

This Agreement entered into as of this 1st day of September, 2007, by and between the BOARD OF EDUCATION of the FOREST PARK SCHOOL DISTRICT, Iron County, Michigan, hereinafter called "the Board," and the FOREST PARK EDUCATION ASSOCIATION, hereinafter called "the Association." This agreement is effective from September 1, 2007 to midnight August 31, 2010.

## **ARTICLE 1**

### **RECOGNITION**

- A. The Board hereby recognizes the Forest Park Education Association as the exclusive bargaining representative for all certified teaching personnel whether under contract, on leave, on a per diem basis, or employed by the Board, excluding Administration. The term "employees" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

## ARTICLE 2

### BOARD RIGHTS

- A. RIGHTS OF THE EMPLOYER (BOARD OF EDUCATION). It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which have been clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively by the Employer without prior negotiations with the Union either as to taking action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by the way of illustration and not by way of limitation, the right:

Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Forest Park School District.

Continue its rights, policies, and practices of assignment and direction of personnel and scheduling of all the foregoing, but not in conflict with the specific provision of the Agreement, and the right to establish, modify or change any work or business or school hours or days.

The right to 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, but not conflict with the provisions of this Agreement.

Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and processes of carrying on the work.

Determine the qualifications of employees.

Determine the number and location or relocation of its facilities, including the establishment or relocations of buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

Determine the financial polices, including all accounting procedures.

Determine the size of the management organization, its functions, authority and amount of supervision providing that the Employer shall not

abridge any rights of the employees as specifically provided for in this Agreement.

Determine the policy affecting the selection, testing or training of employees providing that such selection shall be upon lawful criteria.

The above statements are not to be interpreted as abridging or conflicting with any specific provision in this Agreement. The matters contained in this Paragraph are not subject to further negotiations between the parties during the term of this Agreement unless mutually agreed upon.

- B. It is agreed that the Board retains the rights, among others, to establish and equitably enforce rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with the provisions of this Agreement or violative to law. The Board agrees, however, that prior to the effective date of any such rules or personnel policies established by it related to hours, wages and working conditions of teachers, it shall give the Association reasonable notice of any proposed rule change or policy. Such notification shall be given to afford the Association the opportunity to consult with the Board before its effective date. The parties agree that emergency situations may arise where prior notification and consultation are not possible.
  
- C. Building Management Team. A committee shall be created in each building to assist the building principal in reaching administrative decisions regarding implementation of school programs. These committees shall be comprised of the principal, or designated representative, and up to eight (8) voluntary representatives chosen by that building's staff, or their designated representatives. The principal may also include other administrators, support staff members, parents, pupils, and others in the school community in meetings of the team. Meetings of the team will occur as necessary to discuss matters of mutual concern, with the exception of changing, abridging or modifying in any way the master agreement. These meetings will be scheduled by the principal when input from the team is desired on a particular issue or when a member of the team requests a meeting to bring up a particular issue for discussion. An agenda setting forth the matters to be discussed at the meeting will normally be provided five (5) working days in advance of the meeting. The parties recognize that recommendations of the team are of an advisory nature, but the District will endeavor to implement recommendations regarding matters discussed by the team. Members of the Building Management Team do not receive additional compensation for their participation in committee meetings.

## ARTICLE 3

### ASSOCIATION RIGHTS

- A. Use of school rooms and school premises for Association meetings at any time outside of the regularly scheduled teachers' day. When this use is outside of the custodial working hours and a custodial security man is necessary (only if members of the Association refuse to secure the buildings themselves) the Association will pay the security man wages. Otherwise, no charge. Meetings, unless cleared between the Association President and the Superintendent of Schools, should be held only after the teachers' work day on the premises is completed.
- B. Association representatives may transact business with representatives of the affiliate (MEA field representatives) on school property providing there is no interference in normal school operation.
- C. Discretionary use of computers, duplicating machines, and other similar equipment, when not otherwise in use, is available to the Association. For general announcements and reports, the Association will supply its own paper. If extensive work is to be done involving school district materials, the President of the Association should consult with the Superintendent of Schools so a nominal charge can be made.
- D. The Association may use the teacher mail boxes and bulletin boards for communication purposes.
- E. The employer agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district.

## **ARTICLE 4**

### **FAIR EMPLOYMENT PRACTICES**

- A. The Board agrees that neither it nor any of its administrative agents shall discriminate against any teacher by reason of age, race, creed, color, national origin, sex, marital status, political activities, membership, non-membership or participation in the activities of the Association or any other employee organization.
- B. The Association agrees that it shall admit all teachers to its membership without discrimination by age, race, creed, color, national origin, sex, marital status, political activities, or prior membership or past participation in the activities of any other employee organization, and that it will not discriminate against any teacher by reason of age, race, creed, color, national origin, sex, marital status, political activities, membership, non-membership or participation in the activities of the Association or any other employee organization.

## **ARTICLE 5**

### **VERIFICATION OF TEACHER CERTIFICATION**

- A. It is the teacher's responsibility to supply certification materials and up-to-date transcripts of credit to the central office. The deadline for providing complete certification and transcript materials is October 15 of the school year in which the teacher is hired. After that date, teachers' paychecks will be withheld until this section is complied with by the newly hired teacher. Before withholding a check, the Superintendent of Schools will give the teacher opportunity to present evidence that every effort has been made to obtain credentials. Consideration for extending the date will be given if it is determined by the Superintendent of Schools that sufficient effort to comply was made by the teacher.

## ARTICLE 6

### EMPLOYEE RIGHTS

- A. Personnel File. The Employer shall maintain a personnel file for each employee in the District office. A copy of all official correspondence from the Employer to an employee shall be placed in the personnel file. All complaints against the employee placed in the personnel file shall identify the person or person(s) bringing the complaint. Employees will be required to sign any material of a disciplinary nature or involving complaints against the employee that are to be placed in their personnel file; provided, however, that the refusal of an employee to sign any material shall not prevent its inclusion in the personnel file. An employee's signature on disciplinary material or complaints shall not be interpreted as agreement with the disciplinary action or the complaint. A statement to this effect shall precede the employee's signature. The refusal of an employee to sign any material will subject them to disciplinary action but will not prevent its inclusion in the personnel file.

Employees shall have the right to review the contents of their personnel file upon request. This review will take place at a time mutually agreeable to the employee and the Employer, and will be conducted in the presence of an administrator or designated representative. A representative of the Association may, at the employee's request, accompany the employee in such review. In the event there is disagreement over the content of any material in an employee's personnel file, the employee may submit a written statement for inclusion in their personnel file to explain his position concerning material in dispute. In addition, an employee who believes that material placed in his file is inappropriate or in error may seek to have the material changed and/or removed from the personnel file through the grievance procedure.

An employee's personnel file shall contain a record indicating the individuals other than District administrators who have reviewed the file, the date of the review and the reason for the review.

In the event the District receives a FOIA request for the personnel file(s) of any teacher(s), or any portion thereof, the District shall provide, as soon as practical, the following to the affected teacher(s):

1. A copy of the FOIA request.
2. The name(s) of the requesting parties and all communications received by the district related to the FOIA request.
3. Upon the teacher's request, copies of all communications and documentation sent to the requesting parties by the district shall be provided to the teacher.

The District shall not release "exempt" items to third parties.

- B. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
  
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association. The just cause provisions of this paragraph are not applicable to a decision by the Employer not to renew the contract of a probationary teacher, which decision may be made by the Employer in its sole discretion.

## Article 7

### AGENCY SHOP

- A. The employee may, during the first thirty (30) days after the opening of school, sign and deliver to the Board or to the Association an assignment authorizing deduction of membership dues or service fee of the Association (including the National Education Association and the Michigan Education Association). Such authorization will continue in effect unless subsequent to June 1 and prior to September 15 of any year, such authorization is formally revoked by the employee in writing and copies thereof are delivered to the Association and the Board.
- B. Nine monthly deductions for professional dues or the service fee to the MEA/NEA and the local Association will be made beginning in October. The list of those employees on the staff for whom deductions will be made will be compiled one week in advance of the October pay period from which the deductions will be taken. The local Association will provide signed authorization forms to the school district on or before that date.
- C. Deductions in salaries will be made by the school business manager only upon receipt of signed authorization by the employee (authorization and revocation forms included in the addenda of this contract) or a court order obtained by the Association in lieu of a signed authorization.
- D. Any employee who is not a member of the Association who does not make application for membership within thirty calendar days from the commencement of teaching duties, shall pay a service fee in an amount equal to the membership dues payable to the Association, the NEA and the MEA, provided, however, that the teacher may authorize payroll deductions for said amount in the same manner as provided in paragraph A of this article. Paragraph C will apply for those who do not sign a service fee deduction form.
- E. In the event that a teacher does not pay such service fees directly to the Association or authorize payment through payroll deduction provided in the preceding article, the Board recognizes the right of the Association to pursue legal remedies for those teachers who are in non-compliance with regard to the dues and/or service fee provisions of this contract with the Association.
- F. Bargaining unit members employed less than full time will be required to pay dues or service fees on a pro rata basis as determined by the Local Education Association/MEA/NEA guidelines. Categories of the amount of time an employee works for the purpose of dues/service fees will be as follows:

MEA	0% to 25%	NEA	0% to 50%
	26% to 50%		51% to 100%
	51% to 75%		

76% to 100%

- G. The Association agrees to indemnify and save the Board, and including each individual school board members, harmless against any and all claims, demands costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement, provided:
1. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
  2. The Association has the right to choose the legal counsel to defend any said suit or action.
  3. The Association shall have the right to compromise or settle any claim made against the Board under this section.

## ARTICLE 8

### TEACHER'S DUTY DAY

- A. The teacher's duty day begins at 8:00 a.m. and ends at 3:25 p.m. The early 5's through fifth grade teachers will begin their assignment at 8:00 a.m. supervising students. The starting and ending times can be adjusted when necessary to meet State instructional hour requirements. Teachers in grades Early 5's through fifth grade will not be required to supervise class time recess periods.
- B. Grades 6<sup>th</sup> through 12 teachers will be at their first period teaching station or area assigned by administrator(s) at 8:00 a.m. and will remain on duty at that assignment to supervise arriving children. All classes will begin promptly at 8:20 a.m., with the exception of Early 5's and kindergarten which will begin promptly at 8:15 a.m.
- C. For purposes of this Article preparation periods are considered classes. Teachers will have a thirty-five (35) minute lunch period of which thirty (30) minutes is duty free. During the last five (5) minutes of the thirty-five (35) minute lunch period, each teacher will be on duty in the classroom or at the entrance to his/her teaching station for the first period in the afternoon session to supervise returning pupils. Teachers will remain at that station until it is time to begin their afternoon classes.
- D. Teachers will be free of supervision from 3:05 p.m. to 3:25 p.m. This time is for the next day activities or for meeting with selected children who might be available and for whom the teacher may wish to give extra assistance. It is also time used for brief faculty or committee meetings and other activities of an educational nature.
- E. During the children's scheduled instruction day 8:20 a.m. through 3:05 p.m. and not including the lunch hour, each classroom teacher will have not less than forty (40) minutes of continuous preparation time free of pupil supervision. The teacher should plan to carry on his/her preparation activity within the building.
- F. On Fridays and the last school day before a vacation recess, the teacher's day will end at 3:10 p.m.
- G. During preparation time, the teacher will make himself/herself available to the administration, students, and/or parents. During this time period the teacher will be provided with a minimum of a ten (10) minute break at the faculty lounge.
- H. When the Board of Education or its administrative representative engages a teacher in collective bargaining or grievance negotiations including mediation on behalf of the Association during the school day, that teacher will be released from regular duties without loss of pay.

- I. Teachers will phone in an absence to the elementary office, 875-3131, or secondary office, 875-6869, after 7:00 a.m. The answering service will be on to take calls before 7:00 a.m. Substitutes will be assigned by the principal or his/her secretary.

## ARTICLE 9

### ASSIGNMENTS

- A. The teachers shall not be assigned except temporarily and for good cause outside the scope of their teaching certificates or their major or minor field of study and the Association shall be so notified in each instance.
- B. The District will endeavor to provide all teachers with written notice of their tentative schedules for the forthcoming year no later than the first day of June. This notification shall be accomplished by placing a copy of the master schedule in each teacher's mailbox and by placing a copy on the bulletin board. In the event that changes in such schedules are determined to be necessary by the District, the teachers affected shall be consulted and notified promptly in writing of the change in assignment.
- C. The desirable maximum class size per teacher shall be recognized as twenty-five (25) pupils. Variations in class size are dependent upon facilities, furniture, activities, subject areas, type of pupils being taught, and scheduling problems.
- D. Any assignments in addition to the normal teaching schedule during the regular school year, including education courses, driver education, extra duties enumerated in Schedule B, and summer school teaching, shall not be obligatory but shall be with the consent of the teacher. As long as they have equal or greater qualifications than non-teachers, preference in making such assignments will be given to teachers regularly employed in the district.
- E. No teacher will be required to cover another teacher's class unless the teacher is compensated 1/5 of the substitute pay if such assignment is district induced. The teacher asked has the right to refuse to cover said class.

## ARTICLE 10

### VACANCIES, PROMOTIONS, TRANSFERS

- A. Whenever a professional vacancy shall occur the Board of Education shall notify the Association and make such posting in each building for five (5) working days. Vacancies occurring during the summer vacation period will be posted for ten (10) working days. A request by a teacher for transfer or promotion to a different class, building or position shall be made in writing to the superintendent and the Association. The request for a transfer shall state the reasons and the position sought. Response to such requests by the Superintendent shall be in writing with copies provided the teacher and the Association. Such requests may be reviewed annually. Management requests that any teacher who intends to retire and or resign from their current position submit to the Superintendent a letter of intent to do so by February 1 of the current calendar year. The February 1 deadline does not apply to members affected by the letter of understanding regarding the current early retirement program. The Board of Education reserves the right to post outside the association for professional vacancies at the same time it posts internally for professional vacancies. This will not affect current contract language surrounding vacancies, promotions and transfers.
- B. A vacancy shall be defined as:
1. A new position.
  2. Any position resulting from death, resignation, retirement, transfer, promotion, dismissal, reorganization, program adjustment, but excludes positions held for employees on leaves of absence.
- C. When a decision has been made by the Board to fill a vacancy it shall be based on the following qualifications:
1. Certification.
  2. Educational preparation.
  3. Evaluation.
- The individual considered to be the best qualified shall be awarded the position, provided, however that in instances where the qualifications of the applicants are comparable the person with the greatest seniority shall be appointed.
- D. Transfers shall be defined as either a voluntary or involuntary move from one position to another. Transfers to vacancies shall be governed by the preceding language pertaining to vacancies.
- E. The District reserves the right to make involuntary transfers in appropriate circumstances;

such as when the performance of an individual warrants the need to revise their assignment, when the District reorganizes its staff or has layoffs. In the event that the District determines it appropriate to make an involuntary transfer, the individual concerned will be advised in writing of the reason for the transfer. The District will endeavor to provide thirty (30) days advance notice of such involuntary transfers, and to apply the involuntary transfer to the individual in the affected grade level or teaching assignment with the least seniority.

## ARTICLE 11

### REGULAR LEAVES OF ABSENCE

- A. Purpose of Leaves. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves.
- B. Paid Sick Leave. Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

(a) Paid sick leave will be earned by full time employees at the rate of 13 days per year. Part-time employees shall receive a pro-rated sick leave accrual based upon the ratio of their regularly scheduled hours to that of a full time employee. Paid sick leave will be credited to the use of employees on the first day of work each school year for employees who report for work on that date, and on the first day of actual work for employees who are unable to report for work on the first day of school. Employees new to the Forest Park system, after the completion of the first fourteen (14) complete days of work in a school year will be credited one (1) day of paid sick leave. After the completion of the next unit of fourteen (14) days of work and all other units of fourteen (14) days in the contract work year, the employee will be credited one (1) day of paid sick leave.

(b) Employees may utilize accrued paid sick leave when they are unable to work due to illness, injury, or other disability. Disability associated with pregnancy, miscarriage, abortion or childbirth shall be treated as any other disability. Employees may also use accrued paid sick leave for the following purposes:

1. Personal physical or mental examination and dental appointments scheduled with a physician when it is not possible to schedule these appointments or laboratory tests outside of the school day or outside the work week. An employee has an obligation to schedule these appointments outside of the work day whenever it is possible to do so.
2. When a serious illness emergency exists in the employee's immediate family (spouse or children) an employee is excused the number of days

necessary to handle the emergency.

3. When a physician prescribes a physical or mental examination or there is need for an emergency dental appointment or lab tests for the employee's spouse or children that can be scheduled only during the work day and the nature of the emergency requires the need for the employee to accompany their spouse or child during the duration of the appointment. An employee has an obligation to schedule these appointments outside of the work day whenever it is possible to do so.
4. In situations of serious illness involving a father, mother, sister, brother, grandparents or grandchildren of the employee or their spouse, the number of sick days necessary to handle the emergency are granted. It is assumed that the employee will resume work as early as the emergency situation can be remedied with the cooperation and aid of other family members, or in long term illness, with assistance from an outside agency.
5. Accumulated sick leave may be utilized for the birth of paternal or maternal grandchild.

In instances where the reason for the use of the paid sick leave is because of a serious health condition that makes the employee unable to perform the functions of their job or to care for the employee's spouse, son, daughter, or parent with a serious health condition, the absence will also be considered to be a family and medical leave.

(c) An employee shall notify the Employer of the need to utilize paid sick leave as far in advance as possible. If an employee is on sick leave for more than five (5) consecutive sick leave days, the Employer may require as a condition of the paid sick leave a physician's certificate setting forth the reasons for the sick leave. Falsely setting forth the reasons for the absence may subject the employee to discipline and/or loss of pay for the day. If the Employer has reason to believe that an employee is abusing paid sick leave and advises the employee in writing of the reasons for this belief, future use of paid sick leave may be conditioned upon receipt of a physician's certificate setting forth the reasons for the sick leave.

(d) Any paid sick leave days not utilized in a school year will be added to the employee's paid sick leave balance, with a maximum accumulation of two hundred (200) days. Employees whose employment status with the Employer ends shall not be paid for accrued but unused sick leave benefits; provided, however, that upon retirement employees with at least fourteen (14) years of service shall be paid for up to a maximum of one hundred ten (110) days of unused sick leave. Employees with fifty (50) or less accrued but unused sick leave days shall be paid at the rate of \$20.00 per day of unused sick leave; employees with more than fifty (50) accrued but unused sick leave days shall be paid at the rate of \$30.00 per day of unused sick leave up to the maximum of one hundred ten (110) days. Any days donated or assigned to the sick leave bank will not be eligible for this payment.

- C. Sick Leave Bank. The purpose of sick leave bank benefits is to provide compensable leave coverage to teachers who are absent due to extended disability because of serious personal illness or injury. Teachers shall become eligible to receive sick leave bank benefits when they have been absent from work for ten (10) consecutive working days AND have exhausted all of their personal accumulated sick leave days. The requirement of being absent for ten (10) consecutive days is waived for individuals eligible for a FMLA or disability leave. The sick leave bank shall contain a maximum of 270 days. An eligible teacher shall receive the current contractual rate of pay while disabled for a period not to exceed 180 contracted teaching days, with committee review every forty five (45) school days.

The sick leave bank committee will consist of three (3) representatives designated by the Association and two (2) representatives of the Board and the superintendent. In the case of a tie the issue will be heard by the full board of education.

Application for sick leave bank benefits shall be made in writing to the sick leave bank committee through the Superintendent and shall include medical verification. The Superintendent shall convene the committee within five (5) work days. When a determination is made, the applicant will be informed in writing, with copies to the Superintendent, business manager and committee members. The administration office shall do all paperwork and record keeping.

No eligible applicant will be denied the days that he/she has contributed. A record of each teacher's contribution shall be maintained by the administration office. The administration office shall furnish the association with a written statement at the beginning of each school year setting forth the total number of days in the sick leave bank and the number of sick leave days each member has contributed to the bank.

The teacher shall pay back to the sick leave bank a minimum of three (3) days per year for each year worked until all days borrowed are repaid to the bank or the bank becomes full. Payment shall begin at the commencement of the school year that the teacher returns to work by deducting three (3) days from the teacher's yearly allotment for that year and from succeeding years until the amount borrowed is repaid. All payments of loaned sick leave bank days will be waived if the teacher is laid off, or retires due to illness, age, or death prior to payment in full. If a teacher resigns or is dismissed for any other reason while in debt to the sick leave bank, that teacher must pay the school district the equivalent of substitute pay during time of illness for each day owed to the bank. The days paid for by the teacher will revert to the sick leave bank.

To establish and continue the sick leave bank, the following procedures will be used:

- a. Each teacher shall contribute two (2) sick leave days at the beginning of each school year of this master agreement.
- b. Should the bank be depleted to a point where the Association wishes to

add more days, all teachers shall contribute an additional day(s) to the bank for the duration of this master agreement.

- c. Teachers whose accumulated sick leave exceeds the maximum referred to in Article 11, Paragraph A may voluntarily contribute fifty percent (50%) of their sick leave days over the maximum of 110 to the sick leave bank. Their voluntary contributions shall be in writing to the Superintendent and the Superintendent shall notify the committee members within five (5) work days.

D. Family and Medical Leave. Employees who have been employed for at least 12 months and have been employed for at least 1,098 hours or hours to comply with state law of service during the immediately preceding 12 month period are eligible for leaves of absence for any one, or more, of the following reasons:

- (1) The birth of a son or daughter, and to care for the newborn child;
- (2) The placement with the employee of a son or daughter for adoption or foster care;
- (3) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
- (4) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

An eligible employee is entitled to a total of 12 workweeks of leave during a school year defined as the period from July 1 through June 30. For purposes of this paragraph, a teacher assigned to a full time teaching position will be considered to work at least 1098 hours or hours to comply with state law of service during that school year.

Employees desiring leaves of absence under this section shall provide written notice to the Employer setting forth the reasons for the requested leave, the anticipated start date of the leave, and its anticipated duration. A request for leave to care for the employee's spouse, son, daughter, or parent with a serious health condition, or due to the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, must be supported by a certification issued by the health care provider of the employee or the employee's ill family member. If the Employer has reason to doubt the validity of a medical certification, it may require the employee to obtain a second opinion at the Employer's expense from a health care provider of its choice. If the opinions of the employee's and the Employer's designated health care providers differ, the Employer may require the employee at the Employer's expense to obtain certification from a third health care provider designated or approved jointly by the Employer and the employee. The Employer may request recertification at any reasonable interval.

Employees on leaves of absence under this section shall be paid in accordance with the following:

(1) In instances where the leave is needed due to the employee's own serious health condition, the leave shall be with pay as long as the employee has available accrued paid leave days. These paid leave days shall be applied in the following order:

- (a) Paid sick leave
- (b) Paid personal leave
- (c) Paid sick leave bank (if available)

(2) In instances where the leave is needed for reasons other than the employee's own serious health condition, the leave shall be with pay as long as the employee has available accrued paid leave days. These paid leave days shall be applied in the following order:

- (a) Paid sick leave
- (b) Paid personal leave
- (c) Personally donated sick leave in the sick leave bank

As a condition of the leave, employees must utilize available paid leave in the order set forth above and cannot elect to have unpaid leave in order to retain paid leave for use at other times. Upon the exhaustion of accrued paid leave days, the remainder of the leave shall be without pay. While on leave, an employee's coverage under any group health plan shall be continued on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period.

Employees whose leave was occasioned by a serious health condition that made the employee unable to perform their job are required to obtain and present certification from the health care provider that they are fit for duty and able to return to their work. This certification must be provided at the time the employee seeks reinstatement at the end of the leave.

The provisions of this section are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that act.

- E. Disability Leave. After completion of the twelve (12) week family and medical leave requested because of a serious health condition that made the employee unable to perform the functions of their job, a supplemental disability leave of absence will be granted to employees who are unable to continue to work for the Employer because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability.

A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave and paid sick bank benefits and thereafter shall be without pay or benefits. This disability leave will continue for the period of the employee's disability or the end of the school year, whichever is earlier. At the completion of this initial school year, the Employer shall grant an extension of the leave for up to an additional twelve (12) months if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave. An employee whose leave ends prior to their being able to return to work will be considered to be on layoff with rights to return in accordance with the recall procedure. The Employer may request at reasonable times, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's medical condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate, require the employee to take a leave of absence under this Section. (If the employee does not have ten or more paid sick leave days, the ten day requirement for access to the sick leave bank will be waived). In the event that the physician selected by the Employer is considered by the Union to be inappropriate for the particular employee, the parties shall meet to select an alternative physician. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as far in advance as possible. All employees returning to work from a disability leave of absence must present a satisfactory physician's certificate indicating the employee is medically able to return to work.

- F. Workers' Compensation Leave. After completion of the twelve (12) week family and medical leave requested because of a serious health condition that made the employee unable to perform the functions of their job, a supplemental worker's compensation leave of absence for the remainder of the school year will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving payments from the Employer, subject to the Employer's right to require medical proof. At the completion of the initial period of the leave, the Employer shall grant an extension of the leave for up to an additional twelve (12) months if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave. An employee whose leave ends prior to their being able to return to work will be considered to be on layoff with rights to return in accordance with the recall procedure. The Employer may require at reasonable times, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the Employer.

Employees who incur a work-related injury or disease for which they are receiving worker's compensation benefits may utilize accrued paid sick leave days, charged to the employee's sick leave account on a pro rata basis, to maintain the difference between the employee's net take-home pay based upon their regular salary and the worker's compensation benefits received. It is agreed between the parties that this use of paid sick leave is not a wage continuation program as that term is utilized in the Worker's Compensation Act. In the event that this use is claimed to be a wage continuation program by the Board's worker's compensation carrier, the parties agree to renegotiate this subsection. As a condition of receipt of such supplemental payments, the employee agrees to reimburse the Employer for any duplicate amounts received in instances where paid sick leave is utilized and worker's compensation later provides payment for the same days.

- G. Short-term Unpaid Personal Leave of Absence. An employee, upon advanced notice, and when a substitute teacher is available, may take a maximum of five (5) days leave without pay from his contracted calendar. These days are not accumulative nor are they subtracted from illness or business leaves. This leave may be used to extend a vacation or a holiday upon Board approval. (See Absence Report Form added near end of this contract.)
  
- H. Long-term Unpaid Personal Leave of Absence. The Employer may in its discretion grant an employee an unpaid personal leave of absence. Requests for an unpaid personal leave of absence for purposes not covered by family and medical leave shall be submitted in writing to the employee's immediate supervisor at least five (5) working days in advance of the date of the requested leave of absence. All requests shall state the reason for the leave and must be signed by the employee. With the exception of leaves of absence to allow the employee to serve in any elected or appointed position, public or union, for child care purposes, or to allow for educational purposes, unpaid personal leaves of absence will not normally be granted for periods in excess of thirty (30) calendar days. Leaves of absence under this section will not normally be granted beyond the end of the school year during which the leave commenced, but the Board in its discretion may grant extensions of a leave for periods of up to one year. The commencement date and return date shall be specified in the grant of the leave of absence. All such leaves shall be without salary or benefits.
  
- I. Funeral Leave. An employee shall be granted up to five (5) consecutive days leave to attend the funeral when death occurs in the employee's immediate family. "Immediate family" shall mean the children, sister, brother, mother, father, grandparents, grandchildren of the employee or the employee's spouse, the employee's spouse or other person residing in the employee's household at the time of death. An employee shall notify their immediate supervisor of the length of the funeral leave, up to five (5) days, and the actual dates of the leave. Employees who are absent from work shall receive their regular salary for the days missed, up to a maximum of five (5) days.

- J. Jury Duty Leave. Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day, that an eligible employee serves as juror when the employee otherwise would have worked, the employee shall receive their regular salary for the days that the employee would have been scheduled to work but for the jury duty leave, and the amount the employee received from the court, excluding expense money, shall be turned over to the Superintendent's Office. In order to be eligible to receive jury duty pay from the Employer, an employee must:
- (a) Give the Employer reasonable advanced notice of the time that the employee is required to report for jury duty;
  - (b) Return to work at a reasonable time after being excused from jury duty service.
- K. Military Leave. Following two (2) years of employment, a teacher may request and with approval of the Board, be granted a leave of absence without pay, not to exceed one (1) year, subject to renewal at the discretion of the Board for military leave.
- L. Paid Personal Leave. Teachers are granted three (3) paid personal leave days per work year, not deductible from paid sick leave, which may be used as in the following instances.
- 1. This leave shall be not be used to extend school holidays or scheduled breaks unless approved by the superintendent.
  - 2. Employees desiring to use such leave shall submit their request to the school district office at least five (5) working days in advance of the anticipated absence except in cases of emergency or upon approval of the superintendent, the approved number of personnel using personal days is not to exceed five (5) people.
  - 3. No more than three (3) consecutive days leave may be taken at any one time. At the end of each school year, accrued but unused paid personal leave days in excess of two (2) shall be rolled into the teacher's paid sick leave balance. Personal leave days may accrue to a maximum of five (5).
- M. Seminars and Conferences. The Board of Education at its discretion approves attendance of teachers at educational conferences that occur on school time. These leaves do not affect the current or accumulated leave day use. The Board will grant to each employee approved to attend such function a leave with pay and agreed expense allowance for the period of time necessary to attend.
- N. Association Leave. The Board approves three (3) days leave of absence for representatives of the Association away from teaching duties to attend business relative to Association leadership and training. The Association is responsible to reimburse the

school district for the representative's salary during the absence. The school district will be responsible for payment of the substitute's salary for the three (3) days. The three (3) days for this purpose will not be deducted from current or cumulative leave of the Association representative. Not more than two (2) of the three (3) days leave of absence may be taken by any one member of the Association during a school year.

- O. Return to Work After Leave of Absence. Employees returning from leaves of absence will be reinstated to the same position the employee held when the leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, unless the employee is no longer qualified for the position. In the event that the employee returning from a leave of absence does not qualify for reinstatement, they will be considered to be on layoff with rights to return in accordance with the recall procedure.

## ARTICLE 12

### ACADEMIC FREEDOM

Academic freedom shall be guaranteed to teacher and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject only to accepted standards of professional educational responsibility.

## ARTICLE 13

### TEACHER EVALUATION

- A. The work performance of all teachers shall be evaluated in writing. Tenure teachers shall be evaluated at least once every two years. Probationary teachers shall be evaluated not less than three times during the school year; one of which will be the annual year end performance evaluation. The annual year end evaluation will include an assessment of the teacher's progress in meeting the goals set in their individualized development plan, and shall be based upon at least two (2) classroom observations conducted not less than sixty (60) days apart, unless the teacher and the Employer agree to a shorter observation interval.
- B. Within thirty (30) days after their initial employment, each probationary teacher shall be provided with an individualized development plan. This individualized development plan shall be prepared by the Employer after consultation with the probationary teacher. The Employer shall update the individualized development plan prior to the start of each probationary year of employment.
- C. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board.
- D. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. Formal observations will not normally occur the first or last three (3) weeks of school or on days where special school events or activities are scheduled. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- E. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within fifteen (15) days thereafter, and the teacher shall have the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth, and shall include specific ways to improve any deficiencies and standards of performance.

- F. A copy of a probationary teacher's annual year end evaluation will be furnished to the Superintendent. If the report contains a recommendation that the probationary teacher be denied tenure or not continued in employment for the following school year, the teacher shall have an opportunity to discuss the recommendation with the Superintendent.
  
- G. Mentor Teachers. The Employer shall assign a mentor to all new teachers who are in their first three (3) years of classroom teaching. Teachers are not required to accept assignment by the Employer as the mentor to a new teacher.

## ARTICLE 14

### MAINTENANCE OF STANDARDS

- A. All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief period, leaves and general working conditions shall be maintained at no less than the highest minimum in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.
  
- B. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.

## ARTICLE 15

### REDUCTION OF HOURS, LAYOFF AND RECALL

A. In the event the Board of Education elects to reduce the number of teachers through the layoff and or reduction of hours of personnel, the following procedure shall apply. Teachers affected by layoff and or reduction in hours will have five (5) business days during the school year and ten (10) business days during the summer recess to respond in writing to the Superintendent what rights they intend to exercise in regards to their bumping rights and or their rights to move into a current vacancy if one exists.

1. Teachers not holding a valid Michigan certificate and temporary teachers will be laid off or reduced in hours first, provided there are fully qualified and/or certified teachers to replace them.

2. If reduction is still necessary, then probationary teachers will be laid off or reduced in hours, provided there are remaining fully qualified, fully certified teachers to replace them.

3. When a position is eliminated or reduced in hours, the tenure teacher(s) with the least seniority in that position shall be laid off or reduced in hours.

4. When a tenure teacher's position has been eliminated and or reduced in hours, such teacher may bump, if certified and qualified, a teacher with less seniority.

5. When a tenure teacher has been bumped, such teacher may bump, if certified and qualified, a teacher with less seniority.

6. "Qualified" shall be defined as: all guidelines currently accepted by State of Michigan.

“Qualified” shall be defined as:

Grades K-6: K-8 Certification

Grades 6-8: K-8 Certification, 7-12 Certification, or 6-8 Certification with a major or minor in specific teaching area and/or successful teaching, experience in the past five years in the specific discipline.

Grades 9-12: 9-12 certification and a major or minor in the subject area.

Qualifications for placement in a position shall be determined by a valid state teaching certificate or license held by an employee.

7. If a teacher is not eligible to bump under the provisions of paragraph 4 or 5 above, the teacher will be laid off and or reduced in hours.

8. During layoff neither salary nor fringe benefits shall be paid, nor shall sick days or increments accrue, but upon recall unused sick days held at the start of the layoff will be reinstated, nor shall seniority be accrued during layoff.

9. If a teacher on a leave of absence would have been laid off but for the leave of absence, then upon expiration of the leave of absence, the teacher will be entitled to exercise his/her rights under paragraphs 4 and 5 above. If the teacher is not eligible under the provisions of paragraphs 4 or 5 above, then he/she shall be laid off.

10. A teacher will be recalled from layoff to his/her original position when the position is declared vacant by the Board, or to a vacancy declared by the Board for which the teacher is certified and qualified.

11. In the event a teacher whose services have been discontinued through layoff is mailed a notice of recall, by certified mail, return receipt requested, to his last known address on file in the Board's office, and such teacher does not notify the Board in writing, by certified mail, return receipt requested, within fifteen (15) days after such offer, of his acceptance, then such teacher shall have no further rights of reinstatement for that particular recalled position.

12. For purposes of layoff and recall, an employee who requests the State Board of Education to nullify a previously issued certification will be considered to have turned down any vacancy that occurs for which the teacher would have been certified and qualified but for the nullification of the certification, and the teacher shall have no further rights of reinstatement with the District.

## ARTICLE 16

### STAFF SENIORITY

- A. A seniority list shall be prepared by the Board and verified by the Association. Seniority is defined as length of continuous service within the Forest Park School District subject to restrictions included in this Collective Agreement. Teachers shall accrue seniority for the portion of the day or year for which they are employed. It is the individual employee's responsibility to notify the Superintendent of any changes or anticipated changes in certification, in endorsements and in majors and minors. Such notice must be given prior to May 1 if to be used in making assignment from current seniority list, and appropriate documentation provided as soon as available. When two (2) or more employees have the same years of service they will be ranked in order of their respective dates of hire. When two (2) or more employees have the same years of service and the same date of hire, they will be ranked in order of their respective Board approval dates. When two (2) or more employees have the same years of service, the same date of hire and the same Board approval date, the individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and teachers so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representative to be in attendance.
- B. The seniority list including seniority date, years of service, type of certification, majors, minors and leave published by the end of the first semester. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association. When the seniority list is published, it shall also list the date of hire and the years of service.
- C. Teachers transferring to supervisory or executive positions shall have their seniority frozen at the total number of years service in the bargaining unit. Upon returning to teacher status the member would be reinstated with prior earned seniority. However, it is expressly understood by both parties that a supervisor shall not replace a presently employed teacher in the system in order to return to teaching status.
- D. All seniority is lost when employment is severed by resignation, retirement, discharge for cause or transfers out of said bargaining unit position, other than in C above. In cases of layoff, teachers so affected retain all seniority accumulated as of the effective date of layoff for a period of three (3) years.

## ARTICLE 17

### SCHOOL CALENDAR

A. The District shall establish the school calendar in accordance with the following criteria:

(1) The calendar shall contain sufficient teaching days to comply with state law.

(2) The calendar shall contain sufficient hours of instruction to comply with state law.

(3) The calendar shall contain sufficient professional development/in-service days to comply with state law.

Prior to the start of the school year, the District and the Association's calendar committee shall meet to establish the calendar for that year.

B. The Board reserves the right in an emergency situation to revise the calendar as deemed necessary with input from the Association.

## ARTICLE 18

### PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. The Board in its discretion may grant new employees up to ten (10) years of credit on the Salary Schedule set forth in Appendix B for prior teaching experience or other related work experience.
- C. The Salary Schedule is based upon the regular school calendar as set forth in Appendix A and the normal teaching load as defined in this Agreement. For classroom assignments in excess of the regular school calendar and the normal teaching load, teachers will be compensated at their individual hourly rates. This paragraph does not apply to community school instruction.
- D. A teacher's daily rate is an amount of dollars equal to a fraction of one over the number of calendar work days in the school year. The hourly rate will be figured at 1/7th of the daily rate.
- E. Teachers involved in extracurricular assignments shall be compensated as set forth in Schedule B which is attached to and incorporated into this Agreement. Teachers who are assigned to extracurricular assignment for less than the full period will be compensated on a pro-rata basis. These are not tenure positions, and are yearly appointments. Based upon reappointment to the same extracurricular position, it is understood that incremental advancement is dependent upon service in the same activity and assignment. Any change from one activity to another will cause the individual to revert back to the BA salary, Base Step 1. Teachers who retire are required to resign from all extra duty assignments, with the option to reapply for the position.

## ARTICLE 19

### STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Since the teacher's authority and effectiveness in his classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the special counselors, social workers, law personnel, physicians and other professional persons, the Board will take reasonable steps to relieve the teacher of responsibility with respect to such pupil.
- B. A teacher may temporarily exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation make the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, in writing, as promptly as his teaching obligations will allow, full particulars of the incident.
- C. Suspension of students from school may be imposed only by a principal or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interview with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted. When a teacher has one or more pupils in class who constitute serious behavioral problems, appropriate recognition shall be given by way of reduced class size, greater or more frequent relief periods, or additional compensation as agreed between the Board and the Association.
- D. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- E. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment (action not in violation of Board policy), the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.
- F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

- G. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of professional ethics is involved, the Association shall be notified.

## **ARTICLE 20**

### **PROFESSIONAL GRIEVANCE PROCEDURE**

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.
- C. Within five (5) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Association.
- D. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting or ten (10) school days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent. Within five (5) school days the superintendent or his designee shall meet with the Association on the grievance and indicate his disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) school days of such meeting or ten (10) school days from the date of filing, whichever shall be later, the grievance shall be submitted to the Board within ten (10) working days by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall hold a hearing on the grievance, and give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.
- F. The Association may request arbitration of any unresolved grievance which is arbitrable by filing the Arbitration Request Form with the American Arbitration Association and delivering a copy of this Form to the Employer through the Superintendent's Office within thirty (30) working days following the receipt of the Board's written disposition. If the Board fails to answer a grievance within the time limits set forth in Paragraph E, the Association may request arbitration by filing the Arbitration Request Form with the

American Arbitration Association and delivering a copy of this Form to the Employer through the Superintendent's Office not later than thirty (30) working days following the date the Board's written disposition was due. The grievance may thereafter be submitted to arbitration. If the Association does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition.

If a grievance is to be submitted to arbitration, the arbitrator shall be selected from a panel submitted by the American Arbitration Association pursuant to their rules. The fees and expenses of the arbitrator and all hearing location costs shall be shared equally by the Association and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own representatives and legal counsel.

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly, or to rule upon a specific grievance considered settled. In addition, the following may not be considered by the arbitrator:

1. The termination of service of or failure to reemploy any probationary teacher.
2. Any action involving a tenured teacher, including but not limited to discharge, demotion, layoff or failure to recall, if that action when timely raised is subject to review before the Michigan Teacher Tenure Commission.

If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided.

The arbitrator's decision shall be final and binding upon the Association, the Employer and employees in the bargaining unit; provided, however, that each party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

- G. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- H. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as

soon thereafter as possible.

- I. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of the Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.
- J. Filing time for an alleged violation is limited to twenty (20) teaching days from the date of an alleged incident.

## ARTICLE 21

### NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in the Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving such matters.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board to take any other lawful measures it may deem appropriate.

## ARTICLE 22

### CONDITIONS RELATIVE TO PAY

- A. To receive additional pay for credit, substantial evidence in the form of official transcripts shall be placed on file in the Office of the Superintendent not later than September 1 of the school year. In an instance of late August summer sessions, other evidence may be presented by September 1 until the transcript is available. An adjustment to a salary will be allowed during the school year at end of each semester. With a record of a passed completed course or an updated official transcript, submitted to the business manager prior to two weeks before the next pay period, the adjustment will be made.
- B. Teachers shall be paid on alternate Fridays. During the school year teachers will receive paychecks in their individual school boxes designed for mail and announcements. During the summer months paychecks will be distributed from the main office in Crystal Falls. Any teacher who prefers the mailing of checks during the summer months will request this service in writing before leaving at the close of the school year.
- C. For the convenience of teachers, anyone may request the full remaining amount of salary on the last pay day of the fiscal year in June. No other payments are made in advance of the designated pay dates.
- D. When computing deductions in teacher paychecks for scheduled days not worked for which pay is not to be awarded, the following six (6) days are to be added to the calendar of work days: Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Good Friday, and Memorial Day.
- E. Teachers may request a pay option of twenty one (21) pay periods or twenty-six (26) pay periods. When doing so they need to notify the bookkeeper by August 15 of their preference (choice), and this pay schedule will remain in effect for a one-year period.

## ARTICLE 23

### MEDICAL - HOSPITAL BENEFITS

A. The Employer maintains a Section 125 Cafeteria plan which offers qualifying employees an option to select health insurance coverage or payment in lieu of health care coverage in accordance with the following:

1. During the term of the contract (2007-2010), each Employee will pay the following:

MESSA Choices 2: 5/10 Drug Card

Co-pay:

2007-08 = \$55 a pay @ 26 pays and or \$1,430.00 a year per employee

2008-09 = \$65 a pay @ 26 pays and or \$1,690.00 a year per employee

2009-10 = \$75 a pay @ 26 pays and or \$1,950.00 a year per employee

Those employees choosing to receive their pay over a period of 21 pays a year will have their individual premium sharing costs prorated to meet the 21 pay period cycle.

- (a) Full-time employees newly hired by the Board shall be eligible for insurance premium coverage as outlined in Article 23 Section 1, upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.
- (b) Changes in family status shall be reported by the employee to the Superintendent's office within thirty (30) days of such change.
- (c) An employee eligible for medicare shall enroll for medicare benefits (parts A & B) within thirty (30) days of his/her first eligibility date.
  - (1) Teachers eligible for medicare benefits on and after January 1, 1983, must notify the Board of Education, in writing, of their primary program election. Employees can either elect medicare of the school provided plan as their primary program (as required by T.E.F.R.A.).
  - (2) The Board of Education will not be liable for any penalties against the employee by the insurance carrier (including Medicare) as the result of his/her election.
  - (3) To the extent permitted by law, premiums for medicare supplement and medicare part B premiums shall be paid on behalf of the

employee spouse and/or qualified dependents eligible for medicare.

- (d) Any consideration for a change of insurance carrier will be made only after there is mutual agreement by the Board and Association that the program provided by the new carrier is equivalent to the benefits as stated.
  - (e) The Board agrees to provide the above mentioned benefits programs within the underwriting rules and regulations as set forth by the carrier in the master contract held by the policyholder.
2. If 1-3 employees opt out of benefit protection, those employees will be provided \$183.00 per month to be used for the purchase of fixed and variable option programs. Any amounts exceeding the Board subsidy shall be payroll deducted. The programs to be offered shall be mutually agreed between the Employer and the Association. However, if 4 or more employees opt out of benefit protection plan, then thirty-five percent (35%) of the current premium divided by twelve (12) months with a cap of \$4,950.00 per year will be provided for the purchase of fixed and variable option programs as outlined above.
- B. The Board agrees to purchase term life insurance coverage in the amount of Five Thousand Dollars (\$5,000) for each teacher. Teachers who have board provided term life insurance have a thirty (30) day conversion right upon termination of employment. Any teacher electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.
  - C. In the event of resignation with the teacher leaving his position before the conclusion of the contract year, the benefits will be terminated the last day of the month following the month the teacher left the service of the school district. All teachers completing the contract year will be carried through August 31 of the particular school year.
  - D. Benefit payments for the teacher on a leave of absence without pay for illness, pregnancy, etc. will be terminated in the same manner as one who resigns before the close of the contract year except when the resignation occurs during the summer months, in which instance the benefit payments by the school district terminate on August 31 of the particular school year.
  - E. The Board shall provide payment of premiums for a dental and vision program which shall provide not less than the benefit levels comparable to Delta Dental Premier and MESSA VSP3 Plus. The parties agree that the carrier for dental and vision will not be named in the contract. The parties further agree that the Maintenance of Standards clause shall apply to any change in the dental and vision carrier. In the event the Board finds a dental or vision plan at a lower cost that provides equal or better coverage, the Board agrees to discuss any proposed change with the Union.

## ARTICLE 24

### MISCELLANEOUS PROVISIONS

- A. No polygraph or lie detector device shall be used in any investigation of any teacher unless recommended by law enforcement officers and acceptable to the individual teacher.
- B. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed and added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to the Agreement.
- C. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found 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.
- F. Copies of this Agreement shall be printed at the joint expense of the Board and the Association and presented to all teachers now employed, hereinafter employed, or considered for employment by the Board.
- G. Background Checks. As a condition of employment, all new employees are required to undergo a detailed background check and to provide detailed information regarding their professional background. The Board shall endeavor to complete this background check in an expeditious manner, but may be required to provisionally start the employment of individuals before the results of this background check are fully known. In the event that the background check reveals information that would prevent the District from employing the individual, or if the individual provides false or misleading information regarding their professional background, the individual's contract of employment shall be considered to be void and the employment relationship shall immediately be terminated.
- H. Mentor Program. The following provisions apply to the mentor program:
  - 1. The District has the right to select a currently employed tenured teacher to be mentor teachers.

2. Acceptance of an assignment as a mentor teacher will entail a one year commitment on the part of the mentor teacher, but no teacher will be required to accept such assignment.
  3. The mentor or the probationary teacher may request to opt out of the mentor-teacher relationship.
  4. When possible, the mentor teacher and the probationary teacher should have a common preparatory program and teach in the similar field.
  5. Neither the mentor teacher nor the probationary teacher shall be able to participate in any matter in the evaluation of the other.
  6. The mentor teacher shall be paid a stipend at the completion of each year of the mentoring relationship. The stipend shall be 1.50% of the base for the first year and 1.00% of the base in each of the next two years.
- I. Length of Contractual Proposal: The Employer offers the following three year (2007-2010) package proposal of selected issues: Effective upon ratification date will be September 1, 2007 through August 31, 2010.
1. General Wage Increase: 2.25% increase in the salary schedule in 2007-2008, a 2.25% increase in the salary schedule in 2008-2009 and a 2.5% increase in the salary schedule in 2009-10. The above salary percentage increase is guaranteed for all employees each year regardless of current and or future pay scale positions and or developments.
  2. Press Release: The District will release a favorable press release upon contract ratification by both parties.

**ARTICLE 25**

**EFFECTIVE DATES**

This Agreement is effective from September 1, 2007 to midnight August 31, 2010.

**FOREST PARK EDUCATION ASSOCIATION:**

President: \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_ Dated: \_\_\_\_\_

**FOREST PARK SCHOOL DISTRICT:**

\_\_\_\_\_  
President, Board of Education Dated: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Education Dated: \_\_\_\_\_

\_\_\_\_\_  
Superintendent Dated: \_\_\_\_\_

APPENDIX A  
FOREST PARK SCHOOL DISTRICT  
2007-08 SCHOOL CALENDAR

Teacher Inservice Day.....	Aug 28 (No Students)	
Teacher Inservice Day.....	Aug 29 (No Students)	
Teacher Prep Day .....	Aug 30 (No Students)	
Labor Day (no school).....	Sept 3	
Classes Begin.....	Sept 4	
Parent/Teacher Conferences (no school).....	Oct 24	
Teacher Inservice Day (no school).....	Oct 25	
Teacher Inservice Day (no school).....	Oct 26	
End of Marking Period.....	Nov. 2	(41 days)
Hunting Day (no school) .....	Nov 15	
Hunting Day (no school).....	Nov 16	
Thanksgiving .....	Nov 21	
Thanksgiving .....	Nov 22-23	
Christmas Break .....	Dec 22 – Jan 2	
Classes resume.....	Jan 3	
End of 1st Semester-End of Marking Period .....	Jan 17	
Teacher Records Day (no school) .....	Jan 18	(41 days)
President’s Day (no school).....	Feb 18	
Spring Break (no school).....	March 17 – 24	
Classes resume.....	March 25	
End of 3 <sup>rd</sup> Marking Period.....	March 28	(43 days)
Parent/Teacher Conference (no school).....	April 3	
Teacher Inservice Day (no school).....	April 4	
Graduation Day.....	May 25	
Memorial Day (no school) .....	May 26	
Last Day for Students .....	June 5	
Records Day/Last day for teachers.....	June 6	(46 days)

Early Dismissal will precede Thanksgiving Break

171 Student Days  
181 Teacher Days

Any school days canceled due to inclement weather or other emergencies that need to be made up to meet State requirements will be added at the end of the school year.

The Administration may schedule up to one (1) faculty meeting per month of reasonable duration. In no event shall any such meeting last beyond 4:00 p.m.

SCHEDULE B  
**EXTRA DUTY ALLOWANCE**  
 (All salaries based on BA level)

Athletic Activities

1 Head Coach, Football, Boys	12%
1 Asst. Coach, Football, Boys	8%
1 Asst. Coach, Football, Boys as Head J.V.	8%
1 Asst. Coach, Football, Boys J.V.	4%
1 Head Coach, Basketball, Boys	12%
1 Asst. Coach, Basketball, Boys, as Head J.V.	8%
1 Asst. Coach, Basketball, Boys, as 9th Grade	6%
1 Asst. Coach, Basketball, Boys, 8th Grade	4%
1 Asst. Coach, Basketball, Boys, 7th Grade	4%
1 Head Coach, Basketball, Girls	12%
1 Asst. Coach, Basketball, Girls as Head J.V.	8%
1 Asst. Coach, Basketball, Girls, 8th Grade	4%
1 Asst. Coach, Basketball, Girls, 7th Grade	4%
1 Head Coach, Track, Boys	5%
1 Head Coach Track, Girls	5%
1 Track Assistant	2.5%
1 Head Coach, Cross Country, (Boys and Girls)	6%
1 Head Coach, Golf, (Boys and Girls)	6%
1 Coach, Cheerleaders	8%
1 Coach, Assistant Cheerleaders	4%
1 Coach, Tennis	4%
1 Head Coach, Volleyball, Girls	12%
1 Asst. Coach, Volleyball, J.V.	8%

Other Activities

1 Forensics Coach	3.5%
1 Advisor, Newspaper (If an extracurricular activity)	2%
1 Coach, Dramatics	5.5%
1 Advisor, Student Council	2.5%
1 Advisor, Senior Class	3.5%
1 Advisor, Yearbook (If an extracurricular activity)	5.5%
1 Advisor, Junior Class	3%
1 Advisor, Sophomore Class	1%
1 Advisor, Freshman Class	1%
1 Director, Varsity & Marching Bands	8.5%
1 Advisor, Jr. High Student Council	2.5%
1 Advisor, Chess Club	1%
1 Noon hour gym supervisor, (\$10.00 as needed)	
1 Guidance Counselor, 1 week before school starts	pro-rata
1 Pep Band Advisor	6%
1 Science Olympiad Advisor	2%
1 SADD Advisor	2%
1 Professional Business Association Advisor	2.5%
1 Technology Facilitator, K-12	3.5%
1 Choir Position	2%
1 Saturday School Facilitator	Sub Rate of Pay
1 Quiz Bowl Advisor, High School	2.5%
1 Pom Pom Advisor	2.5%

- A. Schedule B is the extra duty allowance (payment) for athletic and other student activities. All percentage salaries paid are based on the BA level.

**Coaching Positions:**

All persons currently on Schedule "B" at the end of the 2004-2005 school year will maintain and freeze their step level if above five (5) if recommended by the athletic director for continued assignment. Any new hire will be salary based with step increases up to level five (5). If you move within an activity (i.e. basketball to basketball) you take your step with you. If you move to a new activity (i.e. basketball to volleyball) you revert to Step 1 BA level. Raises will be based on percentage of BA level increases. No head coach shall receive less salary than an assistant in that activity.

**Activities Positions:**

All persons currently on Schedule "B" at the end of the 2004-2005 school year will maintain and freeze their step levels above five (5) if recommended by the principal for continued assignment. Any new hire will be salary based no steps. If you move activities, you revert to Step 1 BA level. Raises will be based on percentage of BA level increased.

All vacant Schedule B positions shall be first posted internally for 5 business days during the school year or 10 business days if during the summer months. If no qualified applicant is obtained from the membership after the position is posted as indicated above, the position may be posted externally. The Board may give priority to a qualified member for a Schedule B position over a non-member.

**New Positions Created with job descriptions and qualifications as necessary:**

After School Attendance Officer at \$17.50 per hour (first right of refusal)  
After School Tutor at \$17.50 per hour (first right of refusal)  
Homebound Teacher at \$25.00 per hour

APPENDIX C

PROFESSIONAL GRIEVANCE REPORT

School District \_\_\_\_\_  
School \_\_\_\_\_

Grievance Number \_\_\_\_\_  
Date of Violation \_\_\_\_\_  
Date of Grievance \_\_\_\_\_

Subject to provisions of the Professional Negotiations Agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage or the professional grievance procedure, including mediation, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Approved for Processing:

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant (use reverse side for additional signatures if more than one grievant)

Principal's Disposition:

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal

Association's Disposition: Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Date \_\_\_\_\_

Superintendent's Disposition:

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

Association's Disposition: Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Date \_\_\_\_\_



APPENDIX F  
AUTHORIZATION FOR PAYROLL DEDUCTION OF SERVICE CHARGE

By: \_\_\_\_\_  
(Please Print) Last Name      First Name      Middle Name

To: \_\_\_\_\_  
Employer                                      and                                      Association

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings once a month a service charge, as provided in the existing Agreement, which amount shall be certified by the Union as being the reasonable cost of negotiation and administration of the Agreement.

The amount deducted shall be paid to the Treasurer of the Association. This authorization shall remain in effect unless terminated by me by written notice to the Association and Employer subsequent to June 1 and prior to September 15 of any year or termination of my employment.

If I do not terminate this authorization as stated above, it shall be automatically renewed for another year.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City and State



FOREST PARK SCHOOL DISTRICT  
-and-  
FOREST PARK EDUCATION ASSOCIATION

Letter of Understanding Regarding Early Retirement Program

- A. A teacher who has acquired a minimum of fifteen (15) years of service in the Forest Park School system as of August 31, 1994 may at their option, take early retirement. The Employer (Board) agrees to provide an annual stipend, according to the following table:

Option 1		Option 2	
1st year	\$5,000	1st year	\$3500
2nd year	5,000	2nd year	\$3500
3rd year	5,000	3rd year	\$3500
4th year	5,000	4th year	\$3500
5th year	5,000	5th year	\$3500
6th year	5,000	6th year	\$3500
7th year	5,000	7th year	\$3500
		8th year	\$3500
		9th year	\$3500
		10th year	\$3500

This early retirement must be elected during the first year that the individual is eligible to retire under either the normal or early retirement definition, and one year of stipends or \$5000, whichever is greater, is lost for each year thereafter that the employee does not elect to retire.

In the event the affected teacher dies during the period between the date of his/her retirement and the seven (7) years of his/her early retirement payments, the Employer (Board) shall continue payment of the above described stipend to the deceased teacher's estate. Such payment shall continue for the same amount of time as it would had the teacher lived throughout the period.

- B. Notification of Intent to Retire:  
Notification to the Superintendent of intent to retire by December 1.

Final written notification of intent to retire by April 30.

- C. The annual early retirement stipend shall be paid to the affected teacher at his/her option, according to the following schedule:

1. The total stipend in one installment to be paid each September.

2. The stipend to be paid in two installments. The first installment to be paid in September, the second to be in January.

D. "Retirement" as used in this article shall mean severance of active employment with the School District and verification to the Board from the Michigan Public Schools Employee's Retirement System that the teacher will be receiving retirement benefits from said retirement system as of July 1 of that year. The affected teacher will notify the School District and the Association of his/her early retirement in writing no later than April 30 of the present year.

If a teacher decides to retire after April 30, but before October 31, his/her request for early retirement incentive must be agreed to by both the Employer (Board) and the Association. The deciding agent for the Association will be its Executive Board.

F. "Year" as used in this Article will mean from September 1 through August 31.

G. It is expressly understood that if a Michigan Court, following exhaustion of all available appeals, rules that early retirement incentive program described in this Article shall be null and void, except to the extent permitted by law. Should this incentive program be found to be null and void, the retirees who retired under the provisions of this program shall be eligible at their individual option to be reinstated for active service with the Employer (Board) to the first available position for which they are certified/qualified. In no case, however, shall placement be delayed longer than the beginning of the next school year. Pertaining to this Article, rights such as seniority, sick leave, fringe benefits, etc. shall be retained by the retiree.

H. Persons retiring due to a medical disability which qualifies them for retirement benefits from the Social Security Administration, the State Retirement Board, Workers Compensation, or any Board provided Disability Insurance, are not eligible to qualify for benefits under this plan. Once a person is receiving benefits through the Early Retirement Incentive Program, no subsequent disability will adversely affect those benefits.

I. In the event the Federal Social Security law or Michigan Public Schools Employee's Retirement System are amended or changed in any way that adversely affect this program, this letter of understanding may be opened for renegotiation by request of either party.

J. It is mutually understood that anyone receiving benefits as a result of this program will not retain any recall rights, seniority, sick leave, or fringe benefits other than defined herein.

K. The parties agree that a retired teacher who qualifies for the early retirement program may purchase medical insurance from the school upon the approval of the health

insurance carrier.

L. Teachers who choose to retire at mid-year shall notify the Superintendent in writing by no later than November 10 of that same school year. A mid-school year retiree will receive one-half a stipend for that year with the stipend reverting back to the full amount for each full year thereafter.

M. The following employees are eligible to participate in the early retirement program established by this letter of understanding:

Verl Hudson

Ray Palmer

Carol Sherby

FOREST PARK EDUCATION ASSOCIATION:

President: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Dated: \_\_\_\_\_

FOREST PARK SCHOOL DISTRICT:

\_\_\_\_\_  
President, Board of Education  
  
\_\_\_\_\_  
Secretary, Board of Education  
  
\_\_\_\_\_  
Superintendent

Dated: \_\_\_\_\_  
  
Dated: \_\_\_\_\_  
  
Dated: \_\_\_\_\_

FOREST PARK SCHOOL  
-and-  
FOREST PARK EDUCATION ASSOCIATION

Letter of Understanding

- A. This letter of understanding is between the FPEA and Forest Park District Board of Education on July 23, 2007.

A choir position to be created at a cost 2%.

FOREST PARK EDUCATION ASSOCIATION:

President: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Dated: \_\_\_\_\_

FOREST PARK SCHOOL DISTRICT:

\_\_\_\_\_  
President, Board of Education  
  
\_\_\_\_\_  
Secretary, Board of Education  
  
\_\_\_\_\_  
Superintendent

Dated: \_\_\_\_\_  
  
Dated: \_\_\_\_\_  
  
Dated: \_\_\_\_\_

CONTRACT AGREEMENT

between

FOREST PARK SCHOOL DISTRICT  
BOARD OF EDUCATION

and

THE FOREST PARK EDUCATION ASSOCIATION

September 1, 2007 through August 31, 2010

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