

8/31/68

1966-68

AGREEMENT

between

BOARD OF EDUCATION  
of the  
FOREST HILLS PUBLIC SCHOOLS

and

FOREST HILLS M. E. A. DISTRICT ASSOCIATION

Forest Hills Pub-Sch.

MEA  
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48823

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A G R E E M E N T

This Agreement entered into this 24th day of May, 1966 by and between the BOARD OF EDUCATION OF FOREST HILLS PUBLIC SCHOOLS, Kent County, Michigan, hereinafter called the "Board", and the Forest Hills M.E.A. DISTRICT ASSOCIATION, hereinafter called the "Association".

W I T N E S S E T H:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Forest Hills is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist the Board and the Administration in formulating policies and programs designed to provide high educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all certificated classroom teachers, librarians and guidance counsellors under contract with the Board. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement with respect to personnel in the bargaining unit. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at

such adjustment.

C. Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) under such conditions as the Association shall establish. Once the Association informs the Board that all authorizations for the current year are on file, such sums shall be deducted in approximately equal amounts as dues from the regular salaries of all such teachers during the remainder of the contract year and remitted not less frequently than monthly to the Association. Payroll deductions will also be available for tax sheltered annuities, Grand Rapids Teachers Credit Union and M.E.A. Insurance Premiums.

D. Nothing contained herein shall be construed to deny or restrict any teacher or the Board in the exercise of any rights he or it may have under all applicable laws and regulations. The Rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

## ARTICLE II

### Teacher, Board and Administration Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement with respect to any term or condition of employment.

B. It is recognized that Michigan law makes the Board legally responsible for the operation of the Forest Hills School system. Michigan law gives the Board authority necessary to discharge all of its responsibilities. The Board and the Administrative Staff shall be free to exercise all such rights and authority to the extent permitted by law, provided however, that no actions shall violate any of the express terms of this Agreement.

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

D. The Association and its members shall have the right to request the use of school building facilities for association meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises so long as they would not tend to distract from the proper performance of their duties. After notification of intent has been given to the Principal, the Association may post proper Association notices on any bulletin board ordinarily designated for the teachers' use.

E. The Board agrees to furnish to the Association in response to reasonable requests all available information in the form it is maintained by the Board concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers, their students and the School District, together with information which may be necessary for the Association to process any grievance or complaint, provided that personal information respecting individual teachers shall not be disclosed except as otherwise provided by Article XI-B.

### ARTICLE III

#### Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the two year term of this Agreement, provided however, that upon written notice to the other party at least sixty (60) days prior to the first day of March, 1967, either party may request the reopening of negotiation of such salary schedule for the 1967-68 school year.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, during normal teaching hours.

C. Teachers shall not be required to report more than two days prior to the beginning of classes in September or to remain more than two days after end of classes. The School Year shall be defined as beginning no sooner than the Tuesday following Labor Day and with classes beginning no sooner than the Wednesday following Labor Day. In no case shall a teacher (except teachers new to the school district) report before the Tuesday following Labor Day, or be required to work past the end of the school year. School shall end no later than the first Friday following Memorial Day provided State attendance requirement can be met.

D. The following holidays and vacations shall be observed and all schools closed: Thanksgiving Day and the Friday following, Christmas vacation shall be of at least seven days and not more than ten school days. Easter recess shall consist of at least the Friday preceding and the Monday following Easter. Memorial Day shall be a legal holiday.

E. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation shall be released from regular duties without loss of salary or sick leave when such meeting is held during the school day at the request of the Board, Administration, Arbitrator or public authority.

F. A teacher shall be released from regular duties without loss of salary or sick leave to participate in meetings of the Michigan Education Association. When representing the Association, proper arrangements with the Administration must be made in advance. After five (5) such days the Association will make reimbursement for a substitute's pay. There is to be no doubling of representatives and no payment of other expenses is to be made by the Board.

#### ARTICLE IV

##### Teaching Hours

A. Teachers shall arrive at school at least one-half hour before classes begin and stay at school at least one-half hour after school is dismissed with the exception of Fridays and the day preceding school vacations at which time teachers may leave at school dismissal. Special arrangements for personal reasons may be made with the school principal. No teacher shall regularly be required to be in attendance in his school for more than eight hours a day.

B. The Board of Education will employ at an hourly rate a noon hour supervisor for each elementary building to release K-6 teachers during their noon hour period. The Board agrees to undertake this expense under the following conditions.

1. The staff of each school will take applications, screen applicants, and turn into the administrative office the person they have selected.
2. A staff teacher will remain on school premises at all times to supervise the noon hour supervisor and to be available to assist her when needed.
3. A staff teacher shall undertake this duty directly whenever the noon hour supervisor is absent.
4. In case of inclement weather the teachers will have enough staff members on duty to aid the noon hour supervisor in properly supervising the children in the building, and in no case will the children be subjected to extreme weather conditions because of this agreement.

C. No teacher shall be required to be in attendance during those times when students are dismissed because weather conditions make travel unsafe or conditions of the building cause it to be unusable for classes. Teachers may be required to report to their respective schools as soon as weather conditions make travel safe or the building becomes usable.

ARTICLE V

Teaching Loads and Assignments

A. The normal weekly teaching load in the senior high school will be twenty-five (25) teaching hours or supervised study hours and five (5) unassigned preparation hours. The normal weekly teaching load in the junior high school will be twenty-five (25) teaching hours or supervised study or activity hours. The normal weekly teaching load in the elementary schools will be no more than thirty (30) teaching hours.

B. It is recognized that best educational results are achieved when teachers work in their area of competence as shown by the scope of their teaching certificates or their major or minor fields of study. The Board agrees that so far as reasonably possible under existing circumstances teaching assignments will be made on this basis.

ARTICLE VI

Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education which is the goal of both teachers and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible and following should be the maximum when practicable.

(1) Kindergarten	25 pupils
(2) Elementary school grades	30 "
(3) Junior High	32 "
(4) High School as follows -	
English	25 "
Social Studies, General Education, Mathematics, Science, Language, Business	32 "
Typing	32 "
Industrial Arts	24 "
Drafting	27 "
Vocational Shops	24 "
Homemaking	24 "
Choir and Band	no limit
Physical Education	40 pupils

Every effort will be made to keep enrollments and facilities compatible.

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

C. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

D. The Board shall make available in each school adequate restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted, except that existing facilities shall be maintained. Future expansion shall include the foregoing.

E. Teachers shall have the right to make reasonable use of telephone facilities.

F. No teacher shall be asked to substitute for another teacher during a conference period or other free time unless absolutely necessary. When necessary he shall be compensated at the rate of \$6.00 per teaching period or part thereof.

G. Parking facilities shall be made available to teachers.

H. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no lawful religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board insofar as it does not reflect upon the school or the professional nature of teaching.

I. The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex or marital status or membership in or association with activities of any legitimate employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

## ARTICLE VII

### Vacancies and Promotion

A. Whenever a teacher is interested in being considered for assignment to any professional position in the District, he may file a written notice of his interest with the Superintendent. Before any such vacancy is filled, the



qualifications of each teacher who has filed a notice of interest therein shall be reviewed. A list of vacancies will be made available to any teacher upon request to the Administration office.

B. Consistent with the parties' basic purpose of providing a quality education for the children of the District, such vacancies shall be filled by the Board with the best qualified person available. The Board declares its intention to give full consideration to present staff members in all vacancies in which they have expressed an interest.

## ARTICLE VIII

### Transfer

A. Since the frequent transfer of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

B. Any teacher who is transferred to a supervisory or executive position and later returns to teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

## ARTICLE IX

### Leave Pay

A. All teachers shall be granted 10 days of sick leave per year, with the unused portion being accumulative without limit. The difference between the teacher's salary and workmen's compensation shall be paid by the Board for absence because of confinement to the extent of the teacher's accumulated sick leave.

B. A maximum of one day of sick leave may be used for each funeral if prior arrangements are made with the principal.

C. Three (3) days of sick leave may be taken upon notification for a death in the immediate family. Immediate family shall be the teacher's father, mother, spouse, or children.

D. Arrangements for additional sick leave because of death may be made with the Superintendent.

E. Extended illness for a period of over five (5) days must be substantiated by a doctor's statement upon request of the Administration.

F. Misuse of sick leave privileges will be penalized with loss of like amount of sick leave time.

G. Each employee may use one business day per year when required to transact personal business which cannot be handled at any time other than during a school day. Such absence must always be arranged with the building principal in advance.

H. Arrangement for absences not covered above must be made with the principal. Where satisfactory prior arrangements are made with the principal and adequate lesson plans are prepared for a substitute teacher, the first three days of such absence will result in deduction of the prevailing pay for a substitute teacher. Thereafter, deduction will be made at the rate of 1/190 of the teacher's base salary for each day of absence.

I. To qualify for sick leave a person must notify his principal by 7 a.m. or become sick on school premises. Absence for any other reason necessitating substitution by staff members may result in the deduction from the teacher's pay of the amount paid the substitute as provided in Article VI, section F.

## ARTICLE X

### Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for one year, subject to renewal at the will of the Board. Upon return from such leave, a teacher shall be assigned to the same position, or a substantially equivalent position, if either is available, provided always that the teacher is able to perform the duties required by the position.

B. Maternity leaves of absence without pay shall normally begin no later than the 6th month of pregnancy, provided that when such time occurs within one month of the end of the semester, the teacher may be permitted to complete the semester, and provided that if such time occurs before the middle of the semester and the Board feels it would have difficulty in finding a replacement at mid-semester, such leave of absence will begin at the end of the preceding semester. The teacher shall furnish a written statement from her doctor indicating the estimated date of confinement and showing her ability to perform her regular teaching duties to the beginning of her leave. The teacher shall be entitled to return from such leave within one year at any time a vacancy for which she qualifies exists, at the salary level she was on when such leave began, provided that such leave may be extended by the Board if requested in writing by the teacher.

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

D. Military leaves of absence in accordance with applicable laws shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increments which would have

been credited to them had they remained in active service with the school system.

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

F. Except as provided in Section D of Article X no teacher shall be granted experience on the salary schedule for leave of absence.

## ARTICLE XI

### Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

B. Each teacher shall have the right upon request to review the materials prepared for his personnel file by the Forest Hills School District. A representative of the Association may be requested to accompany the teacher in such review.

C. A teacher shall, at all times, be entitled to request the presence of a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of school rules or delinquency in professional performance. When a teacher requests such representation, no action shall be taken with respect to the teacher until such representative of the Association is present.

D. No teacher shall be disciplined, reprimanded, or deprived of any professional advantage without just cause. Any such action, including adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth, provided that cases within the jurisdiction of the State Tenure Commission shall not be subject to arbitration.

E. Before March 1st of each school year, the work of each probationary teacher shall be observed by his Principal at least three times. One evaluation shall be before November 1st. The second observation shall take place between November 1st and January 15th. A third shall take place between January 15th and March 1st. One of these observations shall be at a time mutually agreed upon by the teacher and the Principal.

After each observation a conference between the Principal and the teacher shall be held.

After all observations are completed and before March 15th, the Principal shall make an evaluation of the teachers work and confer with the teacher, the teacher endorsing on the original thereof his receipt for it.

Within fourteen (14) days thereafter the teacher may file with the Superintendent an answer to the evaluation statement with a copy to the Principal involved. Before making his recommendation to the Board with respect to such teacher, the Superintendent may arrange a second conference with the teacher.

F. Tenure teachers shall be issued no yearly contract after the year they are first placed under contract. By April 1, but not before March 15 of each year, the Board may distribute, according to regulations set hereinafter, notices of intent to the tenure teachers and ask for their return within two weeks. Such notices shall include the teachers' assignment and salary for the year.

G. Probationary teachers shall be issued a contract by April 1, but not before March 15, which shall be signed within two weeks. Such contracts shall include the teachers' assignment and salary. The time in which a teacher may sign the contract may be extended at the discretion of the Superintendent.

H. It is agreed that the teachers' assignment may be altered subsequent to the issuance of the note of intent or contract if it becomes necessary due to a change in conditions. Should this occur, the affected teacher shall be notified as soon as possible.

I. It is expressly understood by the Association that it is a violation of the tenure law for a teacher to resign later than July 2 without consent of the Board, and the Association agrees to take all reasonable steps to eliminate such resignations, including the support of all penalties applicable under law.

## ARTICLE XII

### Protection of Teachers

A. Good order and discipline are necessary for effective teaching. Each teacher is responsible for maintaining such an atmosphere in each of his classes. The Board recognizes, however, that through its Administrative Staff it must support its teachers in taking all reasonable action to maintain proper classroom order, and agrees to do so. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students. The Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupils.

B. Any complaints by a parent of a student directed toward a teacher shall be called promptly to the teachers' attention. Any case of assault upon a teacher shall be promptly reported to the Board through the Superintendent or his designated representative. The Board will provide all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

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

## ARTICLE XIII

### Negotiation Procedures

A. During the professional negotiations leading up to this Agreement each party had the right to make proposals and bargain on all bargainable matters. This contract contains the entire agreement of the parties. During its life, each party agrees that the other will not be required to engage in further bargaining on any matter, whether covered herein or not, except for matters which are subject to professional grievance negotiation procedure as provided in Article XIV and except for reopening of negotiations of the salary schedule as provided in Article III. A letter of understanding regarding this paragraph is attached as Schedule C.

B. In the event the salary schedule is reopened for negotiations by either party as provided in Article III of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. No later than February 1 preceding the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of teachers.

C. In any negotiations provided for herein, neither party 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 without the school district.

## ARTICLE XIV

### Professional Grievance Negotiation Procedures

A. Any teacher, group of teachers, or the Association, believing that there has been a violation, misinterpretation of misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or provision of law affecting conditions of employment (except a statute specifically establishing a procedure for redress), may take the following steps to implement the settlement of the grievance:

- Step 1.
- a. If, after meeting and discussing the grievance with the building Principal, a satisfactory settlement cannot be concluded, the aggrieved teacher or teachers may, within five (5) working days of the occurrence of the grievance, file a written grievance with the Principal of the building.
  - b. Within five (5) working days of receipt of the written grievance the Principal shall meet with the Association representative in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. The Principal's written answer shall be given within five (5) working days after such meeting.
  - c. When the particular grievance arises in more than one school building the written grievance shall be filed directly with the Superintendent at Step 2.

- Step 2. a. If the meeting with the school Principal does not result in an agreement and the Association and the aggrieved teacher believe the grievance has merit, the grievance shall be transmitted within five (5) working days after receipt of Principal's answer to the Superintendent by the Association President or his alternate.
- b. The Superintendent may hold informal discussions with any or all parties involved. However, within five (5) working days of receipt of the written grievance, he shall return the grievance to the Association President with his decision to approve or deny said grievance.
- Step 3. a. If the grievance shall be denied by the Superintendent, and the Association and aggrieved teacher believe it has merit, the Association President or his alternate may, within five (5) working days, transmit the grievance to the Secretary of the Board with a statement of reasons why it is being pursued.
- b. Within twenty (20) working days of receipt of the grievance, the Board shall pass upon the grievance.
- Step 4. a. If the decision of the Board is not satisfactory to the Association and the aggrieved teacher, the grievance may be submitted to arbitration by written notice given by the Association within 15 days after receipt of the decision. An impartial arbitrator shall be promptly selected by the parties to decide the matter. If they cannot agree as to the arbitrator, he shall be selected by the parties from a panel of five (5) qualified persons prepared by the Federal Mediation and Conciliation Service. The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement and he shall have no power to alter, add to or subtract from the terms of this Agreement as written. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- b. No grievance shall be processed unless initiated or carried to the next step within the time provided herein or as extended by mutual agreement.
- c. The fees and expenses of the Arbitrator shall be shared equally by the Board and the Association.

#### ARTICLE XV

##### Professional Study Committees

A. There is hereby established a Professional Study Committee composed of four (4) members, two members selected annually by the Board and two members selected annually by the Association. The Professional Study Committee

shall investigate into matters suggested by the Board or Association and submit a written report and recommendations to the parties on or before April 1 of each year. Additional Professional Study Committees for special subjects may be established as required.

## ARTICLE XVI

### Miscellaneous Provisions

A. The Board agrees at all times to maintain a list of available substitute teachers. Teachers shall be informed of a telephone number they may call to report unavailability for work. Unavailability must be reported at the earliest possible time in order that a substitute may be found, and in any event before 7:00 o'clock a.m. of the day of absence. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. No polygraph or lie detector device shall be used in any investigation of any teacher.

C. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. (See Schedule B)

D. This Agreement shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any contract with individual teachers heretofore in effect. All future contracts with teachers shall be subject to the terms of this Agreement. The provisions of this Agreement shall be part of the established policies of the Board.

E. Copies of this Agreement shall be prepared at the expense of the Board and presented to all teachers now or hereafter employed by the Board.

F. If any provision of this Agreement or any application of the Agreement to any teacher shall be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications hereof shall continue in full force and effect.

## ARTICLE XVII

### Provisions for Continued Education

The Board, Association and each teacher recognize that their primary responsibility is to the children of the District and declare that their mutual objective is to provide those children with a proper education. To that end:

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

B. The Board recognizes that issuance of contracts or letters of intent may have detrimental effect on negotiations with the Association. To facilitate the renegotiation of this Agreement and the Professional Compensation Schedule as provided in Article III, the Board agrees that it will not, without the consent of the Association, issue teaching contracts or notices of intent to teachers then in the School System while such negotiations are being carried on. The Board, however, may issue contracts to new teachers not then under contract. The Association will in no way interfere with the Board's replacement of teachers who wish to leave the School System, and will inform the Board of any vacancies it knows will be created by intended resignations.

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

#### ARTICLE XVIII

##### Duration of Agreement

This Agreement shall be effective as of September 1, 1966, and shall continue in effect until the 31st day of August, 1968. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Forest Hills M.E.A.  
District Association

Board of Education of  
Forest Hills Public Schools

Signed by:

Signed by:

Ed Hoozee, President

Niel A. Weathers, President

John Miller, Secretary

Mary Helen Price, Secretary



Schedule A

1966-67 Salary Schedule

Step	A	B	B	C	C	D	D
	Non-Degree	Salary	Index	Salary	Index	Salary	Index
0	\$4300	\$5300	1.00			\$5671	1.07
1	4400	5459	1.03			5777	1.09
2	4500	5618	1.06			5910	1.115
3	4600	5724	1.08	5830	1.10	6201	1.17
4	4700	5883	1.11	6095	1.15	6519	1.23
5	4800	6042	1.14	6360	1.20	6811	1.285
6	4900	6201	1.17	6625	1.25	7076	1.335
7	Add to the above	6360	1.20	6890	1.30	7341	1.385
8	figures \$15.00	6519	1.23	7155	1.35	7632	1.44
9	per semester	6678	1.26	7420	1.40	7897	1.49
10	hour for every	6837	1.29	7685	1.45	8162	1.54
11	hour above 60	6996	1.32			8427	1.59
12	toward a degree	7155	1.35			8692	1.64
13	up to \$900.00.	7314	1.38				
14		7473	1.41				

Definitions

- A. Non-degree teachers.
- B. Bachelor's degree with provisional certificate, special certificate or life certificate without continuous teaching for past five years.
- C. Bachelor's degree with permanent certificate, or life certificate with continuous teaching for past five years.
- D. Masters Degree Schedule.

Regulations

1. Experience from outside systems can be credited at employing officials discretion with no limit.
2. Salaries may be negotiated above the schedule for one year only if the vacancy is created by loss of a contracted teacher after the date of July 1st. This to be the last resort.
3. Credit for military experience shall be given on the salary schedule as follows:
  - (a) One (1) years credit for nine (9) months consecutive service.
  - (b) Two (2) years credit for twenty-one (21) or more months of consecutive service.

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

4. Retirement shall be mandatory for all persons reaching the age of 65 before Tuesday after Labor Day.
5. The final date for changing salary schedule status will be the Friday after Labor Day in September. The individual teacher is responsible for submitting the substantiating data by this date.
6. To move from A schedule to B schedule the teacher must provide a copy of the degree earned or a signed statement from the college where degree was earned indicating that the degree has been earned. This statement must include the date degree status was attained.
7. To move from B to C schedule the teacher must furnish permanent certificate or an official transcript of 10 semester hours earned since the awarding of the degree and proof that the application has been made with your college for a permanent certificate.
8. From C to D or B to D, same as 6 above.

Supplementary Contract Schedule

- a. The following is a schedule based on beginning BA degree salaries for the indicated special activity which takes place outside the teaching day. Credit may be given at the employing officials discretion for experience in the same assignment in another school system or for a subordinate assignment in the same activity within the Forest Hills system but in no case will this be beyond the third step.

	( Y E A R S    E X P E R I E N C E )				
	0	1	2	3	4
Athletic Director	12.5%	13.5%	14.5%	15.5%	16.5%
Girl's Athletic Coordinator	3.5	4.	4.5	5.	5.5
Varsity Football	11.	12.	13.	14.	15.
Assistant Football	7.5	8.	8.5	9.	9.5
Reserve Football	7.5	8.	8.5	9.	9.5
Freshman Football	6.	6.5	7.	7.5	8.
Football Assistant	6.	6.5	7.	7.5	8.
Varsity Basketball	11.	12.	13.	14.	15.
Reserve Basketball	7.5	8.	8.5	9.	9.5
Freshman Basketball	6.	6.5	7.	7.5	8.
8th Grade Basketball	5.	5.5	6.	6.5	7.
7th Grade Basketball	5.	5.5	6.	6.5	7.
Wrestling	9.	9.5	10.	10.5	11.
Varsity Baseball	7.5	8.	8.5	9.	9.5
Reserve Baseball	5.	5.5	6.	6.5	7.
Varsity Track	7.5	8.	8.5	9.	9.5
Reserve Track	5.	5.5	6.	6.5	7.
Cross Country	4.5	5.	5.5	6.	6.5
Boy's Golf	4.5	5.	5.5	6.	6.5
Girl's Golf	2.5	3.	3.5	4.	4.5
Boy's Tennis	4.5	5.	5.5	6.	6.5
Girl's Tennis	2.5	3.	3.5	4.	4.5

b. The following positions are to have the percentage based on actual teaching salary.

1. Debate and Forensics	5%
2. Department heads -	
5 teachers or less	5%
6       "       "	6%
7       "       "	7%
8       "       and up	8%

c. The following positions are to be contracted in a lump sum.

1. High school annual	\$150.00
2. High school newspaper	100.00
3. Varsity cheer leaders	200.00
4. Junior varsity cheer leaders	175.00
5. 9th grade cheer leaders	150.00
6. Junior high school cheer leaders	125.00
7. Special Education teaching certificate	400.00

d. The following activities are to be paid at an hourly rate.

1. Girls Intramurals	2.25 per hour
2. Ski team	2.75 per hour

Conditions

- I. Work performed under a supplementary contract is not subject to tenure and assignment of individual teachers to such duties is discretionary with the Board of Education.
- II. Supplementary contracts are invalid if not signed and returned fourteen (14) days after being received. Such time may be extended by discretion of Superintendent.
- III. The fulfillment of these contracts can be in addition to the teaching day as defined in section B, Article IV.
- IV. The Board of Education has the right to establish additional positions and issue payment on supplementary contracts for such positions during the term of this Agreement.
- V. The inclusion of this supplementary contract schedule in no way binds the Board to continue any specific activity for the life of this Agreement.

## Schedule B

### CODE OF ETHICS

#### Preamble

We, the professional educators of the United States of America, affirm our belief in the worth and dignity of man. We recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, and the promotion of democratic citizenship. We regard as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. We affirm and accept our responsibility to practice our profession according to the highest ethical standards.

We acknowledge the magnitude of the profession we have chosen, and engage ourselves, individually and collectively, to judge our colleagues and to be judged by them in accordance with the applicable provisions of this code.

#### Principal I

##### Commitment to the Student

We measure success by the progress of each student toward achievement of his maximum potential. We, therefore, work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. We recognize the importance of cooperative relationships with other community institutions, especially the home.

In fulfilling our obligations to the student, we --

1. Deal justly and considerately with each student.
2. Encourage the student to study varying points of view and respect his right to form his own judgment.
3. Withhold confidential information about a student or his home unless we deem that its release serves professional purposes, benefits the student, or is required by law.
4. Make discreet use of available information about the student.
5. Conduct conferences with or concerning students in an appropriate place and manner.
6. Refrain from commenting unprofessionally about a student or his home.
7. Avoid exploiting our professional relationship with any student.
8. Tutor only in accordance with officially approved policies.
9. Inform appropriate individuals and agencies of the student's educational needs and assist in providing an understanding of his educational experiences.
10. Seek constantly to improve learning facilities and opportunities.

#### Principal II

##### Commitment to the Community

We believe that patriotism in its highest form requires dedication to the principles of our democratic heritage. We share with all other citizens the

responsibilities for the development of sound public policy. As educators, we are particularly accountable for participating in the development of educational programs and policies and for interpreting them to the public.

In fulfilling our obligations to the community, we --

1. Share the responsibility for improving the educational opportunities for all.
2. Recognize that each educational institution may have a person authorized to interpret its official policies.
3. Acknowledge the right and responsibility of the public to participate in the formulation of educational policy.
4. Evaluate through appropriate professional procedures conditions within a district or institution of learning, make known serious deficiencies, and take any action deemed necessary and proper.
5. Use educational facilities for intended purposes consistent with applicable policy, law, and regulation.
6. Assume full political and citizenship responsibilities, but refrain from exploiting the institutional privileges of our professional positions to promote political candidates or partisan activities.
7. Protect the educational program against undesirable infringement.

### Principal III

#### Commitment to the Profession

We believe that the quality of the services of the educational profession directly influences the future of the nation and its citizens. We, therefore, exert every effort to raise educational standards, to improve our service, to promote a climate in which the exercise of professional judgment is encouraged and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, we contribute actively to the support, planning, and programs of our professional organizations.

In fulfilling our obligations to the profession, we --

1. Recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative.
2. Participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education.
3. Cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns, and those colleagues new to their positions.
4. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities, and support them when unjustly accused or mistreated.
5. Refrain from assigning professional duties to non-professional personnel when such assignment is not in the best interest of the student.
6. Provide, upon request, a statement of specific reason for administrative recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.

7. Refrain from exerting undue influence based on the authority of our positions in the determining of professional decisions by colleagues.
8. Keep the trust under which confidential information is exchanged.
9. Make appropriate use of time granted for professional purposes.
10. Interpret and use the writing of others and the findings of educational research with intellectual honesty.
11. Maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts or hypotheses.
12. Represent honestly our professional qualifications and identify ourselves only with reputable educational institutions.
13. Respond accurately to requests for evaluation of colleagues seeking professional positions.
14. Provide applicants seeking information about a position with an honest description of assignment, the conditions of work, and related matters.

#### Principal IV

##### Commitment to Professional Employment Practices

We regard the employment agreement as a solemn pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. Sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

In fulfilling our obligations to professional employment practices, we --

1. Apply for or offer a position on the basis of professional and legal qualifications.
2. Apply for a specific position only when it is known to be vacant and refrain from such practices as underbidding or commenting adversely about other candidates.
3. Fill no vacancy except where the terms, conditions, policies, and practices permit the exercise of our professional judgment and skill, and where a climate conducive to professional service exists.
4. Adhere to the conditions of a contract or to the terms of an appointment until either has been terminated legally or by mutual consent.
5. Give prompt notice of any change in availability of service, in status of applications, or in change in position.
6. Conduct professional business through the recognized educational and professional channels.
7. Accept no gratuities or gifts of significance that might influence our judgment in the exercise of our professional duties.
8. Engage in no outside employment that will impair the effectiveness of our professional service and permit no commercial exploitation of our professional position.

Schedule C

Mr. Ed Hoezee  
Chairman of the Negotiating Committee  
Forest Hills Educational Association  
Grand Rapids, Michigan

Dear Mr. Hoezee:

The Association has expressed concern about proposed Article XIII, Section A, feeling that a procedure should be provided for resolving any problem which may in the future arise but not be covered by the Contract. The Board is also concerned that the Contract we ultimately negotiate will not have its proper stabilizing effect if one party may at any time unilaterally require the other party to reopen negotiations during the life of the Contract.

To accommodate these mutual concerns, we suggest that Article XIII, Section A, remain in the Contract but with the express understanding that if either the Board or the Association encounters a problem not covered by the Contract, it notify the other in writing. The matter would then be turned over to a four-man Committee, two appointed by the president of the Association and two by the president of the Board, such appointments to be made within five days after receipt of the request. This Committee will meet as often as required to resolve the problem. Its recommended solution will be made to the Association and the Board. If neither has a serious objection to such recommendation, the Board will incorporate that recommendation into its operating policies.

The Board feels that this procedure is workable and offers a fair compromise of our mutual concerns. This letter may be taken as the Boards agreement to participate in this procedure for resolving any such problem which may arise during the life of the Contract.

Sincerely,

Niel A. Weathers, President of the  
Board of Education

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FOREST HILLS PUBLIC SCHOOLS

Research

June 1, 1967

Supplements and additions to Schedule A of the Agreement between the Board of Education of the Forest Hills Public Schools and the Forest Hills M. E. A. District Association.

The attached changes and additions to Schedule A of the existing Agreement were negotiated and ratified by the Forest Hills M. E. A. District Association and the Forest Hills Board of Education.

Bernard Van Ark, President  
Forest Hills M. E. A. District  
Association

Niel A. Weathers, President  
Forest Hills Board of Education

\* \* \* \* \*

1967-68 TEACHERS' SALARY SCHEDULE

Step	A	Salary <sup>B</sup>	Index	Salary <sup>B1</sup>	Index	Salary <sup>C</sup>	Index	Salary <sup>C1</sup>	Index
0	5,100	5,800	1.00						
1	5,200	5,974	1.03	7,227	1.246				
2	5,300	6,148	1.06	7,441	1.283				
3	5,400	6,264	1.08	7,581	1.307	6,786	1.17	8,213	1.416
4	5,500	6,380	1.10	7,720	1.331	7,076	1.22	8,561	1.476
5	5,600	6,496	1.12	7,859	1.355	7,366	1.27	8,915	1.537
6		6,612	1.14	7,998	1.379	7,656	1.32	9,263	1.597
7		6,728	1.16	8,143	1.404	7,946	1.37	9,616	1.658
8		6,844	1.18	8,282	1.428	8,236	1.42	9,964	1.718
9		6,960	1.20	8,422	1.452	8,352	1.44	10,104	1.742
10		7,076	1.22	8,561	1.476	8,468	1.46	10,249	1.767

(1967-68 Teachers' Salary Schedule continued on next page)



Step	D		D <sub>1</sub>		E		E <sub>1</sub>		F		F <sub>1</sub>	
	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index
0	6,380	1.10	7,720	1.331	6,670	1.15	8,074	1.392	6,960	1.20	8,422	1.452
1	6,612	1.14	7,998	1.379	6,902	1.19	8,352	1.440	7,192	1.24	8,700	1.500
2	6,844	1.18	8,282	1.428	7,134	1.23	8,630	1.488	7,424	1.28	8,984	1.549
3	7,482	1.29	9,054	1.561	7,772	1.34	9,402	1.621	8,062	1.39	9,756	1.682
4	7,772	1.34	9,402	1.621	8,062	1.39	9,756	1.682	8,352	1.44	10,104	1.742
5	8,062	1.39	9,756	1.682	8,352	1.44	10,104	1.742	8,642	1.49	10,457	1.803
6	8,352	1.44	10,104	1.742	8,642	1.49	10,457	1.803	8,932	1.54	10,805	1.863
7	8,642	1.49	10,457	1.803	8,932	1.54	10,805	1.863	9,222	1.59	11,159	1.924
8	8,932	1.54	10,805	1.863	9,222	1.59	11,159	1.924	9,512	1.64	11,507	1.984
9	9,222	1.59	11,159	1.924	9,512	1.64	11,507	1.984	9,802	1.69	11,861	2.045
10	9,512	1.64	11,507	1.984	9,802	1.69	11,861	2.045	10,092	1.74	12,209	2.105

Definition of terms within the Schedule -

A - Non-degree

B and B-1 - Bachelor degree with provisional certificate, special certificate of Life certificate with less than five years teaching prior to contract year.

C and C-1 - Bachelor degree with permanent certificate or Life certificate with five or more years of full time teaching prior to contract year.

D and D-1 - Master's degree

E and E-1 - Master's degree with additional 15 semester hours or 23 term hours. These hours must be in teaching major or minor, method courses in teaching majors or minors, courses or method courses in teaching assignment.

F and F-1 - Master degree with additional 30 semester hours or 45 term hours. These hours must be in teaching major or minor, method courses in teaching major or minor, courses or method courses in teaching assignment.

General Changes and Additions to Original Master Agreement -

1. No one on B schedule shall be paid less than they were paid during the 1966-67 school year.
2. A longevity increase of 5% of base salary shall be added at the 15th, 20th, and 25th year to all employees on the C, D, E, and F schedules. Longevity shall be computed on the basis of number of years credit given at time of initial employment at Forest Hills, plus years of service since initial employment.
3. The Board of Education shall contribute \$12.40 for each calendar month a teacher is employed during the September 1 to August 31 school year. This amount shall be prorated for teachers serving on a part time basis. The insurance program shall be selected by the individual teacher from the Michigan Education Special Services, 4-option plan.
4. Heads of Departments will be paid 4% of base salary on an annual basis.
5. 5% of base salary will be paid to the director of one full length musical production by the Forest Hills Music Department.
6. The salary schedule for all teachers is considered basic. The Board may pay any teacher in addition to this schedule if in the Board's estimation the demonstrated talents of the teacher warrants such payment. Such payments shall be authorized on an annual basis.

## General Conditions for Full Year Employment

### Schedules B-1, C-1, D-1, E-1, F-1

A. Those persons eligible for full year employment in the Forest Hills district must have the following certification and qualifications:

1. Tenure in the Forest Hills district.
2. A minimum of ten semester hours or fifteen term hours of graduate credit since receiving their Bachelor's degree.
3. A provisional or permanent certificate, or a Bachelor's degree and Life certificate with five years of full time teaching immediately prior to the contract year.
4. A full time teacher during the regular school year.

Note: In case a necessary summer program cannot be staffed by a person meeting full year teaching qualifications, the Board may employ a probationary teacher for summer employment. In no case will such an instructor be employed if a tenure teacher with ten semester hours is available for the assignment.

5. With six months notice prior to the summer program a person may be eligible for full year employment if one of the following conditions have been met:
  - a. Received initial provisional certificate.
  - b. Received permanent certificate.
  - c. Received master's degree.
  - d. Received educational specialist degree.

B. A full year contract may be requested:

1. By June 9, 1967 for eligible teachers now on the staff.

Note: This contract must be returned within fourteen (14) days after being issued.

C. A teacher who terminates his full year status for one summer must also take the succeeding summer off before he is again eligible for reinstatement on a full year status.

D. Those persons who have applied for a National Science Foundation Fellowship or its equivalent may have until March 15, 1968 to withdraw from the summer teaching assignment. This person will be reinstated upon request for the next year if he was enrolled in school the preceding summer as a result of receiving the scholarship. An effort will be made to excuse full year teachers for enrollment in summer school but no special consideration will be given in the case that such permission would alter the summer program. If such a person is excused for summer school, he may work the following summer.

E. A full time employee may take every fourth summer off upon six (6) months prior notice provided that this leave is not used for other full time employment. It is not compulsory for a teacher to take every fourth summer off, but he may do so without penalty. This teacher shall be paid on a nine (9) months contract basis.

- F. Full time teachers will be assigned to summer positions, such as:
1. Driver training.
  2. Summer music.
  3. Remedial courses.
  4. Basic secondary courses.
  5. Special courses not available during regular year.
  6. Curriculum research and development.
  7. Recreation.
  8. Educational materials research and school specifications.
  9. Director of various named programs.
  10. Teaching afternoon and evening classes.
  11. Other educational duties not yet defined.
- G. Teachers employed on the full year basis will work forty-three (43) days during the summer months.
- H. There shall be at least two consecutive weeks of vacation for each full time teacher working in the summer program.
- I. Teachers on a full year basis shall be allowed one day each month for sick leave to be accumulated without limit.
- J. Full time teachers shall receive supplementary contracts for the additional time and salary as provided on the full year schedule.
- K. The regular school year contract shall be in force during the time established in the Master Agreement. The full time teachers will work from September 1 until August 30.
- L. Teachers employed on the full year basis will be called upon to be self-disciplined as constant supervision may not be as prevalent as during the regular school year. The Teachers' Association will select a minimum of four (4) full time teachers whom they feel are competent and professionally oriented. The Superintendent shall select two (2) of these people to function with him or his agent as an evaluating and supervising team. This team shall have the power to recommend the dismissal or reassignment of any teacher in summer employment if it is decided that his attitude toward this employment is such that he does not adequately perform his assigned task. If for some reason a summer instructor does not adequately perform his assigned summer task, the team shall counsel with the individual to correct the situation. In every case the team will endeavor to correct the situation before considering transfer or dismissal of the teacher in question.
- M. A cooperative planning committee will be selected by the administration to aid in planning the summer program. This committee will consist of teachers employed on the full year basis. For those people who are requested and agree to work on specific advanced planning for the summer program, consideration and adjustments will be made in their teaching assignments during the summer.
- N. Work schedules for full time teachers will be worked out on an individual basis by the summer program planning committee. First consideration for determining the work day will be the nature of the program. The convenience of the teacher or teachers involved will also be given full consideration.