

**MASTER CONTRACT  
FOREST AREA COMMUNITY SCHOOLS**

**AGREEMENT BETWEEN**

**FOREST AREA  
BOARD OF EDUCATION**

**AND**

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**FOREST AREA EDUCATION ASSOCIATION**

**October 16, 2017**

**to**

**June 30, 2020**

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**ARTICLE 1**  
**RECOGNITION**

- A. The Forest Area Community Schools Board of Education hereby recognizes the Forest Area Education Association as defined in act 336 of the Public Acts of Michigan of 1947, as amended, for all certified professional teachers, but excluding the superintendent, principals, all other supervisors, preschool teachers, substitutes, and all other employees as the exclusive and sole bargaining representative for all certified personnel, whether under contract or on leave. The term teacher hereafter in this agreement shall refer to all employees represented by the Association in the bargaining unit as above defined. References to male teachers shall include female teachers.

The term "certified professional personnel" shall mean those professional personnel which are certified by the Department of Education, State of Michigan, and whose employment is regulated by the Teachers' Tenure Act.

- B. The Board agrees not to negotiate with any teachers or organization other than the Association for the duration of this agreement.
- C. This agreement shall supersede all other agreements. Further, any individual contract between a bargaining unit member and the Board previously executed or signed shall be subject to and consistent with the terms and conditions of this Agreement, this Agreement shall be controlling.

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**ARTICLE 2**  
**ASSOCIATION AND TEACHER RIGHTS**

- A. The Board will inform the Association of any new or modified fiscal, budgetary, tax programs, construction programs or major revision of educational policy which have been proposed. The Association will be given the opportunity, if it requests the opportunity, to make its views known to the Board with respect to said matters prior to adoption and/or general publication. It is not the intent of the Association to impede Board functions.
- B. The Board agrees that it will not discourage, deprive, coerce or harass any teacher in the enjoyment of any rights conferred by the common and statutory laws and the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to any matter subject to the terms of this agreement by reason of membership or participation in the activities of the Association.

The Association agrees that it shall not discourage, deprive, coerce, harass or discriminate against any employee of the Board of Education with respect to the enjoyment of any rights conferred by the laws of the Constitution of Michigan and the United States. The Association agrees that it will not discriminate based upon membership or non-membership in the Association.

- C. The provision of this agreement, including wages, hours, terms and conditions of employment, shall be applied in a manner which is not arbitrary or discriminatory, and without regard to race, religion, color, origin, sex, or marital status.
- D. The Association and its members shall have the right of reasonable use of school buildings, equipment internet, e-mail, and facilities when scheduled, with the approval of the administration. The Association

and its members agree to reimburse the District for costs (excluding rental costs) associated with this use.

- E. The teachers, administration and Board will share in the responsibility of working with students to reduce misconduct and/or anti-social behavior.
- F. All communications directed to a teacher in the course of his professional duties are of a personal nature unrelated to his/her professional duties shall be kept confidential and not be disclosed, except with the consent of said teacher, be disclosed to anyone, including but not limited to any school administrator, parent or guardian, unless said disclosure has been determined to be required by law. In addition, confidential communications including student records information accessible to teachers shall not be disclosed except in conformance with state or federal law.
- G. The Association shall have the right to post notices of activities and matters directly pertaining to Association business on designated bulletin boards, at least one of which shall be provided in each building or facility to which bargaining unit members may be assigned. The Association may use, to the extent permitted by law, the internal document delivery service of the employer, without U.S. Postage, and employee mailboxes for communications to bargaining unit members.

**ARTICLE 3**  
**RIGHTS AND DUTIES OF THE BOARD**

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General Schools Laws, or any other laws or regulations. Except as specifically stated by this Agreement, all rights, powers and authority the Board had prior to this Agreement are retained by the Board.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by the way of limitation, the right to:
  - 1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.
  - 2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling.
  - 3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees in accordance with the Articles contained in this Agreement.
  - 4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distribution, dissemination, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on

the work including automation or contracting of non- instructional services thereof, or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt rules and regulations.
  6. Determine the qualifications of employees, including physical conditions as provided by law.
  7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
  8. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
  9. Determine the financial policies, including all accounting procedures.
  10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
  11. Determine the policy affecting the selection, testing or training of employees.
  12. To hire all employees, to determine their qualifications and conditions for their continued employment.
  13. To establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc. by employees including special programs.
  14. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees and said rules and regulations are not subject to the grievance procedure.
  15. To determine and re-determine job content.
- C. There is exclusively reserved to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitutions of the State of Michigan and the United States, or which have heretofore been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the rights, among others, to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of secretaries and their working conditions, which are not inconsistent with the provisions of this Agreement or violations of law. It is further recognized that the Board, in meeting such responsibilities and exercising its powers and rights, acts through its administrative staff.

- D. Subject to the provisions of this agreement and Public Act 379 of the Public Acts of 1965, the school district reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.

**ARTICLE 4**  
**SPECIAL STUDENT PROGRAMS**

- A. The parties recognize that children having severe physical, mental and emotional problems may require specialized classroom experience and that their presence in the regular classroom may interfere with the normal instructional program and place an extraordinary demand upon the teacher. Mainstreamed students shall be defined as those students placed into the special education process through an Individual Education Planning Committee (IEPC) evaluation.
- B. Any pupil who is determined by consultation with appropriate qualified professional people to be incapable of adjusting to the regular classroom will be temporarily removed from such classroom and the teacher or teachers shall be involved in the decision of how the child shall be assisted.
- C. Under the previous provisions there will be established a resource or categorical room to accommodate those students specifically placed in that programming as the result of an IEPC in accordance with the special education rules of the State of Michigan. This resource/categorical room will be staffed by a trained and certified Special Education teacher.

D. Directional Statement

While the parties acknowledge the policy of Least Restrictive Environment (LRE) is legally mandated, they also recognize the extent to which any individual student eligible under IDEA should participate in regular education programs and services must be appropriate to that student's unique needs determined by an Individual Educational Planning Committee (IEPC). The Board and Association acknowledge that least restrictive environment mainstreaming of special education students is legally mandated and intended in the best educational interest of the student.

Prior to the actual placement of a main streamed student within the classroom, the administration shall whenever possible provide awareness information to the affected teacher to help promote a school climate that is receptive to the placement and to maximize the potential of the mainstreamed student while minimizing possible areas of concern. The Board agrees to provide, when mutually agreed upon, information and/or training for the regular education teacher who the child has been assigned to regarding appropriate instructional techniques and behavioral management for dealing with varying physical, mental and emotional problems of the mainstreamed students.

The parties agree to coordinate the planning and programs of Special and General Education for students eligible for services under IDEA to best meet the needs of the child, including training to meet the needs of the students assigned. It is further acknowledged and recognized that the general education classroom teachers and the appropriate special education teachers are jointly responsible for implementation of the Individualized Education Plan (IEP) and for attending to the educational needs of special education students assigned to the general education teacher's class.

E. Calling IEPC

If any teacher regularly employed at Forest Area advises the Employer, in writing, of a reasonable basis of belief that a handicapped student's current IEPC is not meeting the needs of the child, the employer shall meet and confer with the staff members involved in the special and general educational programs for that child. An IEPC shall be called as necessary to comply with educational program changes required to meet the educational needs of the child.

The teacher of record, the teacher who will be providing the majority of instructional or other services to a mainstreamed student in a regular education class, shall participate in the student's IEPC. If the teacher is not identified prior to the IEPC, a meeting will be convened with the teacher to review the IEPC. Such meeting will be arranged through consultation with the teacher as soon as possible.

F. IEPC Training/Information

Appropriate in-service training shall be provided to the staff for the purpose of being knowledgeable with reference to IEPC processes and responsibilities of the participants.

G. No bargaining unit member shall be required to provide services relating to the practice of medicine or nursing including dispensing medication except in an emergency. Training in the delivery of emergency health services will be provided as necessary to the special education and general education teachers who work with students requiring health services on a periodic basis.

H. The employer agrees to use a team approach when making student placement assignments in classes (K-5) elementary regular education classrooms. Example: The first grade teachers, the counselor, and the special education teacher shall assist the second grade teachers in preparing the proposed second grade class lists for the subsequent year. The makeup of the class lists shall attempt to achieve an equitable distribution of academic ability and socioeconomic background of students. If inclusive education students are grouped into a single class of an elementary grade level the other students with special needs in that grade level, will be distributed in an equitable manner among the remaining sections of that grade level, subject to the requirements for programming and services set forth in a student's IEP. Proposed class lists will require final approval of administration. Students that are enrolled or qualify after class assignments have been made will be placed in classrooms as deemed appropriate by the administration.

I. The employer agrees to work with the 6-12 teaching staff in creating placement assignments that maximize educational opportunities for students with special needs. Proposed class lists will require final approval of administration. Students that are enrolled or qualify after class assignments have been made will be placed in classrooms as deemed appropriate by the administration.

J. The parties agree that in order to maximize the effectiveness of special education consultants that meet with district classroom teachers that teachers in Forest Area need advance notice in order to prepare for such a meeting. The employer agrees to require these consultants to provide teachers with at least one (1) days' notice of when they would like to meet with the teacher and further agree that the special consultants will meet with these teachers on their scheduled preparation time when possible.

K. If requested, each special education teacher shall receive, in addition to his/her daily planning time, one (1) additional planning period per month to assist him/her in accomplishing the additional reporting, planning, and goal setting for special education students.

**ARTICLE 5**  
**TEACHING CONDITIONS**

- A. All teachers concerned shall be consulted before students are added or transferred from previously assigned classes following the first marking period of the year.
- B. The Board recognizes that appropriate instructional supplies such as but not limited to: texts, library references, maps, gloves, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests, and similar materials are tools of the teaching profession. The Board agrees to provide a preliminary budget amount for each elementary teacher or high school department for the purchasing of these items. This preliminary budget amount will be provided to staff members not later than May so they may order supplies for the following year. All items purchased under the budget will be with administration approval.
- C. The Board shall make available adequate lunchroom, restroom, lavatory facilities and off-street parking for the teachers' use and one room shall be used as a faculty lounge wherever and whenever available space can be found.
- D. A teacher contractual day shall be no longer than seven (7) hours fifteen (15) minutes, of which only a ten (10) day total of 4,350 contract minutes will be used for teacher-student contact time of which shall exclude 910 minutes for secondary and 990 minutes for primary on non-student contact time, totaling 3,440 minutes of student contact time. The following definitions will be used in discussing teaching hours:

Contractual Work Day shall be the required time spent on the job, which presently is defined as seven (7) hours fifteen (15) minutes.

Teacher student contact teaching time shall be that time of day the teacher is required to teach. Staff shall assist with monitoring of the school halls between classes, unless otherwise assigned or engaged in work related activities.

Teacher prep time shall be defined as a period of contiguous time of no less than fifteen (15) minutes for which a teacher may use to complete tasks in preparation for student instruction.

Restricted Comp Time/Day shall be defined as earned paid leave that may be used in-lieu of a sick day or personal day. Restricted Comp Time/Days may not be used for leave days adjacent to holidays, school breaks, or days school is not scheduled. Restricted Comp Time/Days may not be used on days PD (Professional Development) has been scheduled.

Unrestricted Comp Time/Day shall be defined as earned paid leave that may be used in-lieu of a sick day or personal day. Unrestricted Comp Time/Days may be used for leave days adjacent to holidays, school breaks, or days school is not scheduled. Three (3) days notice must be given to the administration in writing prior to using Unrestricted Comp Time/Days.

Contracted service time shall be that time which is not defined as duty free time or teacher student contact teaching time. It would include teacher preparation time as well as time before and after the student day. Any teacher may voluntarily choose to give up some of this time to teach or monitor students. It is possible that some of this time may be used by a teacher to travel between buildings.



1. A teacher will be at his teaching station ten (10) minutes before the first class hour. When conferences are scheduled with parents and other persons interested in the welfare of the child, teachers shall remain until the conference has been completed. All parties involved in a conference shall be notified prior to the conference being scheduled for the purpose of ensuring that attendance by all parties is possible.
2. The normal ten (10) day teaching load shall consist of 3,440 instructional minutes for all teachers. All teachers' (elementary and secondary) total planning time shall be equal to the extent possible over a ten (10) day period. In case of an emergency, any teacher may forego his planning period to substitute for a teacher who is absent. If the administration is unable to obtain a volunteer to substitute for an absent teacher during his/her planning period, they may assign a teacher to do so on a rotating basis among teachers during each class period. Furthermore, it is understood that volunteers will be sought prior to any such assignment. In this event, reimbursement will be according to that established in the Salary Schedule B.
3. If action is required to comply with the state requirement regarding clock hours of instructional time, the Board and Association will meet to adjust the above mentioned times in order to comply with the state requirements.
4. The parties recognize that student-teacher contact time is subject to adjustments so that the District satisfies the minimum requirements of the Revised School Code and State School Aid Act for full receipt of foundation allowances and other appropriations. Furthermore, the parties shall work together to meet the minimum requirements of the State School Aid Act and the Revised School Code to ensure full receipt of foundation allowances and other appropriations.
5. A teacher teaching an extra class in lieu of a preparation period shall receive one-sixth (1/6) their contractual salary on a pro rata basis. Such a teaching position shall be posted as a vacancy and filled on a voluntary basis with an individual that is certified and qualified for the position. If no one on staff meets the certification and/or qualifications, then the District may seek non-bargaining unit members to fill the vacancy.
6. Teachers (including special education, specialist teachers, counselors, lead teachers, wherever/whenever possible) may be asked to volunteer for short term, fractional, or intermittent supervisory duties, such as supervising activities of students during breakfast, lunch, recess, or other non-instructional like duties. Such duty will be done on a rotating basis should more teachers volunteer than are needed. Compensation or restricted comp time will be earned by these teachers at the rate of three (3) twenty (20) minute periods equaling one (1) hour of restricted comp time. Compensation shall be at the rate of ten dollars (\$10.00) for each 20 minute period worked. An individual who supervises 395 minutes shall be entitled to a restricted comp day, if compensatory time is elected. If there are insufficient volunteers, the administration will initiate a rotation schedule, beginning with the teachers having common periods. The rotation schedule shall start with the least senior staff member who has spent the least amount of time on supervisory duty and rotate through all staff having a common a period. The Administration and the Association will cooperate in the implementation of rotations. All teaching staff that work said supervisory duties in a scheduled work week shall sign a form provided by the administration prior to

departure from the building on the last scheduled work day of that week for payroll purposes. The staff member's signature shall indicate compensation or restricted comp time for the worked duties.

7. To meet minimum State requirements for student instruction time, in order for the District to receive full financial aid, kindergarten teachers may be required to work additional days or hours. Payment for additional days worked to meet State required hours of instruction shall be based on the teacher's per diem rate. The per diem rate shall be calculated as the annual contractual salary for one full school year of work for student session days and teacher in-service days divided by the total number of days scheduled for student sessions and teacher in-service for that school year. Example: In 2009-2010 a beginning teacher at \$34,973 would have divided that wage by 183 student and in-service days. Any calculation of a workday on an hourly basis shall use a contracted workday of seven (7) hours and twenty (20) minutes as a full day.
- E. All teachers in the elementary schools shall be entitled to a duty-free lunch period of at least forty (40) minutes. All teachers in the high and middle school shall be entitled to a duty free lunch period of at least thirty-five (35) minutes.
- F. No departure from these norms shall be made, except in the case of an emergency or by mutual consent.
- G. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective education program. The Board will continue its efforts to keep classes at an acceptable number as dictated by the availability of space, qualified teachers, the financial conditions of the district, and the best interests of the district's students. When the class size in grades K-5 reaches 28, or in grades 6-12 reaches thirty (30), or in physical education reaches forty (40), or in high school band reaches forty (40), the following shall be considered in a meeting between the Administration and the Association: It is understood by the parties that the Administration and the Association will consider options such as, but not limited to: balancing class loads, hiring an aide or a mutually agreeable remedy. Should the lack of classroom availability or other special circumstances such as lack of adequate funding make it impossible to meet the class sizes listed above, the Board may, after consultation with the Association exceed the class size limits.
- H. There will be established a specific day for mandatory teacher staff meeting with the administration to be held before or after school, agenda to be posted 3 days in advance (exception: emergencies). A schedule of such meetings shall be posted in the office and a copy provided to each teacher with the understanding that the Administration reserves the right to cancel meetings. At least three (3) days notice in writing to the Association shall be given in the event of a cancellation or change of date of this meeting, except in emergency situations in which case it will be rescheduled at the earliest possible date. A professional development day (6 ½ hours) may be utilized at the beginning or end of any teacher work day in one hour or more increments. A staff member who is unable to attend or is absent from a scheduled professional development day without prior authorization will be required to certify that they have made up the requisite number of hours of professional development through the utilization of State, ISD, or Association provided professional development offerings. Staff will not be entitled to reimbursement for any costs associated with State, ISD, or Association provided professional development incurred as a requirement of this provision.
- I. If at all possible, the span of multi-graded rooms will consist of only two (2) consecutive grade levels. When the class size in the multi-graded room K-2 reaches twenty (20) students and twenty-four (24) in

the 3-5 grade spans, the parties shall meet and confer.

## ARTICLE 6

### ILLNESS, DISABILITY, FUNERAL LEAVE AND PROFESSIONAL ADVANCEMENT

- A. At the beginning of each school year, each teacher shall be credited with twelve (12) days of sick leave allowance. The leave days may be taken by a teacher for the following reasons and subject to the following conditions.
1. Personal Illness or Disability: The teacher may use all or any portion of his leave to recover from his own illness or disability. The teacher should make every attempt to notify the appropriate individual(s) of such impending absence by 6:00 a.m. or earlier via electronic WillSub.
  2. Medical or Nursing Care: The teacher may take up to three (3) days to make arrangements for medical or nursing care for a member of his immediate family (mother, father, sister, brother, spouse, children of employee or spouse or someone permanently living within the household that is considered to be in the role of one of the above) who are ill or disabled.
  3. Illness in the Immediate Family: The teacher may take any or all of his sick leave to care of his family members who are ill or disabled.
  4. Personal Business: The teacher may use up to two (2) days of his sick leave days as personal business days. Three (3) days notice must be given to the administration writing prior to using a business day. In case of emergency, such notification shall be made at the earliest possible time. No personal business days may be taken on days adjacent to holidays, school breaks, or days school is not scheduled, except in emergency cases agreed on by the administration
  5. Any person sick or disabled for more than three (3) consecutive days may be required to submit a doctor's statement, at the discretion of the administration, attesting to the illness or disability.
  6. Three (3) days will be set aside as Association Days not to exceed two (2) people in any one (1) day. The Association will either pay for the substitute of a teacher using one of these days or cover (without compensation) that person's classes during planning periods.
  7. Teachers in their first year of employment with Forest Area Schools are eligible to accrue sick leave as follows:
    - a. On the first workday they shall receive three (3) days sick leave available to them.
    - b. On the first workday of the month for the balance of the school year the individual shall receive one (1) additional sick day to a maximum of twelve (12) total days allowed per full school year.
    - c. In an emergency or prolonged illness of the staff member a new staff member shall be allowed to use their first six (6) days of sick leave prior to accumulation without the loss of compensation provided they return the "used but not earned days" to the district as they are earned. Repeated illness/emergencies of the staff member during their first year of employment shall not permit them to "owe" the district more than six (6) days at any one time without loss of compensation.
    - d. Teachers hired after the start of the school year shall have the total of twelve (12) days prorated for their portion of the school year worked based on the above process: Three (3)

days initially and one (1) day per month thereafter for the school year.

- e. The mutual interpretation involves the accrual of sick leave each year. The Board and the Association agree that the above cited section of the Master Agreement shall only apply to the district's teachers during their first year of employment. The Board and the Association further agree that once a teacher has completed their first year of employment with the district that sick leave accrual shall be as specified in the first sentence of Article 8 paragraph A. (i.e., credited with 12 days sick leave allowance).
- B. At the beginning of each semester, the Board will furnish each teacher with a written statement setting forth the teacher's total sick leave credit. Chargeable sick leave shall be in one hour increments. If coverage for individual hours cannot be filled within the building the teacher will be required to use ½ day of sick leave. Teacher half days shall be considered half of the teacher's scheduled work day at either the beginning or end of the day.
- C. Teachers may use up to five (5) days of their sick leave for deaths in the immediate family. Additional days may be requested and, if approved by the administration, charged to his sick leave. Additional funerals may be attended on approval and charged to the teacher's sick leave. Teachers shall be allowed up to one (1) of the above five (5) days for non-family funeral attendance.
- D. A teacher who is unable to teach because of personal illness or disability and who has exhausted all their accumulated sick leave available shall be granted a leave of absence without pay for the duration of the illness or disabilities of up to one (1) year. The leave may be extended by the Board upon written request of the teacher.
- E. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, and the Board shall pay to such teacher the difference between his salary and the benefits received under the Michigan Workman's Compensation Act, for a maximum of one year. After one (1) year the difference in payments between worker's compensation and regular pay permitted under this paragraph shall be charged as a prorated amount against the individual's sick leave days. Example: If the difference in payment amounts represented for five (5) days represents a total of one (1) sick leave day, then for every five (5) such days one (1) day would be charged against sick leave.
- F. A minimum of ten (10) days will be made available to the teaching staff to use as professional days. - This time will be used for observation in other classrooms at other schools, and to attend workshops and conferences that will aid the teacher in improving his teaching. The teacher's administrator shall make the decision as to whether the day is allowed. The Board shall also provide a fund to reimburse teachers for reasonable charges incurred, such as registration, meals, and transportation. The Board shall receive an itemized account of these charges and pay that portion it deems reasonable.
- G. A policy shall be followed for times when a principal is not present in school. This policy will determine who is in charge and what procedure to follow in case of an emergency. If it is anticipated that the principal will be out of the district for more than four (4) hours, and an administrator is not available to replace the principal, a teaching staff member will be approached to act as principal that day. If they agree to do so, a substitute will be hired for the teacher acting as principal.
- H. A teacher may request non-paid leave once every two (2) school years for a maximum of five (5) consecutive school days. No more than two (2) requests shall be granted annually on a first come first

served basis. The five (5) consecutive days may be used in conjunction with a school non-session period if appropriate substitutes can be secured. The five (5) day unpaid leave will be deducted from the individual's accumulated sick leave total. Board paid insurance benefits will continue during the five (5) days of absence.

## **ARTICLE 7** **PUBLIC BUSINESS**

If a teacher is summoned to jury duty or school related witness duty and services, they will be paid their normal salary less the amount received for jury/witness duty service. The teacher must furnish proof of service and compensation received. Teachers shall submit their jury/witness duty compensation, minus expense amount, to the school district.

## **ARTICLE 8** **EVALUATION OF TEACHERS**

- A.
1. The Board and Association realize that a new teacher will need help and orientation to be an effective teacher in the Forest Area Community Schools. The parties agree that providing Mentor Teachers for probationary teachers needing a mentor is an essential practice and further agree to cooperate in providing this assistance. A teacher in their first three (3) years of teaching will be assigned a Mentor Teacher.
    - a. A Mentor Teacher shall perform the duties of a Master Teacher as specified in the code. The Mentor Teacher may be a member of the bargaining unit.
    - b. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor teacher by the Administration or Association by mutual consent at no cost to the district. The intent of a Mentor assignment will be for three years unless either party requests a change. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
    - c. A Mentor Teacher shall be assigned in accordance with the following:
      1. The Mentor Teacher, if from the bargaining unit, shall be a tenured member of the bargaining unit.
      2. Participation as a mentor teacher shall be voluntary.
      3. The Administration and/or the Association shall be notified when a potential Mentor Teacher is matched with a bargaining unit member (Mentee). This assignment should be finalized on the Mentee's first day of work.
      4. Every effort shall be made to match the Mentor Teachers and Mentees who work in the same building and have the same area of certification.
      5. The Mentee shall only be assigned to one mentor teacher at a time.
      6. In the event that the number of mentees outnumbers the number of mentors, the District may request that some of the mentors accept more than one mentee, or the parties agree that the district may seek assistance of a mutually agreeable qualified person.
    - d. Upon mutual agreement, the administration shall make available reasonable release time

[up to one (1) hour per week] so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday. Where possible (during class scheduling times when the administration knows that a mentor and mentee are in need of common preparation times) the Mentor teacher and Mentee shall be assigned common preparation time.

- e. As a condition of continued employment, each probationary teacher subject to the professional development requirements of the Revised School Code (or its successor provisions) shall complete those requirements within the time provided by statute. The Board shall attempt to schedule Professional Development within the parameters of the regular workday and year. It is understood by the parties that should it be necessary to schedule such training outside the regular work day or work year that the affected bargaining unit member will be paid \$100 per day. The Board shall not be obligated to compensate the probationary teacher, other than wages discussed above, for either the time connected with completion of these requirements or for other associated costs such as enrollment, course and/or registration fees.
- B. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material and, in no instance, shall said signature be interpreted to mean agreement with the content of the material. If a teacher would like material removed from his file, he may request a hearing of the Board and Administration to consider and act on the matter.
- C. Each teacher shall have the right upon request to review the contents of his personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

## **ARTICLE 9**

### **REDUCTION AND CONSOLIDATION**

- A. Seniority: New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
- B. The term seniority as hereinafter used shall be length of continuous service with the Forest Area Community Schools Board of Education from the first date of hire. Leaves of absence granted pursuant to this contract shall not constitute interruption in continuous service. Credit given for outside teaching experience in a school district shall not be continuous for the purpose of accumulated seniority, but shall serve to reduce the probationary period in accordance with the provisions in the Tenure Act.
- C. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and shall secondly be determined by years of continuous employment.
- D. Any teacher who attains tenure shall have seniority from the first date of hire. A teacher shall lose seniority rights if they retire, resign, are discharged, or fail to return from an approved leave of absence within three (3) working days of the scheduled date to return to work without a valid excuse.
- E. The Board of Education shall prepare a seniority list and transmit an electronic copy of the same to the

Association on or before the 30<sup>th</sup> day of September.

**ARTICLE 10**  
**SCHOOL CALENDAR**

- A. For the term of this agreement, the school calendar shall be set forth in Appendix A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.
- B. Parent-Teacher conferences shall be no longer than eight (8) hours cumulatively per parent-teacher conference. The schedule for parent-teacher conferences shall be determined by building administrator and building staff through mutual consent.

**ARTICLE 11**  
**PROFESSIONAL COMPENSATION**

- A. The basic salaries of teachers covered by this agreement are set forth in Schedule A, which is attached to and incorporated in this agreement. Such salary schedule will remain in effect during the term of this Agreement.
- B. Teachers shall have the option of receiving their salaries in any one of the following ways:
  - 1. Every other Friday for a total of twenty-six (26) pays.
  - 2. Every other Friday for a total of twenty-one (21) pays.
  - 3. In some years, the calendar may call for twenty-seven (27) and twenty-two (22) pays.
  - 4. A teacher may request in writing by May 15, to the superintendent, that he receive all of his remaining salary by the second pay in June, or following the June State Aid payment, providing the teacher's obligations to the District have been completed.
- B. Individuals that have earned forty-eight (48) hours of graduate level credit beyond their bachelor degree may have their salary calculated at their present step on the BA+18 scale plus one-half ( $\frac{1}{2}$ ) the total difference between their present position and the same step on the MA scale. Example: On the 1999-2000 schedule at step 8 on BA+18 and MA there is a total difference of \$2,742. The individual having earned 48 graduate level hours beyond their Bachelor degree, but not a Master's Diploma, would qualify for an additional \$1,371 in their wage. This calculation shall be made during the first thirty (30) scheduled work days only of the school year. Any amount to be paid to the individual qualifying for said payment shall be paid in the form of a stipend eligible for payment as one-half ( $\frac{1}{2}$ ) at the end of the first semester and one-half ( $\frac{1}{2}$ ) at the end of the school year in June.
- C. For purposes of clarification, placement on the MA+15 salary track shall include bargaining unit members who have earned at least fifteen (15) graduate level credit hours other than their masters degree after they obtain their teaching license that are relevant to classes taught and certification.

**ARTICLE 12**  
**EMERGENCY ABSENCES**

- A. If an emergency situation causes any teacher to be unable to meet or delayed from his regular reporting time, it is the teacher's responsibility to notify the school as soon as possible. Notification shall be to WillSub as early as the emergency is known to the teacher, with the minimum information of where/what lesson plans are, the time of the teacher's anticipated arrival at work, and any known special activities that are scheduled.
- B. During an emergency absence, the teacher's obligations shall be fulfilled by other certified staff within the school or substitute personnel.
- C. The salary of said teacher shall not be affected during an emergency absence. Compensation for substituting under these conditions shall be covered under Salary Schedule B.
- D.
  - 1. Each day of absence due to emergencies, which extends beyond the permissible limits defined in the State School Aid Act, shall be made up at no additional instructional salary cost to the district when students are present.
  - 2. Conference and other early release days as defined in the calendar, influenced by weather emergencies, or other unforeseeable problems, will be rescheduled at the discretion of the administration. The administration will meet and confer with the Association in such instances.
  - 3. In no case shall the administration be obliged to reduce the total teacher-student contact time as prescribed by the calendar, except in its judgment, by (1) above.

**ARTICLE 13**  
**STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. The Administration will give all reasonable support and assistance to teachers with respect to maintenance of control and discipline in the classroom and throughout the school, in accordance with the discipline code as established by the Board and the teachers.
- B. Teachers will give all reasonable support and assistance to the Administration with respect to the maintenance of control and discipline in the classroom and throughout the school. The Board further recognizes that the teachers may not fairly be expected to assume the role of custodian for emotionally distraught students or to be charged with responsibility for psychotherapy. Furthermore, all reasonable support shall also include protection from students and/or parents in cases of misuse of the District's electronic resources where the teacher has performed his/her duties in a responsible manner and qualifies for governmental immunity as a result of their actions.
- C. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing. The student shall not return to class prior to consultation with the teacher and principal or designee. The parties recognize that students under behavior plans or IEPCs may need to be temporarily removed from class to stay within State and Federal law regulations.



- D. Individual records will be maintained on student discipline and will be made available to teachers who have legitimate educational interests of the students in question to comply with relevant terms of the Family Rights and Privacy Act, 20 USC 1232 g. These records, if appropriately used, may be used as an aid for determining disciplinary recommendations concerning particular pupils. If necessary, a recommended procedure will be agreed upon by the teacher and the principal.

#### **ARTICLE 14** **GRIEVANCE PROCEDURE**

- A. A grievance shall be an alleged violation of the expressed terms of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in the Article.
- The termination of services or failure to re-employ any teacher to a position of the extracurricular schedule.
- B. The Association shall designate one representative per building to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean days in which school is in session and Monday through Friday during summer recess.

- D. Written grievances as required herein shall be filed on a form as agreed upon for format:

1. It shall be signed by the grievant or grievants.
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 or subsections of this contract alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- E. Level One: A teacher believing he/she is wronged by an alleged violation of the express provisions of this contract shall, within ten (10) days of its alleged occurrence, orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within ten (10) days of said discussion to Level Two.

Level Two: A copy of the written grievance shall be filed with the Superintendent as specified in Level One. Within ten (10) days of receipt of the grievance, the superintendent shall arrange a meeting with the grievant and/or the designated Association representatives (at the option of the grievant) to discuss the grievance. Within ten (10) days of the discussion, the Superintendent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association President, the building principal in which the grievance arose, and place a copy of same in a permanent file in his office.

If no decision is rendered within ten (10) days of the discussion or the decision is unsatisfactory to the grievant and the Association, the Association may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent within ten (10) days.

Level Three: Upon proper application as specified in Level Two, the Board shall allow the teacher or his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings thereon, may designate one or more of its members to hold future hearings thereon or otherwise investigate the grievance, provided however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than one month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and President of the Association.

Level Four: Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. A copy of the demand for arbitration shall also be served upon the Board, by the Association, within the above ten (10) day period. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association, except that each party shall have the right to peremptorily strike not more than three from the list of arbitrators.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds, and defenses which shall be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations.
  - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
  - b. He shall have no power to establish salary scales or to change any salary.
  - c. He shall have no power to neither change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any other action taken by the Board.
  - d. He shall have no power to decide any questions, which, under this agreement, is within the responsibility of the management to decide. In rendering decisions an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.
  - e. He shall have no power to interpret state or federal law.
  - f. He shall not hear any grievance previously barred from the scope of the grievance

procedure.

g. He shall have no power to hear or consider a prohibited subject of bargaining.

5. After a case on which the arbitrator is empowered to rule, hereinafter has been referred to him, it may not be withdrawn by either party except by mutual consent.
  6. If either party disputes arbitrability of any grievance under the terms of this agreement, the arbitrator shall be empowered to rule on said question.
  7. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.
  8. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expenses of witnesses.
- F. Should a teacher or the Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher or the Association fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
- G. The Association shall have no right to initiate an individual grievance involving the right of a teacher without the teacher's expressed approval in writing thereon.
- 
- H. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or participating association representative are to be at their assigned duty stations.
- I. Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order.
- J. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be made earlier than thirty (30) days prior to the date on which the grievance is filed.

## **ARTICLE 15** **CURRICULUM REVIEW**

A curriculum committee will be established by the teachers, Board, and Administrators to develop recommendations on teaching curriculum and materials. The Board shall consult with the teachers concerning educational materials purchased.

## **ARTICLE 16** **NEGOTIATION PROCEDURES**

A. Neither party in any negotiation shall have any control over the selection of the negotiating or bargaining

representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

- B. There shall be three (3) signed copies of any final agreement. One (1) copy shall be retained by the Board, one (1) by the Association, and one (1) by the Administration. Each teacher will be furnished a copy of the master agreement.

## **ARTICLE 17**

### **UNPAID LEAVES OF ABSENCE**

An employee that chooses any type of leave available to them under the terms of this contract shall not exceed one (1) year aggregate time from work unless specifically granted in their initial leave. If a longer leave period is required than one (1) aggregate year, the Board of Education may grant an extension upon request for leave other than the required provisions of the Family Medical Leave Act. For those employees granted extension of leave for more than one aggregate year for any reason the Employer does not guarantee that the employee will be reinstated in his/her former teaching position. That decision will be at the discretion of the Employer. With the exception of leaves referenced in paragraph C of this article, seniority shall not accrue when an employee is on an unpaid leave of absence.

An application requesting a leave of absence pursuant to this Article must be submitted to the Superintendent no later than four (4) weeks prior to the time the leave is to commence. Exceptions shall be made under extenuating circumstances. Employees are encouraged to let the Employer know as soon as possible in order to help the Employer find the best available substitute. All leaves of absence must be in writing setting forth the reasons for the leave of absence and the anticipated length of time; if requested, verification shall be submitted. Any requests for extensions of leaves of absence shall be handled in the same manner as the original request of leave. Employees wishing to return from leave early shall submit a written request at least four (4) weeks prior to the anticipated date of return and the opportunity to return early shall be at the discretion of the Employer.

- A. A leave of absence of up to two (2) years may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries, foreign or military teaching programs, Peace Corps, Teacher Corps, or Job Corps as a full time participant in such program, or cultural travel or work program related to his professional responsibilities, provided the said teacher states in writing his intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period if financially possible.
- B. A leave of absence of up to two (2) years may be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period if financially possible.
- C. A military leave of absence shall be granted to any teacher who shall enlist or be inducted for military duty to the extent required by law in any branch of the armed services of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

- D. A leave of absence of up to one (1) year shall be granted to any bargaining unit member for the purpose of childcare. Said leave shall commence upon the request of the bargaining unit member. It is further provided that:
1. At least thirty (30) days prior to the beginning of the leave the teacher shall apply to the Board, unless the need for leave is unforeseeable.
  2. A pregnant bargaining unit member may commence said childcare leave prior to, or subsequent to the birth of her child at her option.
  3. The provisions of this leave shall not exempt a teacher from the provisions of the layoff procedure contained in this contract.
  4. This leave shall not conflict with the Family and Medical Leave Act.
  5. The Board reserves the right to adjust the beginning and ending date to correspond with the beginning and ending date of a school year, semester or marking period, except the dates shall not be in conflict with the doctor's statement of health or the Family and Medical Leave Act.
  6. The bargaining unit member may terminate the leave with ten (10) work days notice after the birth of her child in the event of the death of the child and provided that she is physically able to perform her normal work assignment.
  7. Such childcare leave shall be available to the bargaining unit member upon termination of her disability benefits, at the option of the bargaining unit member, for a maximum of one (1) aggregate year.
  8. Said leave shall not constitute accrued seniority or salary step.
- E. A leave of absence may be granted for one (1) school year for any purpose. Said leave will not constitute accrued seniority or salary step.

F. Family Medical Leave

The parties shall adhere to the Family Medical Leave Act. An employee that has worked for the district for a period covering at least twelve (12) months and who has worked at least twelve hundred fifty (1250) hours during the twelve (12) month period before the leave is to start shall be granted up to twelve (12) workweeks of unpaid leave for any of the following reasons:

1. The birth or care of a child.
2. The placement of an adopted or foster care child in the home.
3. The care of a spouse, child or parent if such individual has a serious health condition, or for the care of a son/daughter 18 years or older if the employee's son/daughter is incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence.
4. A serious health condition of the staff member, which disables him/her from performing the essential functions of his/her position. Such a condition may be an illness, injury, impairment, physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or which requires continuing treatment by a health care provider (M.D. or D.O.) and involves an absence from work for three (3) or more consecutive days.

Medical certification(s) may be required by the Board to support the need for leave due to a serious health condition. An employee requesting an approved leave of absence outlined in Paragraph (F.) above may be required to use all accrued sick leave and/or personal leave before going on family medical leave. For purposes of the Family Medical Leave Act, accumulated sick leave that is available to the teacher may be substituted by the teacher, under this Article, for any unpaid leave due to personal illness or disability of the teacher. In the cases where the district has employed both the husband and the wife, the total amount of family leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either spouse.

A thirty (30) day advanced written notice of the need to take a Family Medical Leave is required for foreseeable leaves.

An employee returning to work from a leave described in (F.) above shall be restored to his/her former position or to one that is equivalent in responsibility and compensation. Restoration to a teaching position for which the teacher is certified and qualified constitutes return to an equivalent teaching position for purposes of the Family Medical Leave Act. During an FMLA leave, the Board shall maintain the employee's current coverage under the District's health insurance program, provided the employee continues to pay any normal employee contribution as applicable monthly.

Should the employee elect not to return to work at the end of an approved leave outlined in (F.) above for reasons 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 employee, the District may seek reimbursement for the health premiums paid by the District during the leave period, with the exception of those days for which paid sick leave or personal leave were used, as permitted by law.

The employee shall not accrue any sick leave or personal leave during any unpaid portion of leave under the Family Medical Leave Act.

## **ARTICLE 18**

### **MISCELLANEOUS PROVISIONS**

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.
- B. Continuity of Operations: The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program.
- C. Graduate Credit Reimbursement: The Board will pay three hundred dollars (\$300) per hour for classes taken beyond the B.A. for continuing or advancing certificate, or towards the completion of an additional teaching endorsement. These classes must be approved in advance by the Superintendent and must apply to the teacher's present or anticipated future teaching/administrative assignment. Teachers must receive a minimum grade of "B" to receive reimbursement. The maximum Board contribution (total staff pool) shall be 16.5% of the base rate of pay on the BA (step 1) pay track of schedule A. All requests for reimbursement of tuition, with proof of successful passing of the class, shall be made in writing to the Superintendent and be submitted no later than June 15. A tally will be provided, on request, of the total credit hours currently approved for the fiscal year. The payment shall be made to all qualifying requests with the last regular pay of the fiscal year in June. If requests exceed the above specified amount allotted by contract the total amount shall be prorated on a credit hour basis by dividing the total hours of credit payment requested into the specified dollar amount allotted by contract and paying that amount per credit hour to all approved requests. A six (6) semester hour limit per year per applicant will exist.

Unused funds may be used to cover hours in excess of six (6) after the above paragraphs have been implemented. Finally, it is the intent of the Board to provide these funds to assist in paying for approved graduate work and if any portion of the pool remains after the foregoing has been implemented, it shall be distributed equally to participants on a per semester hour basis.

The Board will not exceed the actual cost of tuition in any of the above mentioned graduate credit reimbursement opportunities.

D. Teachers who are employed for a full school year will be eligible for recognition and/or attendance incentive stipend as indicated below:

1. Teachers who use no more than a combined total of three (3) sick and personal leave days during the school year (exempting FMLA absences) shall be recognized for excellence in attendance within two (2) weeks after the last day of the school year.

<u>Combined Sick/Personal Leave Days Taken</u>	<u>Attendance Incentive Dollar Amount</u>
0	\$400 or unrestricted comp day at teacher's option
1	\$350 or ½ unrestricted comp day at teacher's option
2	\$200
3	\$150

Any compensatory time earned pursuant to the above attendance incentive shall be in addition to those provided pursuant to Article 21 of the contract. The monetary awards will be given in July.

3. The payment of an attendance incentive stipend will not affect the accumulation of sick leave days.
4. Persons requested to attend full day workshop, in-services or conferences on days other than that normally within the contractual work year will be compensated at \$120 per day. Less than a full day (6 hours) will be prorated.

E. The Board will pay a lump sum to a Board approved 403B Plan for any teacher who retires under the Michigan Public Schools Employees Retirement System according to the following formula:

1. Ten (10) years of service to the Forest Area Schools equals 25% of unused sick leave days at current daily rate of pay.
2. Fifteen (15) years of service to the Forest Area Schools equals 33% of unused sick leave days at current daily rate of pay.
3. Twenty (20) or more years of service to the Forest Area Schools equals 50% of unused sick leave days at current daily rate of pay.

As of June 30, 1996 individual sick leave totals above one hundred (100) shall not increase above the total accrued on that date for the purposes of determining severance pay for unused sick leave. The amount above one hundred (100) accumulated sick leave days may fluctuate from year to year but the maximum number of days for severance pay purposes shall not be greater than one hundred (100) days for teachers.

F. If any provision of this agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

It is further agreed that within ten (10) days of notification of a final and binding determination of such a illegality, the employer and the association/union will commence negotiations to reach a new agreement concerning the subject matter of the provision(s) determined to be illegal

## G. School Schedule Interruptions

1. Nothing in this Article shall require the Board to keep schools open in the event of severe and inclement weather or when otherwise prevented by an Act of God. When schools are closed to students, due to the above conditions, teachers are not required to report to work and shall be notified. Should school closings, due to the above conditions, require days or hours to be made up, they shall be added to the end of the scheduled calendar year. Teachers shall suffer no loss of pay for the above days and hours provided they are in attendance for any required make-up days/hours. Days and hours required to be made up for student attendance count purposes shall be without additional compensation.
2. When the scheduled daily opening of school is delayed for any reason teachers shall be notified and shall not be required to report for work until their normal beginning time prior to the resumption of scheduled classes. In-service time for delay days may be made up during mutually agreed dates for in-service. The subject and duration for such in-service session dates shall be mutually agreed upon by the Association Executive Council and the Administration. Teachers shall receive no loss of compensation for said delays provided they attend the in-service, if scheduled, with no additional compensation.
3. When the daily schedule for students is interrupted for any Act of God event and the regular schedule for the day is shortened, teachers shall not be required to stay more than ten (10) minutes beyond the dismissal and departure of the students. In-service time for early release days may be made up during mutually agreed dates for in service. The subject and duration for such in-service session's dates shall be mutually agreed upon by the Association Executive Council and the Administration. Teachers shall receive no loss of compensation for said early release days provided they attend in service, if scheduled.

## H. Master Teacher Incentive Program

1. In recognition of their Master Teacher status in the Forest Area School District, instructional staff with a minimum of fifteen (15) years service with Forest Area Community Schools and who are willing to fill building needs shall be eligible to participate in this program. If more individuals make application in this incentive program for a given year than the Board has provided for, inclusions shall be based on seniority. The total number of individuals that may enter this program in a given year shall be limited to three (3), but this limit may be increased at the sole discretion of the Board.
2. If individuals participate in this incentive program, they will also fall under the provisions of paragraph E. (payment for unused sick leave allowance) of this Article. These special provisions for the implementation of paragraph E. shall apply to those individuals participating in the incentive program outlined in paragraph H. These special provisions amend the implementation of paragraph E. of this Article.
  - a. Three (3) years in the Master Teacher Incentive Program entitles each participant to eighty percent (80%) of the benefit specified in paragraph E. of this Article.
  - b. Two (2) years in the Master Teacher Incentive Program entitles each participant to ninety percent (90%) of the benefit specified in paragraph E. of this Article.
  - c. One (1) year in the Master Teacher Incentive Program entitles each participant to one hundred percent (100%) of the benefit specified in paragraph E. of this Article.
3. Subject to the limitations in paragraph H.1. of this program, each individual who submits prior to September 15<sup>th</sup> of a school year, a letter of resignation effective with the last teacher work day of



that school year, or one of the two (2) subsequent school years and whose resignation is accepted by the Board of Education into the Master Teacher Incentive Program, shall be notified by the Board one week after the first Board of Education meeting in October and shall be included and qualified for the following:

The Board approved Master Teacher Incentive Program staff members shall receive, in addition to their salary as stated in Schedule a stipend of four thousand five hundred dollars (\$4,500) payable with the last pay in June of that school year.

- I. The Board shall make available, at its discretion, in-service workdays during the summer break or at other times when school is not in session. Teachers may volunteer to participate in such in-service workdays and shall be paid a stipend of one hundred dollars (\$100.00) per workday attended. A workday shall be defined for this definition of in-service as a minimum of six (6) hours of time, not including lunch. Workdays less than six (6) hours may be prorated as needed to meet the needs of the Board.

## ARTICLE 19 INSURANCE COVERAGE

- A. Health Insurance Medical Coverage and Costs: Full-time employees who work thirty (30) hours each week on a regularly scheduled basis shall be eligible for the fringe benefits provided in this Article.

To the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make payments for medical benefit plan costs (the "plan") for all eligible Employees (those not taking cash-in-lieu) and their eligible dependents toward the Association's preferred insurance plan(s) in a combined monthly amount not to exceed the following annual amounts (minus any deductions listed below) paid per eligible Employee:

- Single: \$6,344.80
- Employee and Dependent: \$13,268.93
- Family: \$17,304.02

The above payments shall adjust in line with the public employer contribution limits as published by the Department of Treasury. If insurance costs per plan are under the above hard caps the difference shall be paid to an employee's Health Savings Account.

Non-medical health benefits (ancillary benefits) shall be fully board paid.

From the above listed medical benefit plan costs, the Board shall deduct in a prorated amount per employee, where applicable, any payments already made, or that will be made, by the Board during the "medical benefit plan coverage year" toward Board reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs and health insurance related taxes or fees (collectively the "Supplementary Payments"). If the total value of the Supplementary Payments already made, or that will be made, during the "medical benefit plan coverage year", exceeds the aggregate medical benefit plan costs, the Board shall reduce the payments that will be made during the "medical benefit plan coverage year" toward the Supplementary Payments in an amount necessary to avoid exceeding the aggregate medical benefit plan costs cap. The Board may use its discretion in determining which future Supplementary Payments to reduce, and further, may deduct from employee wages any past

Supplementary Payments already made which are necessary to comply with Public Act 152 of 2011. The medical benefit plan costs in paragraph A are subject to change pursuant to Public Act 152 of 2011.

- B. The plan shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA) and Public Act 152 of 2011 (PA 152); including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board; the Board is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA and PA 152, including to avoid any penalties, taxes, or other liabilities chargeable to the Board.
- C. If the plan involves reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs and health insurance related taxes or fees to the extent allowable by law or regulation, the Board shall fund the reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs and health insurance related taxes or fees, first, before paying any health insurance premiums or non-health insurance related costs (i.e., dental, vision, etc.); but only to the maximums set forth above in paragraph A.
- D. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Employee and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Employee. To the extent allowable by law or regulation, the Employee may sign an agreement authorizing that any such premium amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Employee shall present payment directly on the 1st of each month prior to the date at which the payment becomes due. Failure of an Employee to pay their portion of the costs shall alleviate the Board of any duty to pay insurance contributions. The Board shall have the right to make deduction of any amounts due from the Employee's wages, and shall be held harmless from any liability arising from the deduction.
- E. Employees who have access to another Employee's Board funded insurance which complies with the PPACA shall not be eligible for Board provided health insurance. Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's PPACA compliant insurance, but have dependents of their own. Those individuals may take the Board funded insurance.
- F. Unless otherwise noted within this Agreement, or as required by law or regulation, Employees on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of insurance contributions for those days.
- G. Employees who are eligible for Board paid insurance contributions under this Article may make a written waiver of that coverage and instead elect to receive cash-in-lieu of health benefits (less applicable taxes).
- H. Employees are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Employee must make application to the life insurance carrier within 31 days of any termination of their employment status.
- I. To the extent permitted by law or regulation, and/or insurer's policies, Board-paid insurance premium contributions shall continue as long as the Employee is in a pay status, but terminate at the end of the month during which the Employee ceases to be in a pay status, except as is otherwise provided herein or by law or regulation. Employees may continue the coverage at their own expense to the extent permitted

by law or regulation.

- J. The Board shall not be required to remit premiums for any insurance coverages on behalf of an Employee if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.
- K. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Employee is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it (unless the failure to remit contractual premium amounts is pursuant to law, regulation or Public Act 54 of 2011).
- L. Changes in family status shall be reported by the Employee to the Board within thirty (30) days of such change. The Employee shall be responsible for any overpayment of premium made by the Board on his/her behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.
- M. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible Employees shall receive insurance as of the 1st day following their employment. Those employees opting to take cash-in-lieu shall not be eligible for Board paid health insurance contributions, but must participate in all other insurance products chosen by the Association at the Employee's sole expense if full unit participation is required by the insurance carrier. An Employee shall be eligible for Board paid insurance contributions or cash-in-lieu up to the maximum amounts allowed in this Article if the Employee is employed on a full-time basis as defined by the PPACA (currently, working an average of thirty (30) hours or more per week in the District).
- N. The "medical benefit plan coverage year" shall run from July 1 to June 30 of each school year. The Board shall be the policyholder.
- O. Negotiated Life \$25,000 with AD & D  
Vision VSP-3 Plus 300CL  
Dental 60/60s/60:(\$1,500; 60:UCR)  
LTD 66 2/3% with 90 Calendar days mod fill \$5,000 Maximum  
Alcohol & Drug Abuse Care - 2 yr limit  
Mental/Nervous - Same as any other illness  
Pre-Existing Condition Waiver - Yes  
Freeze on Offsets – Yes
- P. Plan B for employees' not selecting health insurance:

The employer shall, on a monthly basis contribute the MESSA single subscriber health insurance rate plus the amount deducted for the below listed benefits, toward any MESSA or MEA Financial Service non-taxable option or other non-MESSA annuity.

Negotiated Life	\$25,000 with A D & D
Vision	Same as Plan A
Dental	Same as Plan A
LTD	Same as Plan A

Q. Plan C for employees not selecting health and having dental coverage:

The employer shall, on a monthly basis contribute the current single subscriber health insurance rate plus the amount deducted for the below listed benefits, toward any MESSA or MEA Financial Service non-taxable option or other non-MESSA annuity.

Negotiated Life	\$25,000 with A D & D
Vision	Same as Plan A
LTD	Same as Plan A

R. Plan D for employees' not selecting health and having dental & vision:

The employer shall, on a monthly basis contribute the current single subscriber health insurance rate plus the amount deducted for the below listed benefits, toward any MESSA or MEA Financial Service non-taxable option or other non-MESSA annuity.

Negotiated Life	\$25,000 with A D & D
LTD	Same as Plan A

- S. The Board and the Association, upon mutual agreement, may reopen the Agreement, Article 21, during the term of the Agreement, upon fourteen (14) days' written notice.

**ARTICLE 20**  
**PART TIME TEACHERS**

- A. Teachers approved for part time assignment shall receive salary and benefits, pro-rated for their share of full time responsibility.
- B. Teachers participating in part time assignments shall receive full seniority credit and full advancement on the salary schedule for each year of part time service.
- C. Participants in part time assignments are expected to attend regular staff meetings, curriculum meetings, parent conferences, and in-service programs.
- E. Teachers requesting part time assignment should be aware that part time assignments results in only partial credit toward teacher retirement benefits; and, further, calculation of retirement benefits may similarly be affected.

**ARTICLE 21**  
**SITE BASED DECISION MAKING/SCHOOL IMPROVEMENT**

A. Application Thereof

The provisions contained in this section shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA.

B. Philosophy

Board and Association agree that employee participation in decision making on selected issues through site-based decision making procedures is a goal, which can provide positive results for the educational program of Forest Area Community Schools. Site-based decision making is a process for involving employees in the decision making process. The provisions of this article are agreed to for the purpose of establishing the expressed conditions, which shall govern the site-based decision making plan in Forest Area Schools.

C. SIP Conditions

General conditions applicable to a site-based decision making plan are as follows:

1. Plans, recommendations or subsequent action created by adoption of the same shall not violate the Master Contract, State or Federal Law. The parties agree that the following shall not be issues within the purveyance of the process or the Committee:
  - a. Matters pertaining to wage.
  - b. Matters pertaining to fringe benefits.
  - c. Employee performance or evaluation.
  - d. Matters pertaining to grievance(s).
  - e. Employee discipline.
2. The following issues will be considered within the scope of authority of the Advisory Committee and any sub-committee formed by the Committee:
  - a. Safe and orderly environment of the school.
  - b. Instructional Leadership.
  - c. Opportunities to learn, student time on task.
  - d. Home - School relationships and communications.
  - e. Monitoring and reporting of student and educational program progress.

D. Committee Participation – Compensation

1. Participation in the SIP process shall be voluntary when said meeting time is beyond the time of the regular duty day or regularly scheduled staff meetings.
2. Teachers working on school improvement processes outside the normal contractual duty day/calendar shall be compensated at the substitute daily rate or compensated with one (1) unrestricted comp day based on a minimum of six (6) hours work as a full day of work.
3. Teachers working on school improvement process during the regular school day shall be compensated with one (1) unrestricted comp hour for each day worked.
4. Any unnamed or newly created committees or subcommittees within the scope of the School Improvement Committee shall adhere to the above provisions.

**ARTICLE 22**  
**DURATION OF AGREEMENT**

This agreement shall be effective as of October 16, 2017, and shall continue in full force and effect until June 30, 2020.

If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

FOREST AREA COMMUNITY SCHOOLS:

BOARD OF EDUCATION

FOREST AREA EDUCATION ASSOC.

By: *Rich Hudwile*  
President

By: *Laura Debe*  
President

By: *Christie McElm*  
Secretary

By: *Harry Rives*  
Treasurer

By: *John T. Rehrig*  
Superintendent

## SCHEDULE A

### Forest Area Community Schools

Step	2017-2018			
	BA	BA+18	MA	MA+15
1	\$35,323	\$36,566	\$39,678	\$40,963
2	\$36,822	\$38,061	\$41,232	\$42,516
3	\$38,515	\$39,757	\$42,984	\$44,273
4	\$40,211	\$41,448	\$44,741	\$46,030
5	\$41,900	\$43,141	\$46,496	\$47,787
6	\$43,597	\$44,834	\$48,255	\$49,544
7	\$45,288	\$46,529	\$50,011	\$51,298
8	\$46,982	\$48,224	\$51,767	\$53,051
9	\$48,679	\$49,917	\$53,524	\$54,813
10	\$50,373	\$51,613	\$55,281	\$56,568
11	\$52,062	\$53,306	\$57,036	\$57,313
12-15	\$54,184	\$55,427	\$59,342	\$60,626
16-20	\$57,366	\$60,766	\$62,838	\$64,126
21+	\$57,366	\$62,301	\$65,140	\$67,194

Year #1: One step and one additional step for eligible employees (2017 - 2108)

- Eligible employees for additional step - Must have been hired prior to the 2015-2016 school year.

Year #2: One step and one additional step for eligible employees (2018 - 2019)

- Eligible employees for additional step - Must have been hired prior to the 2014-2015 school year.

Year #3: One step and one additional step for eligible employees (2019 - 2020)

- Eligible employees for additional step - Must have been hired prior to the 2013-2014 school year.

One time 1% off schedule stipend for professional staff when maximum steps have been reached and no additional steps are possible.

**SCHEDULE B**  
**EXTRA DUTY PAY SCALE**

<u>Advisors</u>	<u>% of BA step 1 pay scale</u>
Elementary Student Council	1%
Freshman Class	1%
Sophomore Class	1%
Junior Class	2.25%
Senior Class	2.25%
Student Council – Middle School	1%
Student Council – High School	1%
Yearbook (outside the master schedule only)	5%
Newspaper (outside the master schedule only)	2.5%
Academic Clubs-High School (Authorized)*	1.5%
Academic Clubs-MS & Elem (Authorized)*	1%
Non-Academic Clubs (Authorized)*	0.5% per semester
Webmaster	6%

**Authorized clubs and sports must have prior Board of Education approval\***

	<u>% of BA step 1 pay scale</u>
<b>Baseball or Softball</b>	
JV (Authorized)*	4%
Varsity	7%
<b>Basketball</b>	
Freshman (Authorized)*	4.5%
JV	7%
Varsity	10%
<b>Cheerleading</b>	
7 <sup>th</sup> /8 <sup>th</sup> Basketball Cheerleading	2.6%
JV Basketball Cheerleading (Authorized)*	2.6%
Varsity Basketball Cheerleading	6.5%
Varsity Football Cheerleading	3.4%
<b>Volleyball</b>	
JV	7%
Varsity	10%
<b>Golf</b>	
Varsity	5%
<b>Track</b>	
Varsity	7%
<b>Wrestling – Varsity</b>	10%
<b>Football</b>	
Varsity	10%
JV Football	7%
<b>Soccer (Boys' or Girls')</b>	
Varsity	7%
JV Soccer	4%
<b>Mentor Teacher</b>	2.25%
<b>After School Tutor</b>	\$25/hr



<b>Band Director &amp; Activities</b>	10%
<b>Assistant Coach - Varsity Sports (Authorized)*</b>	4%
<b>7<sup>th</sup> &amp; 8<sup>th</sup> Grade Interscholastic Athletics**</b>	4%
<b>K-6 Intramural Sports**</b>	1%
<b>Safety Patrol</b>	2%
<b>Acting Principal</b>	\$ 50.00/Day
<b>Lead Teacher</b>	\$ 5,000/School Year
<b>Working at Varsity/Jr. Varsity Athletic Events</b>	\$ 12.00/Event
<b>Working at 7<sup>th</sup> &amp; 8<sup>th</sup> Grade Athletic Events</b>	\$ 9.00/Event
<b>Attendance at regular season athletic events</b>	Family Pass

\*\* K-8 grade seasons will require a minimum of six (6) events/games or twelve (12) sessions to qualify for payment. Pre-approval must be obtained from administration prior to the season.

**High School coaches:** To be paid 0.5% increase per year of experience for each year – up to an 8 year maximum.

**Middle School Coaches:** Will receive a 0.5% per year increase of experience for each of the first 2 years (i.e., 0.5% increase for years 2 and 3. For example recipient starting at 4% would increase to 5% at the start of the 3<sup>rd</sup> year).

\*\* Any certified Forest Area staff member who has a break in service as a coach with Forest Area and has prior coached at Forest Area shall have such coaching experience credited for purposes of placement on schedule B. This will only apply to coaching experiences at the same level and same sport. For example: Junior Varsity or Junior High coaching experience in basketball will not be credited to a newly received Varsity Basketball coaching position. The newly acquired Varsity Basketball coaching position will start at the beginning scale of the schedule B for Varsity Basketball coaches.

Promotions in coaching levels for staff members in the same sport will not result in the reduction of pay for the coach being promoted. For Example: A J.V. basketball coach at the top of the scale promoted to the Varsity basketball position at the bottom of the scale will not receive less pay than his/her previous position. The coach will be positioned on the scale to the step exceeding his/her previous pay as a J.V. coach.

**Substitute Teaching During Preparation or Duty Free Period:** Compensation or restricted comp time will be earned by teachers at a rate of \$30/hr prorated for the number of minutes taught or one restricted comp day for every 395 minutes taught.

Note: Schedule B pay rates need not be utilized for non-bargaining unit members. The above rates will not be exceeded when employing non-bargaining unit members in Schedule B positions.

Appendix A  
2017 – 2018 Calendar

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# 2018 – 2019 School Calendar

2019 – 2020 School Calendar

**APPENDIX B**

**INDIVIDUALIZED DEVELOPMENT PLAN**

Evaluator(s): \_\_\_\_\_

Teacher: \_\_\_\_\_

Assignment: \_\_\_\_\_ School Year: \_\_\_\_\_

Evaluation Status: \_\_\_\_\_

1<sup>st</sup> year probation: \_\_\_\_\_ 2<sup>nd</sup> year probation: \_\_\_\_\_  
3<sup>rd</sup> year probation: \_\_\_\_\_ 4<sup>th</sup> year probation: \_\_\_\_\_  
Tenure: \_\_\_\_\_

Date	Nature of IDP Contract	Evaluator's Initials	Teacher's Initials
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Consulted with the teacher in developing the IDP: \_\_\_\_\_  
Date

Provided the IDP to the teacher: \_\_\_\_\_  
(Date)

The major topic areas include:

- Teaching Effectiveness
- Relationships with students
- Personal Characteristics
- Management Skills
- Relationships with School/Community

Final evaluation information related to IDP will be included in the narrative summaries (teacher performance, goals and feedback). Information on this page (and a copy of the IDP as provided to the teacher) will become a part of the final evaluation document to be placed in the teacher's personnel file.

Evaluator(s): \_\_\_\_\_ Date: \_\_\_\_\_

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