CONTRACT AGREEMENT

between the

FOREST PARK SCHOOL
DISTRICT BOARD OF EDUCATION

AND THE

FOREST PARK EDUCATION ASSOCIATION

September 1, 2024 through August 31, 2027

TABLE OF CONTENTS

Article 1 – Recognition	3
Article 2 – Board Rights	4
Article 3 – Association Rights	6
Article 4 – Fair Employment Practices	8
Article 5 – Verification of Teacher Certification	9
Article 6 – Employee Rights	10
Article 7 – Teacher's Duty Day	14
Article 8 – Assignment	15
Article 9 – Regular Leaves of Absence	16
Article 10 – Academic Freedom	24
Article 11 – Mentor Teachers	25
Article 12 – Maintenance of Standards	26
Article 13 – Staff Seniority	27
Article 14 – School Calendar	30
Article 15 – Professional Compensation	31
Article 16 – Student Discipline and Teacher Protection	32
Article 17 – Professional Compensation	34
Article 18 – Negotiation Procedures	37
Article 19 – Conditions Relative to Pay	38
Article 20 – Medical-Hospital Benefits	39
Article 21—Transfers	41
Article 22—Vacancies	42
Article 23—Evaluations	44
Article 24 – Miscellaneous Provision	47
Article 25 – Effective Dates	49
Appendix A – Salary Schedule Agreements	50
Appendix B – Extra Duty Allowance (Schedule B)	56
Extended Teaching Duties (Schedule B)	
Appendix C – Professional Grievance Report Form	58
Appendix D – Absence Report/Other Leave Forms	59

This Agreement entered into as of this 15th day of August, 2021, 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, 2024 to midnight August 31, 2027.

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 policies, 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 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. 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. The business manager is not responsible to generate new documents.

F. Beginning February 13, 2024, and every 90 days thereafter, designated Association representatives will be given a complete listing of all bargaining unit staff that includes the following:

1. First, middle and last name
2. Start date of employment in current bargaining unit

G. The above listed information shall be provided via email in an attached spreadsheet provided by the Association

H. Designated Association representatives shall be given, via e-mail and attached spreadsheet, the same information detailed in Section A above within five (5) business days of any new hires of bargaining unit members that occur throughout the year.

I. Termination of employment, by any bargaining unit member shall be reported to the designated Association representatives, including the termination date, via e-mail no later than five (5) days after the member’s last day of employment.

J. Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) lasting more than five (5) days shall be reported to the designated Association representative via e-mail no later than five (5) business days after the first day of leave. Notification of any bargaining unit member returning from a layoff of leave of absence (paid or unpaid) shall be reported to the designated Association representatives via e-mail no later than five (5) business days after the first day of return.

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, religion, color, national origin or ancestry, sex, sexual orientation, marital status, physical characteristics or disability, place of residence, 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, religion, color, national origin or ancestry, sex, sexual orientation, marital status, physical characteristics or disability, place of residence, 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 June 30 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. Concerted Activity Pursuant to the Michigan Public Employment Relations Act (PERA) as amended, MCLA 423.201 et seq., MSA 17.455(1) et seq., the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Association and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA or other laws of Michigan, or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Association at any time by the Employer.

B. Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

C. The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer.

D. Sexual Harassment

1. Sexual harassment against bargaining unit members will not be tolerated in the District's employment practices. Sexual harassment for the purposes of this Article is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
    a. Submission to the conduct is made either an explicit or implicit condition of employment;
    b. Submission to or rejection of the condition is used as the basis for an employment decision affecting the harassed unit member, or
    c. The harassment substantially interferes with a bargaining unit member's work environment or creates an intimidating, hostile, or offensive work environment.

2. For the purposes of this Article, sexual harassment does not refer to behavior or occasional compliments of socially acceptable nature as determined by a reasonable person of the victim's gender. It refers to behavior which is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale, and that therefore interferes with the victim's work (or academic) effectiveness. Sexual harassment includes, but is not limited to, the distribution or displaying of sexually suggestive or related photographs, drawings, and graffiti; sexually degrading words and innuendoes; sexual advances and propositions; and verbal or physical abuse of a sexual nature.

3. Any bargaining unit member accused of sexual harassment shall be entitled to all the protections of this Agreement.

4. Any bargaining unit member who is dissatisfied with the Employer's response to his/her complaint of harassment may file a grievance. However, when the grievance procedure would result in the accused harasser hearing the grievance, the grievance may be transmitted to the next step at the option of the grievant. The Employer hereby assures employees that all complaints will be handled confidentially and shall be investigated without delay. In no event will the Employer permit or engage in retaliation of any kind against any employee who initiates a complaint.

E. Reasonable Accommodation of Disabled Employees

1. The Employer shall make reasonable accommodation on an individual, case-by-case basis to the known physical or mental limitations of an otherwise qualified individual with a disability, unless the Employer can demonstrate that the accommodation will impose an undue hardship on the operation of the program.

2. The Employer will provide notice to the Association of any potential need for accommodation and seek Association input on proposed accommodations.

3. A specific plan of accommodation proposed by an affected employee and the Association which is reasonable will be accepted by the Employer.

4. An accommodation will not violate any of the provisions of this Agreement (bumping, seniority, etc.) without authorization by the Employer and the Association.

5. In determining whether a proposed accommodation is reasonable and not an undue hardship, the Employer will look to the factors set forth in the Americans with Disabilities Act (ADA) and §504 of the Rehabilitation Act of 1973.

F. Discipline

A bargaining member may only be disciplined for reasons that are not arbitrary or capricious. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges; or other actions of disciplinary nature. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed.

G. Progressive Discipline A program of progressive discipline shall be followed. A progression of discipline shall be followed prior to the imposition of any other economic discipline on any member of the bargaining unit.

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide cause for the acceleration of the above progression of discipline.

H. Association Representation A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

I. Personnel File Employees will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment and to have a representative of the Association accompany him/her in such review. Other examination of a bargaining unit member's file shall be limited to qualified supervisory personnel, except that a non-bargaining unit member Association representative may review such files when necessary for contract administration purposes or to provide the bargaining unit member representation in other administrative or legal proceedings. 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 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.

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.

J. Complaints No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the bargaining unit member believes the material to be placed in the file is inappropriate or in error, the material will be corrected or expunged from the file, whichever is appropriate. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit member's personnel file.

K. Committee Membership
The District shall indemnify and otherwise hold harmless any bargaining unit member serving as a participant on District, state or federally mandated committees. At District expense, the bargaining unit member(s) shall be provided with legal counsel in the event of complaints and/or litigation arising as a consequence of participation on such committees.

L. All bargaining unit members shall be treated fairly and equitably.

ARTICLE 7
TEACHER'S DUTY DAY

A. The teacher's duty day begins and ends 20 minutes before and after the scheduled student day supervising students. The starting and ending times can be adjusted when necessary to meet State instructional hour requirements. Elementary teachers will not be required to supervise class time recess periods.

B. Middle School and Secondary teachers will be at their first period teaching station or area assigned by administrator(s) 20 minutes prior to the beginning of the scheduled student day and will remain on duty at that assignment to supervise arriving children. All classes will begin promptly at 8:20 a.m. The start time may be adjusted yearly.

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 20 minutes past the end of the scheduled school day. 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, 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, the teacher's day will end 5 minutes after student dismissal.

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 enter an absence into the Red Rover absence management program up until 7:00 a.m. on the day of the absence. After 7:00 a.m. teachers will phone in an absence to the elementary office, 214-4695 extension 320, or secondary office, 214-4695 extension 322. Substitutes will be assigned by the principal or his/her secretary.

ARTICLE 8

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 during the school year, the teachers affected shall be notified promptly in writing of the change in assignment.

C. 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.

D. No teacher will be required to cover another teacher's class unless the teacher is compensated $20 if such assignment is district induced. The teacher asked has the right to refuse to cover said class.

ARTICLE 9

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 10 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 in their first year of employment, will be credited with one paid sick leave day following the first full month of employment. After the completion of the next month of work and monthly thereafter in the contract work year, the employee will be credited one (1) day of paid sick leave up to 10.

(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 (father, mother, children, sister, brother, grandparents, or grandchildren of the employee or their spouse) an employee is excused the number of sick days necessary to handle the emergency. 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, per FMLA.

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. 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) 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 twenty (20) years of service to the District- $45.00 per unused sick leave up to 200 days. Twenty-five (25) years of service to the District- $55.00 per unused sick leave up to 200 days. Any days donated or assigned to the sick leave bank will not be eligible for this payment.

(e) Any paid sick leave day accumulation over 200 days at the school year's end will be paid to the bargaining unit member at a rate of $25 per day.

(f) The school district will buy back (1) one personal day and (1) one sick leave day at $100 per day. The district must be notified in writing by the employee by the end of first day of school. If an employee only requests one day of buyback, it must be a personal day.

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. (FMLA law) 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. The Employer may request recertification after 14 days.

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 six (6) 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 unless approved by the superintendent.

3. No more than three (3) consecutive days leave may be taken at any one time. At the end of each school year, unused paid personal leave days shall be rolled into the teacher's paid sick leave balance; however, employees may request up to five (5) consecutive paid personal leave days, excluding before and after a break, and with school board approval may be granted.

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 10

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 11

Mentor Teachers

The Employer shall assign a mentor to all new teachers who are in their first three (3) years of classroom teaching, and to all teachers in their first year, new to the district, if within their first 5 years of teaching. Teachers are not required to accept assignment by the Employer as the mentor to a new teacher.

ARTICLE 12

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.

ARTICLE 13

STAFF SENIORITY

SENIORITY

A. No later than thirty (30) days following the ratification of this agreement, and by every September 30 thereafter, the employer shall prepare a seniority list. When the seniority list is published, it shall also list the date of hire, the years of service.

B. The seniority list shall be published and mailed or delivered to each bargaining unit employee by October 1 of each school year. Challenges or revisions to the list must be filed by November 1 of that same year; otherwise, the seniority list will be considered final for that school year. Should there be disagreement by November 1 of the school year, the Board and Association shall submit the issue to Expedited Arbitration under the rules of the American Arbitration Association for determination of the final seniority list.

C. Seniority is defined as the length of unbroken service within the bargaining unit and shall be computed from the bargaining unit employee's first day of work since the most recent date of hire. No bargaining unit member shall earn more than one (1) year of seniority in a given school year. Seniority shall be prorated for part-time employees. All bargaining unit employees shall be ranked on the list in the order of their first day of work, as defined above. 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. The Association and bargaining unit employees 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 bargaining unit employees and Association Representatives to be in attendance.

D. All seniority is lost when employment is severed by resignation, retirement, discharge, or transfer to a non-bargaining unit position for more than one (1) year; however, until recall rights are terminated by the employee, seniority is retained (frozen) if severance of employment is due to layoff.

E. Seniority shall continue to accumulate when bargaining unit employees are on approved unpaid leaves of absence due to Military Duty leave.

F. 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.

REDUCTION IN PERSONNEL – LAYOFF AND RECALL

A. It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be considered:

    1. Certification/Qualification status and experiences.

B. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the opportunity to apply for such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified candidate.

C. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers.

D. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.

E. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

F. Definitions:

    i. Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses, with the Board. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement.

The teacher shall provide written notice to the Board and Association of any change to their certificates, endorsements, or licenses after the original filing of same with the district. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.

ii. Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification. Further, their degree of "qualified" status for any position in the district shall be determined by the process outlined in Article _____.

G. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified per Article _____ and which is equivalent to the one from which they were laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the teacher is under contract with a different Michigan School District at the time of recall. In such case, the teacher shall have the ability to finish the term of their contract before reporting for duty at the District of Recall. Should the teacher refuse that option, they shall be deemed to have voluntarily quit as set forth above.

H. An employee shall retain their right to recall for 12 months from the date of receiving notice of layoff from the district, unless they have waived that right under subsection G, above.

I. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 20 (Medical Hospital Benefits) until the end of the following month of the notice of layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

ARTICLE 14

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 15

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 fifteen (15) years of credit on the Salary Schedule set forth in Appendix B for prior teaching experience or other related work experience. Years beyond 15 may be granted at the rate of ½ the additional years of 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.

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, or who complete 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 duty assignments, with the option to reapply for the position.

F. A teacher who notifies the Superintendent with a signed letter by 3:30 p.m. on the last day of the first semester that he/she will retire at the end of the school year, will receive $1,500. The school board will accept the resignation at the next regularly scheduled board meeting to be effective at the end of the school year. The check will be issued at the end of the contract.

ARTICLE 16

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. Since the teacher's authority and effectiveness in his classroom are undennined 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 farther 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 malce the continued presence of the student in the classroom intolerable. In such cases, the teacher will famish the principal, in writing, as promptly as his teaching obligations will allow, foll 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 bargaining unit member shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit member when possible to prevent injury. The Employer will reimburse the bargaining unit member for the cost of legal counsel to advise the bargaining unit member of his/her rights and obligations with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities. The Employer shall reimburse any bargaining unit member up to $1,000 dollars for damages to or destruction or loss of the bargaining unit member's vehicle, clothing and/or watches and/or jewelry, provided such damage, destruction or loss occurred on school premises or while on a school sponsored activity and was not occasioned by the negligence of the bargaining unit member.

E. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

F. 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 17

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 forms 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/her.

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 their 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 their designee shall meet with the Association on the grievance and indicate their 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.

G. If the parties cannot agree as to the arbitrator, then the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceeding.

a. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction.
b. The arbitrator shall have the authority to issue any appropriate remedy.
c. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.
d. The arbitrator shall utilize a “reasonable and just cause” standard of review when issuing any findings and any remedies.

H. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, they shall be reinstated with full reimbursement of all professional compensation lost, plus reasonable interest. If they 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 them and their record cleared of any reference to this action.

I. 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.

J. If an individual teacher has a personal complaint which they desire to discuss with a supervisor, they are 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.

K. Filing time for an alleged violation is limited to twenty (20) teaching days from the date of an alleged incident.

L. Miscellaneous Conditions:

1. The term "days" when used in this Article shall mean work-days (Monday through Friday during summer recess). Time limits may be

extended by mutual written agreement of the parties.

2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
3. Grievances filed as Union grievances may, at the option of the Union, be initiated at Formal Level 2 of the grievance procedure.
4. For the purpose of assisting a bargaining unit employee or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Employer shall permit a Union representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the Employer which pertain to an affected bargaining unit employee or any issue in the proceedings in question. Confidential letters of reference secured from sources outside of the school system shall be excluded from inspection.
5. A bargaining unit employee who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose.

ARTICLE 18

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 19

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. The teacher must notify administration of their intent to do so no later than July 1st of the upcoming 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.

C. 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 Year's Day, Good Friday, and Memorial Day.

D. 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 20

MEDICAL-HOSPITAL BENEFITS

A. The employer will contribute up to the Michigan Department of Treasury maximum limits in effect January 1st of each year for single, two-person and family medical care coverage under Public Act 152 monthly. The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UPAPA). Plans will be decided by the Coalition Team each September (after the initial year) for implementation on the following January 1. Should the district no longer participate in the UPAPA, or if the UPAPA no longer exists, the existing MESSA plans will be in place until the end of the insurance calendar year. Dental, vision, life, and long-term disability benefits are still subject to this collective bargaining and are listed elsewhere in this contract. Benefits shall coincide with MESSA Quote ID: 348115 from MESSA Quote Request ID: 230043.

B. The Employer will contribute 90% of the cost for dental, vision and life insurances.

C. 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 major medical insurance premium as outlined in this Article 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 non-medical 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.

(f) The district must be notified by the Association of a change in carrier by September 15th of each year.

D. Employees who opt out of benefit protection, will be provided the negotiated amount divided by twelve (12) months, $5875 for family plan, $4532 for 2-person plan, or $2167 for a single plan per year, for the purchase of fixed and variable option programs or a cash in lieu option as outlined above. The programs to be offered shall be mutually agreed between the Employer and the Association.

E. 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.

F. 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.

ARTICLE 21

TRANSFERS

A.Definition of "Transfer":

A "transfer" shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit, (2) grade level(s) included in an assignment in preK-8, (3) subject area(s) included in an assignment, (4) a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc., or (5) Special Education assignment such as learning disability, emotionally impaired, etc. Transfer awarding of vacancies shall be first governed by the language pertaining to vacancies. Other transfers will be governed by this Section.

B. Voluntary Transfers:

A request for a transfer may be made at any time in writing to the Administration with a copy to the Association. The request shall specify the school, grade, and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer may be granted unless the granting of same is inconsistent with the contract language pertaining to the filling of vacancies. The Employer shall acknowledge receipt of the request for transfer within five (5) working days. No bargaining unit employee shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

C. Involuntary Transfers:

Involuntary transfers may be affected only in cases of emergency. Involuntary transfers should not exceed the school year. Upon conclusion of the school year, or resolution of the emergency, whichever is shorter, the teacher may be returned to their previous placement. The specifics of the use of involuntary transfers as part of staff reduction shall be outlined in the Layoff & Recall Article of this Agreement.

ARTICLE 22

VACANCIES

A.Definition of "Vacancy":

A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled, including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of thirty (30) or more school days.

Any vacancy that occurs after the beginning of the school year shall be posted as a Temporary Vacancy and remain posted until filled. If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below.

B. Notification (Posting) of Vacancies and Application:
Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee with a copy of such posting to the Association. Positions as described above shall be posted at least ten (10) school days prior to being filled. Bargaining unit employees may apply for such positions by submitting an e-mail of interest to the personnel office. Said positions shall be filled in accordance with the procedure outlined in Section C below.

C. Awarding of Vacancies:
Internal qualified applicants will be awarded the position prior to considering external applicants.

The most qualified and adequately certified applicant shall be awarded the position.

"Most Qualified" shall be determined as follows:

1. The teacher's number of years teaching in the grade level or subject area. Partial year teaching in a grade level or subject area shall be credited with a fractional percentage of that year taught, rounded to the nearest quarter of the year.

Grade level credit for teaching in grades Pre-K through 8 shall count towards any "elementary vacancy."

1. Subject level credit shall be defined as any position relevant to the subject included in the vacancy (e.g.: Math, Science, English, Social Studies, etc.)

A teacher who is assigned classes in multiple subject areas for any given year shall be credited with one (1) year of teaching experience in each of those subject areas during each of those years (or fractional credit as outlined above for partial year experience).

c. Where grade level credit and subject level credit overlap (grades 6-8), they will be treated as equal in credit.

2. Applicants awarded the position must have the majority of their year-end evaluations as a bargaining unit employee rated as “highly effective” or “effective”. In the event no internal applicant meets this criterion, then this requirement shall not apply, and the most experienced internal applicant shall be awarded the position.

Article 23

Evaluation

Decisions about the evaluation of a "teacher" under then Revised School Code MCL 380.1249, or who is assigned to students in any grades EK-12 as a "teacher of record" ("classroom teacher") and Non-Teaching Professionals Not Subject to the Teachers' Tenure Act will be made as stated below. The parties agree that the procedures established under this Article constitute clear and transparent procedures under the Revised Scholl Code 1248.

A. Beginning with the 2024-25 school year, the negotiated performance evaluation system shall include:
    1. Specific performance goals identified by the administrator or designee, in consultation with the teacher to improve their effectiveness in the upcoming school year.
    2. An evaluation of the teacher's job performance with timely and constructive feedback.
    3. The use of student growth and assessment data as 20% of the year-end evaluation determination.
        a. The parties will, by September 30, 2024, negotiate and reach consensus concerning how the measure student growth and assessment data or student learning objective metrics to be considered for the 20% of the evaluation. If consensus is not reached by September 30, 2024, the District shall us the assessment data currently being used.
    4. A negotiated year-end evaluation shall utilize other objective criteria for 80% of the year-end evaluation determination in consultation with the classroom teacher.

B. Process:
    1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
        a. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation, the state curriculum standard being used in the lesson and include a review of pupil engagement in the lesson that is observed.
        b. The observation shall be no less than fifteen (15) consecutive minutes.
        c. Feedback will be discussed during the post-observation meeting will be held in a timely manner between the administrator conducting the observation and the teacher. At the post-observation meeting, the teacher will be provided written feedback.
        d. There shall be at least two (2) classroom observation of a teacher in each school year that the teacher is evaluated.

2. Beginning July 1, 2024, the annual performance evaluation system will assign a year end rating of "effective", "developing" or "needing support".
3. Teachers who work less than sixty (60) days in any school year or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstance the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.
4. If a tenured teacher has been rated "effective" for three (3) consecutive year-end evaluations, they shall be evaluated triennially thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.
5. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP (received a "minimally effective" or "ineffective" prior to July 1, 2024 or "needing support" rating thereafter, and/or first year teachers) shall be provided the following:
    a. An Individualized Development Plan (IDP) with measurable performance goals developed by the evaluator in consultation with the teacher along with recommended training, coaching, professional development or other resources designed to improve the teacher's effectiveness for all probationary teachers and teachers rated "needing support".
    b. To the extent allowable by law, the District will notify a classroom teacher of any complaints that might lead to discipline action.
    c. Additional assistance at the evaluators discretion when performance deficiencies are noted.
    d. A mentor teacher that is informed of the conditions and requirement s of the IDP in order to assist the mentee in the described performance goals of the IDP.

C. Rights of Tenured Teachers:
1. A tenured teacher who rated as "needing support" shall have the following due process rights to challenge said rating:
    a. The teacher may request a review of the evaluation and the rating to the district's superintendent. Such request must be made in writing within thirty (30) calendar days after the teacher is informed of the rating. A written response from the superintendent shall be provided no later than thirty (30) days after receipt of the request and before changes are made.

b. If the Superintendent's review does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
    i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the Superintendent.
    ii. Within fifteen (15) calendar days of receipt of the request for mediation, the District shall provide a written response to the teacher and the Association confirming the mediation will be scheduled as appropriate.

2. The performance evaluation system must provide that, if a teacher is rated ineffective or needing support on three (3) consecutive year-end evaluations, the District shall, subject to 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191, dismiss a teacher from the teacher's employment. The District is not precluded from discharging a teacher at other times as provided by the Teacher's Tenure Act.

D. Training on evaluation system, tools, and reporting forms:
    1. The District shall provide training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting for is used during the process.

E. Grievance Procedure
    1. An alleged violation of this Article may be grieved up to the Board level. However, an arbitrator has jurisdiction to consider a grievance filed under the grievance procedure by a tenured teacher with one (1) consecutive rating of "needing support".

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 available on the District web page within fifteen (15) working days of ratification by both parties.

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 a change of mentor assignment.

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 years (3 years) 2021-24 proposal.

J. General Wage Increase: See attached pay scale

Press Release: The District and Association will release a favorable press release upon contract ratification by both parties.

K. Emergency Manager.

An emergency manager appointed under the local government and school district fiscal accountability act is allowed to reject, modify or terminate this agreement as provided in the local government and school district fiscal accountability act. PERA section 15(7)

L. Inclement weather

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.

M. Staff meetings

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.

N. Tuition Reimbursement

A special yearly tuition fund of seven thousand, five hundred dollars ($7500) will be established. The money can only be used for educational improvement. Ground rules will be established by one member of the following; Board, EA, Administration and Uniserv Office. In order to reimburse, a teacher must be a member of the teaching staff the following year. Reimbursement shall not exceed a maximum of fifteen credit hours per teacher at full time. This language can be changed to meet the needs of the FPEA.

ARTICLE 25

EFFECTIVE DATES

This Agreement is effective from September 1, 2024 to midnight August 31, 2027.

FOREST PARK EDUCATION ASSOCIATION:

President: _____ Dated: _____

_____ Dated: _____

_____ Dated: _____

FOREST PARK SCHOOL DISTRICT:

_____ Dated: _____
President, Board of Education

_____ Dated: _____
Secretary, Board of Education

_____ Dated: _____
Superintendent

Appendix A
2024-2025 Salary Schedule

STEP	BA	BA+24	MA	MA+15
1	40,767	43,304	45,685	48,028
2	41,735	44,361	46,762	49,105
3	42,703	45,419	47,837	50,180
4	43,672	46,478	48,913	51,256
5	44,640	47,535	49,989	52,332
6	45,608	48,593	51,065	53,408
7	46,576	49,651	52,140	54,484
8	47,545	50,709	53,217	55,560
9	48,513	51,767	54,292	56,635
10	49,481	52,825	55,369	57,712
11	50,449	53,882	56,444	58,787
12	51,418	54,941	57,519	59,863
13	52,386	55,999	58,596	60,939
14	53,354	57,056	59,671	62,014
15	54,323	58,114	60,747	63,091
16	55,292	59,173	61,823	64,166
17	56,260	60,231	62,899	65,242
18	57,228	61,288	63,975	66,318
19	58,196	62,346	65,051	67,394
20	59,165	63,405	66,126	68,469
21	60,133	64,462	67,203	69,546
22	61,101	65,520	68,278	70,621
23	62,069	66,578	69,354	71,698
24	63,038	67,636	70,430	72,773
25	64,006	68,694	71,506	73,849
26	64,974	69,752	72,582	74,925
27	65,942	70,809	73,658	76,001
28	66,910	71,868	74,733	77,076
29	67,879	73,986	75,809	78,152
30	68,847	75,044	76,884	79,227
31	69,815	76,103	77,959	80,303
32	70,783	77,162	79,035	81,378
33	71,752	78,220	80,110	82,453
34	72,720	79,279	81,186	83,529
35	73,688	80,338	82,261	84,604

36	74,656	81,397	83,336	85,679
37	75,625	82,455	84,412	86,755
38	76,593	83,514	85,487	87,830
39	77,561	84,573	86,562	88,905
40	78,529	85,632	87,638	89,981

2025-2026 Salary Schedule

STEP	BA	BA+24	MA	MA+15
1	42,805	45,469	47,969	50,429
2	43,773	46,526	49,046	51,506
3	44,741	47,584	50,121	52,581
4	45,710	48,643	51,197	53,657
5	46,678	49,700	52,273	54,733
6	47,646	50,758	53,349	55,809
7	48,614	51,816	54,424	56,885
8	49,583	52,874	55,501	57,961
9	50,551	53,932	56,576	59,036
10	51,519	54,990	57,653	60,113
11	52,487	56,047	58,728	61,188
12	53,456	57,106	59,803	62,264
13	54,424	58,164	60,880	63,340
14	55,392	59,221	61,955	64,415
15	56,361	60,279	63,031	65,492
16	57,330	61,338	64,107	66,567
17	58,298	62,396	65,183	67,643
18	59,266	63,453	66,259	68,719
19	60,234	64,511	67,335	69,795
20	61,203	65,570	68,410	70,870
21	62,171	66,627	69,487	71,947
22	63,139	67,685	70,562	73,022
23	64,107	68,743	71,638	74,099
24	65,076	69,801	72,714	75,174
25	66,044	70,859	73,790	76,250
26	67,012	71,917	74,866	77,326
27	67,980	72,974	75,942	78,402
28	68,948	74,033	77,017	79,477
29	69,917	76,151	78,093	80,553
30	70,885	77,209	79,168	81,628
31	71,853	78,268	80,243	82,704
32	72,821	79,327	81,319	83,779
33	73,790	80,385	82,394	84,854
34	74,758	81,444	83,470	85,930
35	75,726	82,503	84,545	87,005
36	76,694	83,562	85,620	88,080

37	77,663	84,620	86,696	89,156
38	78,631	85,679	87,771	90,231
39	79,599	86,738	88,846	91,306
40	80,567	87,797	89,922	92,382

2026-2027 Salary Schedule

STEP	BA	BA+24	MA	MA+15
1	44,517	47,288	49,888	52,446
2	45,485	48,345	50,965	53,523
3	46,453	49,403	52,040	54,598
4	47,422	50,462	53,116	55,674
5	48,390	51,519	54,192	56,750
6	49,358	52,577	55,268	57,826
7	50,326	53,635	56,343	58,902
8	51,295	54,693	57,420	59,978
9	52,263	55,751	58,495	61,053
10	53,231	56,809	59,572	62,130
11	54,199	57,866	60,647	63,205
12	55,168	58,925	61,722	64,281
13	56,136	59,983	62,799	65,357
14	57,104	61,040	63,874	66,432
15	58,073	62,098	64,950	67,509
16	59,042	63,157	66,026	68,584
17	60,010	64,215	67,102	69,660
18	60,978	65,272	68,178	70,736
19	61,946	66,330	69,254	71,812
20	62,915	67,389	70,329	72,887
21	63,883	68,446	71,406	73,964
22	64,851	69,504	72,481	75,039
23	65,819	70,562	73,557	76,116
24	66,788	71,620	74,633	77,191
25	67,756	72,678	75,709	78,267
26	68,724	73,736	76,785	79,343
27	69,692	74,793	77,861	80,419
28	70,660	75,852	78,936	81,494
29	71,629	77,970	80,012	82,570
30	72,597	79,028	81,087	83,645
31	73,565	80,087	82,162	84,721
32	74,533	81,146	83,238	85,796
33	75,502	82,204	84,313	86,871
34	76,470	83,263	85,389	87,947
35	77,438	84,322	86,464	89,022
36	78,406	85,381	87,539	90,097
37	79,375	86,439	88,615	91,173

38	80,343	87,498	89,690	92,248
39	81,311	88,557	90,765	93,323
40	82,279	89,616	91,841	94,399

Appendix B

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-rate
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 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:

Homebound Teacher at $25.00 per hour

APPENDIX C

PROFESSIONAL GRIEVANCE REPORT

School District _____Grievance Number _____
School _____ 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 _____

FOREST PARK SCHOOL DISTRICT
Teaching Staff Absence Report

Employee's Name_____Date Filed_____

I (was absent) (plan to be absent)_____days on the following dates:

(Day)_____(Date)_____

My absence was due, or will be due, to the statement checked below:

_____ Sick Leave
_____ Bereavement Leave (wife, husband, children of employee)
(Circle One Above)
_____ Personal Leave
_____ Professional Development---------- Employee excused for a school approved workshop or activity.

_____
(Name of Activity on this line.)

Based on Workshop or activity agenda, please check one.
Information required for PD reporting-end of year.

_____ - Classroom Management
_____ - Instructional Delivery Strategies
_____ - Other

OTHER LEAVES:

_____ Jury duty/witness
_____ Absence Without Pay
_____ Other (please describe & refer to contract agreement page & section that is applicable).

_____
Signature of Employee

_____ Signature of Supervisor

_____ Signature of Superintendent