pay periods and will not be paid on the third pay of the month.

#### **9. Tax Sheltered Annuity**

- a. Employees on step 12 or higher shall receive a \$1,000 off-schedule payment or contribution to a district approved 403b by June 30<sup>th</sup> for remuneration of services performed. The amount is prorated for less than full-time equated teachers.
- b. All employees covered by this Agreement may sign and deliver to the Board at no cost to the employee a form authorizing payroll deduction for a tax sheltered annuity through a Board approved vendor.

#### **10. Flexible Spending Accounts**

Employees may elect to establish a flexible spending account through their benefit election form during open enrollment. Flexible spending accounts allow participants to use pre-tax dollars for qualified medical expenses, dependent care expenses and employer sponsored medical-related insurance premiums. The flexible medical account is not available to employees selecting the ABC Health plan. The company that

oversees/handles Forest Hills flexible spending accounts is called Basic. It is the employee's responsibility to submit claims directly to Basic for processing their reimbursements. An employee may elect any amount up to the maximum allowable limit.

It is important to note that according to IRS regulations, employee contributions to a flexible spending account that are not used by the end of the plan year are forfeited. When an employee elects to sign up for a flexible spending account, the amount selected is deducted out of their pay during the eighteen (18) pay deduction period. The eighteen (18) pay spread normally runs from the first pay in October through the first pay in June of each school year.

#### **11. Insurance Coverage Upon Leave / Termination**

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

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

#### **12. Tuition Reimbursement**

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

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

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

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

Teachers on step 12 and higher are not eligible for tuition reimbursement.

##### **a. Qualifications**

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

- Course work may not interfere with the employee’s regular assignment.
  - Any employee eligible to receive tuition reimbursement must return to Board employment prior to payment.
- b. Course Approval
- A request for reimbursement must be made in writing to the Assistant Superintendent of Human Resources at least ten (10) days prior to the beginning of the course. Such a request must include the course number, name and description, date and the name of the university or college offering the course.
  - Such course(s) must be for college undergraduate credit, graduate credit or workshop equivalent in college undergraduate or graduate credit.
  - The course(s) must be related to the employee’s regular assignment, the administrator’s judgment of relevancy is final and binding and is not subject to the grievance procedure.
  - Approval or disapproval shall be submitted to the employee in writing from the office of the Assistant Superintendent of Human Resources.
- c. Tuition Reimbursement Application Procedures
- Pre-approval of the course(s) must be obtained.
  - The employee must satisfactorily complete the course(s) with a passing grade of “C” or better.
  - The employee must submit the tuition receipt or proof of payment to the Human Resources office for payment and authorization.
  - The Business Office shall make payment according to its procedures and IRS law.

**13. 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.

**14. 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 if they do not receive a travel stipend.

**ARTICLE XX: SALARY SCHEDULE AND CONDITIONS**

If an individual receives an effective or highly effective rating, there will be a vertical step advancement on the salary schedule. If an individual receives a minimally effective evaluation rating for two consecutive years, there will be no vertical step advancement on the salary schedule. If an individual receives an ineffective evaluation rating for one year, there will be no vertical step advancement on the salary schedule.

Eligibility for a vertical step advancement on the salary schedule may be appealed to a review panel. The review panel will consist of seven individuals: three chosen by the District, three chosen by the Association, and one mutually agreed upon by both the District and Association. The decision by the review panel shall be made by June 30<sup>th</sup> of each year.

**A. For the 2023-2024 year**

1. Step will be granted
2. 3% increase on the salary schedule
3. \$500 off-schedule payment to be paid the second pay in December
3. Revised salary schedule with plateau relief at steps 13-28

**B. Certification Requirements for Employees**

Each new employee or employee transferred to a position requiring changed certification, who reports to work at the beginning of the school year, shall file certification materials including transcripts, letter from college or university verifying requirements have been met or a certificate, with the Assistant Superintendent of Human Resources no later than August 1 of each school year. In the event the employee does not comply with the above, his/her personal contract will be revoked unless such time is extended by mutual agreement between the employee and the Assistant Superintendent of Human Resources provided the delay in submission of the material is beyond the control of the employee.

**C. Initial Placement on the Salary Schedule**

Any advanced hours must be earned after an initial teaching certificate is awarded in order to be credited on the salary schedule, except for those itinerant staff members whose Master's degrees leading to certification require more than thirty (30) hours, in which event the bargaining unit member's educational record will be evaluated at the time of initial employment and credit shall be given, in accordance with university requirements, for those hours required by the university in excess of thirty (30) hours.

For teachers whose certification requires a Master's degree, for example counselors, the teacher will be placed on the Masters' column. This does not apply to teachers who attained teacher certification through a Master's program or teachers who had Master's degrees prior to gaining teacher certification.

Current itinerant staff who upon hire did not receive credit on the salary schedule for additional credits required for their degree will be re-evaluated and moved to the appropriate column. Their step shall be adjusted to the lowest step on the salary schedule that will ensure

that the staff member's compensation is not reduced as a result of the column change.

**D. MA + 15**

To qualify for placement on the MA+15 salary schedule, a teacher must have earned fifteen (15) semester hours after the issuance of the Master's degree. Fifteen (15) semester hours of the total graduate credit must be in the teaching major, teaching minor, teaching assignment or courses approved, in writing, by the Assistant Superintendent for Human Resources.

**E. MA + 30**

A teacher must have earned thirty (30) semester hours after the issuance of a Master's degree. Thirty (30) semester hours of the total graduate credit must be in the teaching major, teaching minor, teaching assignment or courses approved, in writing, by the Assistant Superintendent for Human Resources.

**F. MA + 45**

A teacher must have earned forty-five (45) semester hours after the issuance of a Master's degree. Forty-five (45) semester hours of the total graduate credit must be in the teaching major, teaching minor, teaching assignment or courses approved, in writing, by the Assistant Superintendent for Human Resources.

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

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

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

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

1. Undergraduate courses may be credited upon prior written approval from the Assistant Superintendent of Human Resources.
2. State Continuing Education Clock Hours (SCECHs) credit shall be given for salary schedule advancement if:
  - a. The workshop/class has been certified as meeting SCECHs criteria by the Kent Intermediate School District (KISD) or the Forest Hills Superintendent of Schools.
  - b. A SCECHs certificate of completion is sent to the Human Resources Office indicating the date, workshop, topic or class, the number of SCECHs credits and an authorized signature.
  - c. The teacher's participation in the workshop/class for SCECHs credit will be during non-contract work hours.

- d. A staff member cannot receive both college credit (graduate or under-graduate) and SCECHs credit.
- e. Thirty (30) SCECHs will be equivalent to one (1) semester hour for advancement on the salary schedule.

**I. Military or Peace Corps Experience**

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

**J. Movement on Salary Schedule**

All moves shall be initiated by a written request from the teacher to the Assistant Superintendent of Human Resources and be followed by an official transcript. Compensation for horizontal movement on the salary schedule shall be adjusted on the first pay date of each semester provided the teacher has submitted required documentation of additional credits at least three weeks prior to the start of the semester. Unofficial transcripts or official notification of course completion from the University will be accepted for advancement on the salary schedule provided official transcripts are submitted to the Human Resources office by October 1<sup>st</sup> for fall semester and February 1<sup>st</sup> for winter semester. Should official transcripts not be submitted as required, the teacher shall return to their prior placement on the salary schedule and additional compensation paid will be deducted from the teacher's remaining pays. Pay will not be retroactive for failure by the teacher to submit a written request for advancement on the salary schedule within the same school year.

**K. 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.

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

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

- Such overloads shall be offered first to qualified teachers in the same building, who meet Highly Qualified requirements having first right of refusal.
- Assignment of a teacher to an overload assignment shall be agreed upon by the building principal, the chairperson of the affected department (or another teacher from the department if the chair desires the overload position), and an Association building representative from that building. Assignments determined by that group shall not be subject to the grievance process.



**M. District-Directed Professional Learning**

If an individual attends 2 days (12 hours) of district-directed professional learning outside of the 184 teacher workdays or contracted work hours, he/she will receive a \$500 stipend. If an individual attends 1 day (6 hours) of district-directed professional learning outside of the 184 teacher workdays or contracted work hours, he/she will receive a \$250 stipend.

- There will be no prorated payments
- District defined professional learning opportunities, not determined at the building level
- The stipend will be paid on the last pay date in June

**N. 2023-2024 Salary Schedule**

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>
	01	02	03	04	05
<b>1</b>	\$45,626	\$49,951	\$52,116	\$54,278	\$56,443
<b>2</b>	\$47,789	\$52,116	\$54,278	\$56,443	\$58,604
<b>3</b>	\$49,951	\$55,144	\$56,443	\$58,604	\$60,768
<b>4</b>	\$52,116	\$56,876	\$59,037	\$61,202	\$63,366
<b>5</b>	\$55,144	\$59,470	\$61,634	\$63,798	\$65,959
<b>6</b>	\$57,741	\$62,497	\$64,662	\$66,825	\$68,990
<b>7</b>	\$60,335	\$65,528	\$67,691	\$69,855	\$72,018
<b>8</b>	\$62,497	\$68,557	\$70,721	\$72,883	\$75,046
<b>9</b>	\$64,662	\$72,018	\$74,180	\$76,345	\$78,507
<b>10</b>	\$66,825	\$74,613	\$76,777	\$78,940	\$81,105
<b>11</b>	\$69,423	\$77,642	\$79,806	\$81,969	\$84,131
<b>12</b>	\$69,942	\$80,673	\$83,266	\$85,428	\$87,594
<b>13</b>	\$70,461	\$81,213	\$83,915	\$86,078	\$88,243
<b>14</b>	\$70,979	\$81,753	\$84,564	\$86,728	\$88,892
<b>15</b>	\$71,499	\$82,294	\$85,212	\$87,377	\$89,540
<b>16</b>	\$72,018	\$82,834	\$85,861	\$88,027	\$90,189
<b>17</b>	\$72,667	\$83,374	\$86,511	\$88,676	\$90,838
<b>18</b>	\$73,315	\$83,915	\$87,161	\$89,325	\$91,488
<b>19</b>	\$73,964	\$84,456	\$87,811	\$89,974	\$92,137
<b>20</b>	\$74,613	\$84,997	\$88,459	\$90,622	\$92,785

<b>21</b>	\$75,262	\$85,538	\$89,108	\$91,271	\$93,434
<b>22</b>	\$75,912	\$86,079	\$89,757	\$91,920	\$94,083
<b>23</b>	\$76,561	\$86,621	\$90,405	\$92,569	\$94,733
<b>24</b>	\$77,210	\$87,162	\$91,054	\$93,217	\$95,382
<b>25</b>	\$77,751	\$87,702	\$91,595	\$93,759	\$95,922
<b>26</b>	\$78,292	\$88,243	\$92,136	\$94,300	\$96,463
<b>27</b>	\$78,833	\$88,784	\$92,696	\$94,841	\$97,003
<b>28</b>	\$79,374	\$89,325	\$93,217	\$95,382	\$97,543

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

**A. Conditions for Issuance of Supplement Contract**

The following is a schedule base of BA, Step 1 for the indicated special activity which takes place outside the teaching day. Credit may be given at the District's discretion for experience in the same assignment in another school system or for a subordinate assignment in the same activity within the Forest Hills system.

**B. Salary for Assignment**

ASSIGNMENT	(Years of Experience)				
	1	2	3	4	5
Varsity Football	13.5%	14.375%	15.25%	17%	18%
Varsity Asst. Football	8%	8.5%	9%	10%	11%
JV Football	9.5%	10%	10.5%	11%	11.5%
JV Asst. Football	8%	8.5%	9%	10%	11%
Freshman Football	9.5%	10%	10.5%	11%	11.5%
Middle School Skills	\$300 Lump Sum				
Building Football					
Varsity Basketball	13.5%	14.375%	15.25%	17%	18%
JV Basketball	9.5%	10%	10.5%	11%	11.5%
Freshman Basketball	9.5%	10%	10.5%	11%	11.5%
Middle School Basketball	4.25%	4.75%	5.25%	5.75%	6.75%
Middle School Recreational BB	\$450 Lump Sum				
Middle School Skills Bldg. BB	\$300 Lump Sum				
Varsity Wrestling	13%	13.5%	14%	14.5%	15.5%
JV/Freshman Wrestling	7.75%	8.25%	8.75%	9.25%	10.25%
Middle School Wrestling	4.5%	5%	5.5%	6%	6.5%
Varsity Hockey	13%	13.5%	14%	14.5%	15%
Varsity Swimming	13%	13.5%	14%	14.5%	15%
Assistant Swimming	7.75%	8.25%	8.75%	9.25%	9.75%
Varsity Diving Coach	7.75%	8.25%	8.75%	9.25%	9.75%
Middle School Swimming	4.5%	5%	5.5%	6%	6.5%

Middle School Asst. Swimming	3.5%	3.75%	4%	4.25%	4.5%
Middle School Diving	2%	2.25%	2.5%	2.75%	3%
Varsity Volleyball	13%	13.5%	14%	14.5%	15%
JV/Freshman Volleyball	7.75%	8.25%	8.75%	9.25%	9.75%
Middle School Volleyball	4.25%	4.75%	5.25%	5.75%	6.75%
Middle School Recreational VB	\$450 Lump Sum				
Middle School Skills Bldg. VB	\$300 Lump Sum				

One Head JV and one Head Freshman Football position, as well as a maximum of six (6) additional assistant football coaching positions' compensation will be recommended by the Head Varsity Coach, within the appropriate supplemental schedule and based upon assignment, off-season supervision and conditional activities. The total compensation for Asst. Football coach positions must be approved by the Athletic Supervisor and the Human Resources Office. At the middle school level a maximum of 1 "A" team per sport per building. Number of "B" teams per sport per bldg., will be determined by administration based on student participation, but not to exceed 6 "B" teams per sport (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
Varsity Gymnastics	13%	13.5%	14%	14.5%	15%
Assistant Gymnastics	4.5%	5%	5.5%	6%	6.5%
Gymnastic Skills	\$650 Lump Sum				
Varsity Competitive Cheer	13%	13.5%	14%	14.5%	15%
Sideline Cheer	5.5%	6%	6.5%	7%	7.5%
Assistant Cheer	\$650 Lump Sum				
Varsity Baseball	11%	11.5%	12%	12.5%	13.5%
JV Baseball	6.75%	7.25%	7.75%	8.25%	9.25%
Freshman Baseball	6.75%	7.25%	7.75%	8.25%	9.25%
Middle Sch. Skills Bldg. Baseball	\$300 Lump Sum				
Varsity Softball	11%	11.5%	12%	12.5%	13.5%
JV Softball	6.75%	7.25%	7.75%	8.25%	9.25%
Freshman Softball	6.75%	7.25%	7.75%	8.25%	9.25%
Middle School Recreational Baseball	\$450 Lump Sum				
Varsity Soccer	11%	11.5%	12%	12.5%	13.5%
Assistant Soccer	7.75%	8.50%	9%	9.5%	10.25%
Varsity Track	11%	11.5%	12%	12.5%	13.5%
Assistant Track	7.75%	8.5%	9%	9.5%	10.25%
Middle School Track	4.5%	5%	5.5%	6%	6.50%
Varsity Cross Country	8%	8.5%	9%	9.5%	11%
Assistant Cross Country	5%	5.5%	6%	6.5%	7%
Middle School Cross Country	4.5%	5%	5.5%	6%	6.5%

Varsity Golf	8%	8.5%	9%	9.5%	11%
Assistant Golf	6%	6.5%	7%	7.5%	8%
Varsity Tennis	8%	8.5%	9%	9.5%	11%
Assistant Tennis	6%	6.5%	7%	7.5%	8%
Middle School Tennis	4.5%	5%	5.5%	6%	6.5%
Middle School Skills Bldg. Tennis	\$300 Lump Sum				
Varsity Boys'/Girls' Bowling	8%	8.5%	9%	9.5%	11%
Varsity Skiing	8%	8.5%	9%	9.5%	11%
Assistant Skiing	5%	5.5%	6%	6.5%	
Varsity Water Polo	11%	11.5%	12%	12.5%	13%
Assistant Water Polo	6%	6.5%	7%	7.5%	8%
Varsity Crew	11%	11.5%	12%	12.5%	13%
Assistant Crew	6%	6.5%	7%	7.5%	8%
Varsity Lacrosse	11%	11.5%	12%	12.5%	13%
Assistant Lacrosse	6%	6.5%	7%	7.5%	8%
	<b>(Years of Experience)</b>				
<b>ASSIGNMENT</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Dance Team	8%	9%	10%	11%	12%
Middle School Events Coordinator	14%	14.5%	15%	15.5%	16%
Special Olympics	2.5%	3%	3.5%	4%	4.5%

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

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

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

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

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

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

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

	% of Base
6 <sup>th</sup> Grade Music Director (Band, Orchestra, Vocal)	2.75%

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

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

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

**C. Compensation Teaching Load in Excess of 1.0 FTE for Extra Duty**

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

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

**D. Process for Validating Supplemental Contract**

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

**E. Extra-Curricular Assignments**

The following positions are to be compensated at the following percentage of the base.

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

	% of Base
7-8 Play Director	4.5%
7-8 Variety Show Director	3%
9-12 Variety Show Support Staff (maximum 2 positions)	2%
9-12 Play/Musical Support Staff (maximum 10 positions)	2.75%

	% of Base
7-8 Play/Variety Show Support Staff	2%

Maximum of two (2) per school to be divided between the productions.

	<b>% of Base</b>
Auditorium Supervisor (Dependent upon Job Description)	9%

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

	<b>% of Base</b>
Odyssey of the Mind - 1 coordinator per attendance area (Central, Northern, Eastern)	3%
Mock Trial Election	4%
International Model U.N.	4%
DECA	2.5%
Volunteer Coordinator (2)	4%
Diversity Coordinator	5%
Diversity Club	2%
K-6 Teacher In Charge	3%
Middle School Mathcounts	\$700 Lump Sum
5-12 Club Teams (2 per building)	\$350 Lump Sum
9-12 Ski Club Advisor	.50%
7-8 Ski Club Advisor	3%
5-6 Ski Club Advisor	.50%
K-6 Student Council	1.5%
7-8 Student Council	3.5%
9-12 Student Council	4.5%
9-12 National Honor Society (99 or less members)	3%
9-12 National Honor Society (100 or more members)	4%
Special Education 9-12 Testing Coordinator – 1 per High School	3%

	<b>% of Base</b>
Freshman Class Sponsor	2.5%
Sophomore Class Sponsor	2.5%
Junior Class Sponsor (2)	3.75%
Senior Class Sponsor (2)	4.5%
9-12 Yearbook Advisor with Class	3.5%
7-8 Yearbook Advisor with Class	1.5%
K-6 Yearbook Advisor	1.25%
9-12 School Newspaper Advisor with Class	2.5%
7-8 School Newspaper Advisor with Class	1.5%
K-6 School Newspaper Advisor	1%
Club Sponsors – Stipend for teachers who oversee Principal-approved clubs (must meet or have activities outside the school day)	\$450 stipend
K-12 Instructional Leadership Team Members	4%
• K-4 building – 6 positions	
• K-5 building – 7 positions	

• 5-6 building – 6 positions	
• Middle School – 6 positions	
• High School – 7 positions	
Instructional Technology Resource Teachers	1.5% if 2 per building or 2.5% if 1 per building

**F. Assignment Not Subject to Tenure**

Work performed under a supplement contract is not subject to tenure and assignment of individual teachers to such duties is discretionary with the Board.

**G. Fulfillment of Contract**

The fulfillment of these contracts can be in addition to the work day as defined in Article IX Leave of Absence, Section A.

**H. Board’s Right to Establish Additional Positions**

The Board has the right to establish additional positions and issue payment of supplemental contracts for any duties during the term of this Agreement and shall inform the Association president and chief negotiator.

**ARTICLE XXII: GENERAL CONDITIONS OF ADDITIONAL EMPLOYMENT**

**A. Parameters / Additional Employment**

The Board and Association do mutually understand and agree without precedent or prejudice to any future negotiations and specifically as may be related to any consideration of extension or significant restructuring of the current work year, calendar or schedule that the following conditions of employment shall apply to the above cited portions of the current Master Agreement.

1. Staff who by past practice and/or nature of their teaching assignment have been requested by the Board to work in his/her regular assignment beyond the contracted number of days shall be offered an extended contract and compensated at their scheduled per diem hourly rate. Compensation for time worked after July 1 shall be at the new rate.

**Flex Time**

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

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

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

**B. Teaching Outside Contracted School Year**

The Board and Association do mutually agree that duties outside the regular contract school year and not included in other sections of this Agreement, such as adult education, summer curriculum study committees, shall be \$23.00 per hour.

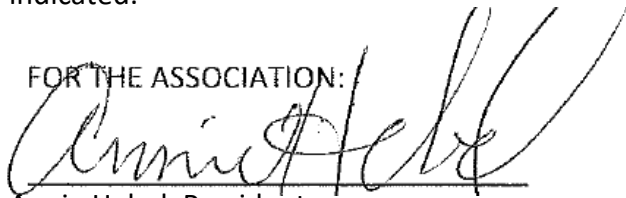
Student Lunch Supervision to be paid at the rate for teaching outside of the school year (\$23.00 per hour) and prorated as necessary.



**ARTICLE XXIII: DURATION**

This Agreement shall be effective from August 9, 2023 through June 30, 2024. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

FOR THE ASSOCIATION:

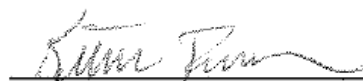


Annie Hebel, President  
Forest Hills MEA-NEA  
District Association



Cortney Kittridge-Cook, Chief Negotiator  
Forest Hills MEA-NEA  
District Association

FOR THE BOARD OF EDUCATION:



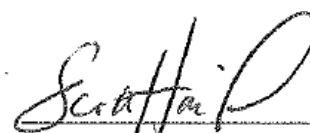
Kristen Fauson, President  
Forest Hills Public Schools  
Board of Education



Christine Annese  
Assistant Superintendent for HR  
Forest Hills Public Schools



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



Scott Haid  
Assistant Superintendent for  
Instruction  
Forest Hills Public Schools

Adopted by the Board: August 9, 2023

## APPENDIX A

### ARTICLE I: EMPLOYEES NOT SUBJECT TO THE TEACHERS' TENURE ACT CONTRACTS

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

The Board, by the end of the school year, will distribute notices of intent to employees not subject to the Teachers' Tenure Act of their assignment for the coming school year. Such notices will include the employees not subject to the Teachers' Tenure Act 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 employees not subject to the Teachers' Tenure Act will be notified as soon as possible. This appendix pertains only to those employees defined in Article 1 (Recognition) whose employment is not regulated by the Teachers' Tenure Acts' Tenure Act.

### ARTICLE II: PROFESSIONAL PRIVILEGES

#### **A. Individual Freedom**

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

#### **B. Academic Freedom**

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

### ARTICLE III: SENIORITY

Realizing that maintenance of staff is both desirable and necessary for a well-run school, and further realizing that at some time it may be necessary to decrease the number of employees not subject to the Teachers' Tenure Acts in the System, the following steps shall be followed:

#### **A. Non-School Year Layoffs**

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

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

**B. School Year Layoffs**

Subject to the requirements of the Tenure Act, when the decision to reduce the workforce for the upcoming school year occurs after August 1 or the date of the actual reduction is during the school year, the reduction in workforce shall be implemented by identifying the position which is to be eliminated and placing the affected employees not subject to the Teachers' Tenure Act into a position which is occupied by the employees not subject to the Teachers' Tenure Act with the least seniority for which the affected employees not subject to the Teachers' Tenure Act is fully qualified and fully certified to teach in. If there is no position held by a less senior employee not subject to the Teachers' Tenure Act for which the affected employees not subject to the Teachers' Tenure Act is fully qualified and fully certified, he/she will be laid off. In addition, a more senior employee not subject to the

Teachers' Tenure Act whose assignment is reduced in time shall have the right to exercise his/her seniority in order to maintain his/her previous work hours by bumping into a position which is occupied by the employees not subject to the Teachers' Tenure Act with the least seniority, for which the more senior employees not subject to the Teachers' Tenure Act is fully qualified and fully certified to teach in. At no time shall a employee not subject to the Teachers' Tenure Act be laid off due to hiring of new personnel in the same field as the employees not subject to the Teachers' Tenure Act or in a field that the employees not subject to the Teachers' Tenure Act is qualified as defined in Article VI, Section E.

**C. Voluntary Layoffs**

The parties agree to allow voluntary layoffs in those situations where a employee not subject to the Teachers' Tenure Act is willing to accept a layoff rather than exercising his/her seniority rights to a position. All voluntary layoffs shall be in accordance with the following:

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

**D. Drawing Lots**

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

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

**E. Retaining Qualified / Certified Seniority**

A person who has been laid off retains his/her qualified seniority until offered re-employment in the area in which he/she is certified and qualified at the time of layoff. If the certification and qualification of a non-probationary employees not subject to the Teachers' Tenure Act with more than five (5) years of experience changes during layoff due to additional coursework taken, he/she will be offered the next open position for this area of certification and qualification. No employees not subject to the Teachers' Tenure Act will be asked to submit a letter of resignation during the layoff period.

**F. Recall**

Subject to the requirements of the Tenure Act, recall of employees not subject to the Teachers' Tenure Acts shall follow the procedure listed below:

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

When the decision to recall a employee not subject to the Teachers' Tenure Act for the upcoming school year occurs on or before August 1, the Board will reassign more senior staff to ensure that the most senior employee not subject to the Teachers' Tenure Act on layoff is recalled, provided such reassignment allows for the position for which the most senior employee not subject to the Teachers' Tenure Act on layoff is fully qualified and fully certified.

**2. School Year Recall:**

When the decision to recall a employee not subject to the Teachers' Tenure Act for the upcoming school year occurs after August 1 or the date of actual recall is during the school year, recall shall be on the basis of seniority to available positions provided the most senior employee not subject to the Teachers' Tenure Act is fully qualified and fully certified for the position to which he/she is being recalled without any reassignment of staff.

**3. Recall – General:**

The recall provisions of this Article shall take precedence over the provisions of Article VIII, Vacancies, Promotions and Transfers.

No new employee not subject to the Teachers' Tenure Acts will be employed by the Board while there are bargaining unit members who are laid off unless none of the bargaining unit members who are laid off are fully qualified and fully certified to fill the position.

Notice of recall shall be sent by certified mail (signature required) to the employees not subject to the Teachers' Tenure Act's last known address, with a copy to the Association president. It shall be the responsibility of the employees not subject to the Teachers' Tenure Act to maintain a current address with the Human Resources Office.

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

4. To regain qualified status for a position held by a less senior qualified employee not subject to the Teachers' Tenure Act, an employee not subject to the Teachers' Tenure Act who has been laid off, shall by May 1 of the school year following the layoff notice, provide requisite documentation of successful or anticipated completion of academic training with an approved employee not subject to the Teachers' Tenure Act preparation program to the Human Resources office. Failure to comply with the provisions set forth in this Section shall result in continued layoff.

Staff positions will not be eliminated after September 1 of a given school year unless financial emergencies dictate a necessary reduction in staff. Financial emergencies include an unforeseen reduction in State Aid.

The Board shall give no less than thirty (30) days notice to the Association and the employee not subject to the Teachers' Tenure Act being laid off.

#### **ARTICLE IV: CALENDAR, HOURS AND ASSIGNMENT**

##### **Open House / Curriculum Night(s)**

The parties commit to continuing the process of assessing current practice, exploring and piloting alternatives and making further changes deemed mutually appropriate as an extension of their problem-solving efforts.

#### **ARTICLE V: VACANCIES, PROMOTIONS AND TRANSFERS**

- A. Whenever an employee not subject to the Teachers' Tenure Act is interested in being considered for assignment to any professional position in the district, he/she shall file written notice of his/her interest to the Assistant Superintendent of Human Resources. The Board declares its intention to give full consideration to present staff members in all vacancies in which they have expressed an interest.
  1. It is agreed that any vacancy occurring during the current school year shall only be filled on a temporary basis for the remainder of that school year. By May 1 of each year, a list of all vacancies shall be posted in a designated area in each administrative unit. Any employee not subject to the Teachers' Tenure Act with proper qualifications may, within seven (7) calendar days of May 1 and all subsequent postings until August 1 of each year, apply for and shall be granted an interview before such vacancy is filled, with the exception of when reductions in grade levels/subject areas occur in a building allowing first right of refusal to displaced staff for any open positions in his/her individual building. Vacant positions will be posted for three (3) work days after August 1 and prior to the first reported student instructional day of each year.

2. Any employees not subject to the Teachers' Tenure Act requesting transfer between administrative units shall notify the Assistant Superintendent of Human Resources by April 30 for transfer in the subsequent year. Involuntary transfers within a building will occur prior to extending consideration to voluntary transfer requests. Before vacancies are filled, the qualifications of each employees not subject to the Teachers' Tenure Act who has requested transfer shall be reviewed.
  3. It is agreed that any employees not subject to the Teachers' Tenure Act making a 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 employees not subject to the Teachers' Tenure Act on leave of absence or layoff status with the claim to the position.
- B. Since the frequent transfer of employees not subject to the Teachers' Tenure Act from one school and/or grade level to another is disruptive to the educational process and interferes with optimum employees not subject to the Teachers' Tenure Act performance, the parties agree that unrequested transfers of employees not subject to the Teachers' Tenure Act are to be minimized.

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

**A. Extended Personal Illness, Child Care or Disability Leaves**

1. If the leave is of a duration of twelve (12) weeks or less, the employee not subject to the Teachers' Tenure Act shall notify the Assistant Superintendent of Human Resources and will be returned to the same position upon return from leave.
2. An employee not subject to the Teachers' Tenure Act returning from a leave of more than twelve (12) calendar weeks, but less than one year, shall return from such leave at the start of a quarter and shall be returned to the first available position for which he/she is qualified. Notice of intent to return must be submitted, in writing, no later than April 30 for the fall quarter and December 1 for the spring quarter.
3. In the event of a miscarriage or death of the child, such leave may be terminated and the employee not subject to the Teachers' Tenure Act shall be returned to their original position or the first available position for which the employees not subject to the Teachers' Tenure Act is qualified, depending on the timeline involved.

**B. Association Leave**

Upon return from such leave, the employee not subject to the Teachers' Tenure Act shall be assigned to his/her former position or equivalent position if either is available, provided that the employee not subject to the Teachers' Tenure Act is able to perform the duties required by the position and provided the employee not subject to the Teachers' Tenure Act gives notice no later than April 30 of intent to return the following school year.

**C. Public Office**

Upon return from such leave, the employee not subject to the Teachers' Tenure Act shall be assigned to his/her former position or equivalent position if either is available and provided always that the employee not subject to the Teachers' Tenure Act is able to perform the duties required by the position, provided the employee not subject to the Teachers' Tenure Act gives notice on intent to return the following school year no later than April 30.

**ARTICLE VII: EMPLOYEES NOT SUBJECT TO THE TEACHERS' TENURE ACT EVALUATIONS**

**A. Monitoring and Observations**

All monitoring and observing of the work of an employee not subject to the Teachers' Tenure Act shall be conducted openly and with knowledge of the employees not subject to the Teachers' Tenure Act. Closed circuit television, public address, audio systems and/or similar surveillance devices shall not be used for such purposes.

**B. Just Cause**

No employee not subject to the Teachers' Tenure Act shall be disciplined or reprimanded without just cause. Any such action shall be subject to the grievance procedure hereinafter set forth, provided that cases within the jurisdiction of the State Tenure Commission shall not be subject to arbitration nor those cases involving the Board's decision not to rehire a probationary employee.

**C. Public Office**

First year probationary employees not subject to the Teachers' Tenure Act 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 employees not subject to the Teachers' Tenure Act shall be observed at least two (2) times during the school year, provided their evaluation the previous year was satisfactory. There shall be at least sixty (60) calendar days between the first and last observation. Second, third and fourth year probationary employees not subject to the Teachers' Tenure Act who received one (1) or more unsatisfactory (u) rating(s) the previous year shall be evaluated using the schedule for first year probationary employees



not subject to the Teachers' Tenure Act. 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 employee not subject to the Teachers' Tenure Act and the principal. All observations shall be reduced to writing and a copy given to the employee not subject to the Teachers' Tenure Act 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 employee not subject to the Teachers' Tenure Act's work and shall confer with the employee not subject to the Teachers' Tenure Act concerning this evaluation. The employee not subject to the Teachers' Tenure Act shall acknowledge receipt of the evaluation by signing the original copy. A duplicate copy shall be furnished to the employee not subject to the Teachers' Tenure Act at the time of the evaluation.

#### **D. Tenure Employees not subject to the Teachers' Tenure Act Evaluation Timelines**

Each tenure employee not subject to the Teachers' Tenure Act shall be evaluated once every three (3) years unless he/she received one (1) or more unsatisfactory (u) ratings on his/her previous evaluation. It is an administrative option to implement the I.D.P. for tenured teachers who have received one (1) or more "Needs Improvement" rating. It is further agreed that:

1. The Human Resources Office will determine the initial rotation cycle for evaluation of employees not subject to the Teachers' Tenure Acts in their building.
2. A probationary employee not subject to the Teachers' Tenure Act moving to tenure status shall be evaluated their first year on tenure.
3. An employee not subject to the Teachers' Tenure Act 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 employee not subject to the Teachers' Tenure Act 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 employee not subject to the Teachers' Tenure Act is evaluated, he/she shall have at least two (2) formal classroom observations of no less than twenty (20) consecutive minutes and at least sixty (60) calendar days between the two (2) classroom observations. The final observation shall be conducted no later than May 15 of the year of the evaluation. Each formal observation shall be summarized in writing on the observation worksheet with a copy signed by the employee not subject to the Teachers' Tenure Act and administrator within fifteen (15) work days of the observation; the employee not subject to the Teachers' Tenure Act shall receive a copy of the completed observation worksheet.

6. If the evaluation process (final evaluation and conference between the administrator and the employee not subject to the Teachers' Tenure Act) is not completed by May 15, the administrator shall notify the employee not subject to the Teachers' Tenure Act and the Assistant Superintendent of Human Resources, in writing, concerning the reason for the late evaluation and the anticipated completion date.
7. During the two (2) years that a tenure employee not subject to the Teachers' Tenure Act 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 an employee not subject to the Teachers' Tenure Act 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 employee not subject to the Teachers' Tenure Act.
9. The Board shall at all times retain its right and responsibility to intervene for just cause if a problem arises during the year and develop an IDP.
10. During the "Pilot System" of employees not subject to the Teachers' Tenure Act evaluations, there may be a necessity for changes which will be mutually addressed and agreed upon by both parties as issues occur.

**E. Process for Disagreeing with Evaluation**

Each written evaluation of employees not subject to the Teachers' Tenure Act shall be followed by a personal conference between the employees not subject to the Teachers' Tenure Act and his/her evaluator for purposes of clarifying the written evaluation report. If the employee not subject to the Teachers' Tenure Act disagrees with an evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

Within fifteen (15) work days, thereafter, the employee not subject to the Teachers' Tenure Act may file with the Superintendent a response to the evaluation statement with a copy to the principal involved. Before making his/her recommendation to the Board with respect to such an employee not subject to the Teachers' Tenure Act, the Superintendent may arrange a conference with the employee not subject to the Teachers' Tenure Act.

It is agreed that the content of an evaluation may not be grieved. However, violations of the agreed upon evaluation procedure, timelines and/or process may be grieved and the relief sought may include changes in and/or the exclusion of the evaluation content.

## **ARTICLE VIII: JOINT COUNCILS/COMMITTEES**

### **Employees not subject to the Teachers' Tenure Act Evaluation Committee**

- A. It is understood that evaluation criteria and procedures under Article XIII will be established in the following manner.
- B. An evaluation committee composed of at least five (5) K-12 representatives, including a representative for specials and Student Services, selected by the FHEA president and an equivalent or less number of administrative representatives selected by the Superintendent or his designee, will be charged to reach mutual agreement upon evaluation criteria and procedures to be used in connection with evaluation. The evaluation plan as agreed upon by the committee will be submitted to the Superintendent for presentation to the Board for its action. No employees not subject to the Teachers' Tenure Act shall be evaluated in a class that he/she is not qualified to teach.
- C. All forms, guides and procedures as agreed to by the employees not subject to the Teachers' Tenure Act Evaluation Committee are herein incorporated and shall be made available on the District Office Staff Portal and/or shall be presented to the individual employee not subject to the Teachers' Tenure Act 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 employees not subject to the Teachers' Tenure Act's receipt of the same.

## **ARTICLE VIX: GOOD FAITH BARGAINING/PROBLEM-SOLVING**

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

## **ARTICLE X: GENERAL CONDITIONS OF ADDITIONAL EMPLOYMENT**

### **Parameters/Additional Employment**

Employment shall be posted and limited to current Association members except in those situations where:

1. There exists no certified Association applicant.
2. The applicant's current job assignment evaluation is less than satisfactory.
3. The applicant's previous supplemental employment has been deemed to be unsatisfactory.

**ARTICLE XI: LETTER OF UNDERSTANDING**

Letter of Understanding  
By and Between  
The Forest Hills Public School District (The District)  
And  
The Forest Hills MEA-NEA District Association (the Association)  
July 27, 2023

The Forest Hills Board of Education and the Forest Hills Education Association agreed to step freezes in previous contract settlements. It is understood that the language in the resulting contracts regarding longevity was not altered to be consistent with the tentative agreement and intent of negotiations.

It is agreed that this and previous wage agreements take into consideration historical freezes in steps and as such, the Association agrees to withdraw its grievance, case number 01-23-0000-6796, related to placement on steps with prejudice and agrees that this tentative agreement settles the matters raised in the grievance.

  
For the District:  

For the Association: