

Aug. 31, 1972

*Forest Hills Public Schools*

AGREEMENT

between

BOARD OF EDUCATION

of the

FOREST HILLS PUBLIC SCHOOLS

and

FOREST HILLS M.E.A. DISTRICT ASSOCIATION

September, 1969 - August, 1972

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Michigan State University

A G R E E M E N T

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and

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A G R E E M E N T

1           This Agreement entered into this 2nd day of September, 1969 by and  
2 between the BOARD OF EDUCATION OF FOREST HILLS PUBLIC SCHOOLS,  
3 Kent County, Michigan, hereinafter called the "Board", and the Forest Hills  
4 M. E. A. DISTRICT ASSOCIATION, hereinafter called the "Association".

W I T N E S S E T H:

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

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

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

16           WHEREAS, the parties, following extended and deliberate professional  
17 negotiations, have reached certain understandings which they desire to mem-  
18 orialize.

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

ARTICLE I

Recognition

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

28           B. The Board agrees not to negotiate with any teacher's organization  
29 other than the Association for the duration of this Agreement with respect to  
30 personnel in the bargaining unit. Nothing contained herein shall be construed  
31 to prevent any individual teacher from presenting a grievance and having the  
32 grievance adjusted without intervention of the Association, if the adjustment is  
33 not inconsistent with the terms of this Agreement, provided that the Association



1 has been given opportunity to be present at such adjustment.

2 C. The Board shall also make payroll deductions upon written author-  
3 ization from a teacher for the tax sheltered annuities, Grand Rapids Teacher's  
4 Credit Union, M.E.A. Insurance premiums and any other programs jointly ap-  
5 proved by the Association and the Board.

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

## ARTICLE II

### Teacher, Board and Administration Rights

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

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

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

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

1 E. The Board agrees to furnish to the Association in response to  
2 reasonable requests all available information in the form maintained con-  
3 cerning the financial resources of the district, including annual financial  
4 reports and audits, register of certified personnel, tentative budgetary re-  
5 quirements and allocations (including county allocation board budgets, cen-  
6 sus and membership data) names and addresses of all teachers, including  
7 new teachers hired during the summer, salaries paid thereto. Other infor-  
8 mation will be available that will assist the Association in developing intel-  
9 ligent, accurate, informed and constructive programs on behalf of the  
10 teachers, their students and the School District, together will information  
11 which may be necessary for the Association to process any grievance or  
12 complaint provided that personal information respecting individual teachers  
13 shall not be disclosed except as otherwise provided by Article XI-B.

### ARTICLE III

#### Professional Compensation

14 A. The salaries of teachers covered by this Agreement are set forth  
15 in Schedule A which is attached to and incorporated in this Agreement. Such  
16 salary schedule shall remain in effect during the term of this Agreement.

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

19 C. Teachers shall not be required to report more than two days prior  
20 to the beginning of classes in September or to remain more than two days after  
21 end of classes. The School Year shall be defined as beginning no sooner than  
22 the Tuesday following Labor Day and with classes beginning no sooner than the  
23 Wednesday following Labor Day. In no case shall a teacher (except teachers  
24 new to the school district) report before the Tuesday following Labor Day, or  
25 be required to work past the end of the school year. The regular school year  
26 will not exceed 187 working days including not more than 366 half days of in-  
27 struction. The subsequent yearly school calendar shall be discussed by the  
28 negotiating teams before it is submitted for action by the Board of Education.

29 D. The following holidays and vacations shall be observed and all  
30 schools closed: Thanksgiving Day and the Friday following. Christmas vaca-  
31 tion shall be of at least seven days and not more than ten school days. Easter  
32 recess shall be not less than two school days nor more than six school days.  
33 Memorial Day and the Fourth of July shall be legal holidays; For those  
34 teachers employed during this period.

35 E. A teacher engaged during the school day in negotiating in behalf of  
36 the Association with any representative of the Board or participating in any  
37 professional grievance negotiation shall be released from regular duties with-  
38 out loss of salary or sick leave when such meeting is held during the school  
39 day at the request of the Board, Administration, Arbitrator or public author-  
40 ity.

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

#### ARTICLE IV

##### Teaching Hours

8 A. Teachers shall arrive at school at least one-half hour before  
9 classes begin and stay at school at least one-half hour after school is dis-  
10 missed with the exception of Fridays and the day preceding school vaca-  
11 tions at which time teachers may leave at school dismissal. Special ar-  
12 rangements for personal reasons may be made with the school principal.  
13 No teacher shall regularly be required to be in attendance in his school  
14 for more than eight hours a day.

15 B. The Teacher's Association and the Board of Education realiz-  
16 ing that care, guidance and supervision of children is a joint responsibil-  
17 ity, hereby agree to the following procedure.

18 The Board of Education shall hire adults to supervise the elementary  
19 playgrounds. The elementary classroom teachers shall be given sixty min-  
20 utes every noon hour free of classroom instruction. This period shall be  
21 used for lunch, planning, conference and lunchroom supervision. No teacher  
22 shall be required to supervise in the lunch room more than two periods a  
23 week and in no case will these periods exceed twenty minutes each. In case  
24 of inclement weather, when, in the principal's judgment, outdoor play is not  
25 in the best interest of the students, he may request up to, but not exceeding,  
26 50% of his staff to aid the outdoor supervisor to supervise within the building.  
27 During inclement weather no teacher shall be required to supervise children  
28 more than forty minutes during any one noon hour. Teachers who are not  
29 scheduled for supervision or conference and whose classroom planning is  
30 adequate, may request and will be granted permission to leave the building  
31 during this noon hour period. It is further agreed that:

32 1. A designated teacher shall check every day with the playground  
33 supervisor as to existing conditions and shall make her location known to the  
34 supervisor during the noon hour period in case of an emergency.

35 2. Within the above provision each school staff shall, under the prin-  
36 cipal's direction, derive a program of supervision that shall provide for an  
37 orderly, mannerly noon hour period.

38 3. When weather conditions are questionable, elementary teachers  
39 will check with the principal's office before releasing students for outside  
40 recess or noon hour.



1 C. When school is dismissed during the day due to unforeseen cir-  
2 cumstances, all teachers will be allowed to leave when school children have  
3 vacated the school premises. On those days when school is postponed be-  
4 cause of weather conditions, teacher will report for work unless otherwise  
5 notified.

## ARTICLE V

### Teaching Loads and Assignments

6 A. The normal weekly teaching load in the senior high school will be  
7 twenty-five teaching hours or supervised study hours and five unassigned  
8 preparation hours. The normal weekly teaching load in the junior high school  
9 will be twenty-five teaching hours or supervised study or activity hours. The  
10 normal weekly teaching load in the elementary schools will be no more than  
11 thirty teaching hours.

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

## ARTICLE VI

### Teaching Conditions

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

23 A. Because the pupil-teacher ratio is an important aspect of an effec-  
24 tive educational program, the parties agree that the average class size per  
25 category should not exceed the number listed below. If the average is exceed-  
26 ed, every effort will be made to correct the situation as soon as reasonably  
27 possible.

28 It is further agreed that the numbers listed below will be the maximum  
29 when practicable.

30	Category I (per administrative unit)	Kindergarten	25
31	Category II " " "	Elem. grades	26
32	Category III	Junior high school classes	30
33	Category IV	High school English	25
34	Category V	High school Social Studies, Gen. Education,	
35		Mathematics, Science and Language	30
36	Category VI	Business and Typing	32
37	Category VII	Ind. Arts & Vocational Shops	24

1	Category VIII	Home Economics (high school)	24
2	Category IX	Physical Education	40
3	Category X	Art and Drafting	27

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

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

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

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

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

24           G. Parking facilities shall be made available to teachers.

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

32           I. The provisions of this Agreement and wages, hours, terms and con-  
33 ditionsof employment shall be applied without regard to race, creed, religion,  
34 color, national origin, sex or marital status or membership in or association  
35 with activities of any legitimate employee organization. The Board and the  
36 Association pledge themselves to seek to extend the advantages of public edu-  
37 cation to every student without regard to race, creed, religion, sex, color or  
38 national origin and to seek to achieve full equality of educational opportunity to  
39 all pupils.

1 J. Teacher aides employed by the Board of Education will not be  
2 assigned by the Board or its representatives to positions of an instructional  
3 nature which are the professional responsibilities of the certified teachers.

## ARTICLE VII

### Vacancies and Promotion

4 A. Whenever a teacher is interested in being considered for assign-  
5 ment to any professional position in the District, he may file a written no-  
6 tice of his interest with the Superintendent. Before any such vacancy is  
7 filled, the qualifications of each teacher who has filed a notice of interest  
8 therein shall be reviewed. A list of vacancies will be made available to any  
9 teacher upon request to the Administration office.

10 B. Consistent with the parties basic purpose of providing a quality  
11 education for the children of the District, such vacancies shall be filled by  
12 the Board with the best qualified person available. The Board declares its  
13 intention to give full consideration to present staff members in all vacancies  
14 in which they have expressed an interest. Any Forest Hills teacher who has  
15 filed written application for a position will be notified when the position is  
16 filled and will be given the reasons for not being selected.

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

21 D. Any teacher who is transferred to a supervisory or executive posi-  
22 tion and later returns to teacher status shall be entitled to retain such rights  
23 as he may have had under this Agreement prior to such transfer to supervis-  
24 ory or executive status.

## ARTICLE VIII

### Association Membership

25 A. Any teacher who is a member of the Association, or who has applied  
26 for membership, may sign and deliver to the Board an assignment authorizing  
27 deductions of membership dues in the Association, including the NEA and the  
28 MEA. Such authorization shall continue in effect from year to year unless re-  
29 voked in writing between June 1 and September 1 of any year. Pursuant to such  
30 authorization, the Board shall deduct one-tenth of such dues from one regular  
31 salary check of the teacher each month for ten months beginning in September  
32 and ending in June of each year. Deductions for teachers employed after the  
33 commencement of the school year shall be appropriately prorated to complete  
34 payments by the following June. The professional dues approved by the Assoc-  
35 iation shall be reported to the Board no later than March 15th for the ensuing  
36 year.



1           B. By December 15th of the school year the Association shall notify  
2 the Board of all employees identified in the bargaining unit who have failed  
3 to join the Association or pay equal fees to the Association. By January 31st  
4 of the same school year the Board agrees to notify these persons of the ter-  
5 mination of their employment at the end of the school year. Special Conditions:

6           a. All employees identified in the bargaining unit as specified  
7 in Article I, section A of this Agreement who were employed on or before  
8 September 2, 1969 and who have never been a member of the Forest Hills  
9 Education Association, shall be exempt from Article VIII, section B. The  
10 Board agrees not to discourage any employees from becoming a member of  
11 the Association.

12           b. Because of the uncertainty of certain aspects of the Agency  
13 Shop and the Tenure law, an employee may notify the Association and the Board  
14 that they are paying the commensurate fee under protest because of the legal  
15 implications. Upon request the Board shall deposit these funds into an escrow  
16 account until such time as the legality of Agency Shop is determined. At this  
17 time, the monies collected, plus interest earned, shall be deposited with the  
18 Association if Agency Shop is deemed legal or shall be returned to the employee  
19 if Agency Shop is deemed illegal. If the issue is not decided by June 30, 1972,  
20 the money, plus interest, shall be turned over to the Association.

21           c. An employee in the bargaining unit who has his employment  
22 terminated as specified in Article VIII, section B, and who within two months  
23 after such notice begins proceedings for Tenure hearings or court action, will  
24 continue to be employed until such time as the judgment is final. If the final  
25 judgment is in the teacher's favor, he shall continue to be employed with full  
26 benefits. If the termination of employment is judged legal the said teacher shall  
27 be discharged from the Forest Hills staff at the end of the next bi-weekly pay  
28 period.

29           C. With respect to all sums deducted by the Board pursuant to author-  
30 ization of the employee, whether for membership dues or equivalent fee, the  
31 Board agrees promptly to remit to the Association that portion allocated to the  
32 Association and to remit the balance for both the NEA and the MEA, to the Michi-  
33 gan Education Association, 1216 Kendale Boulevard, Box 673, East Lansing,  
34 Michigan 48823. The Board of Education will cooperate with the Forest Hills  
35 Education Association to keep membership rosters up to date and categorized.  
36 The Association agrees to promptly advise the Board of all members of the  
37 Association in good standing from time to time and to furnish any other infor-  
38 mation needed by the Board to fulfill the provisions of this article, and not  
39 otherwise available to the Board.

## ARTICLE IX

### Leave Pay

40           A. All teachers shall be granted ten days of sick leave per year, the

1 unused portion shall be allowed to accumulate without limit. Once each year  
2 (at the beginning of the school year) the Board shall furnish to each teacher  
3 a written statement of total sick leave accumulation. Such notice shall be given  
4 on or prior to the third pay period. The difference between the teachers' salary  
5 and the Workmen's Compensation shall be paid by the Board for absence because  
6 of confinement to the extent of the teacher's accumulated sick leave.

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

9 C. Three days of sick leave may be taken upon notification for a death  
10 in the immediate family. The immediate family shall be the teacher's father,  
11 mother, spouse, children, or the spouse's father or mother.

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

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

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

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

22 H. Arrangements for absences not covered above must be made with  
23 the principal. Where satisfactory prior arrangements are made with the prin-  
24 cipal and adequate lesson plans are prepared for a substitute teacher, the first  
25 three days of such absence will result in deduction of the prevailing pay for a  
26 substitute teacher. Thereafter, deduction will be made at the rate of 1/190th  
27 of the teacher's base salary for each day of absence. Persons absent from  
28 duty because of vacations must give prior notice and shall have 1/190th of their  
29 salary deducted for each day of such absence.

30 I. To qualify for sick leave a person must notify his principal by 7:00  
31 a. m. or become sick on school premises. Absence for any other reason neces-  
32 sitating substitution by staff members may result in the deduction from the  
33 teacher's pay of the amount paid the substitute as provided in Article VI, sec-  
34 tion F.

## ARTICLE X

### Leaves of Absence

35 A. Any teacher whose personal illness extends beyond the period com-  
36 pensated under Article IX may be granted a leave of absence without pay for  
37 one year, subject to renewal at the will of the Board. Upon return from such  
38 leave, a teacher shall be assigned to the same position, or a substantially

1 equivalent position, if either is available, provided always that the teacher  
2 is able to perform the duties required by the position.

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

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

20 D. Military leaves of absence in accordance with applicable laws  
21 shall be granted to any teacher who shall be inducted or shall enlist for mili-  
22 tary duty in any branch of the armed forces of the United States. Teachers  
23 on military leave shall be given the benefit of any increments which would  
24 have been credited to them had they remained in active service with the school  
25 system.

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

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

## ARTICLE XI

### Teacher Evaluation

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

35 B. Each teacher shall have the right upon request to review the mater-  
36 ials prepared for his personnel file by the Forest Hills School District. A rep-  
37 resentative of the Association may be requested to accompany the teacher in  
38 such review.



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

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

13 E. Before March 1st of each school year, the work of each probation-  
14 ary teacher shall be observed by his principal at least three times. One eval-  
15 uation shall be before November 1st. The second observation shall take place  
16 between November 1st and January 15th. A third shall take place between Jan-  
17 uary 15th and March 1st. One of these observations shall be at a time mutually  
18 agreed upon by the teacher and the principal.

19 Each probationary teacher shall receive at least three written eval-  
20 uations per year concerning any deficiencies and recommendations for improve-  
21 ment. Such evaluations will take place on about the same dates as stated above.

22 After all observations are completed and before March 15th, the  
23 building principal shall make a final written evaluation of the teacher's work  
24 and shall confer with the teacher concerning this evaluation. The teacher  
25 shall acknowledge receipt of the evaluation by signing the original copy. A  
26 duplicate copy shall be furnished the teacher at the time of the evaluation.

27 Within fourteen days thereafter the teacher may file with the Super-  
28 intendent an answer to the evaluation statement with a copy to the principal in-  
29 volved. Before making his recommendation to the Board with respect to such  
30 teacher, the Superintendent may arrange a second conference with the teacher.

31 F. The Board and the Association realize that a new teacher may need  
32 help and orientation to be an effective teacher in Forest Hills. It is an accept-  
33 able practice for the building principal to assign a teacher with experience to a  
34 probationary teacher as a teaching coach. This assignment must meet with the  
35 approval of the two teachers involved.

36 G. Tenure teachers shall be issued no yearly contract after the year  
37 they are first placed under contract. By April 1st, but not before March 15th  
38 of each year, the Board may distribute, according to regulations set herein-  
39 after, notices of intent to the tenure teachers and ask for their return within  
40 two weeks. Such notices shall include the teacher's assignment and salary  
41 for the year.

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

6 I. It is agreed that the teacher's assignment may be altered sub-  
7 sequent to the issuance of the note of intent or contract if it becomes  
8 necessary due to a change in conditions. Should this occur, the affected  
9 teacher shall be notified as soon as possible.

10 J. It is expressly understood by the Association that it is a vio-  
11 lation of the tenure law for a teacher to resign later than July 2nd without  
12 consent of the Board, and the Association agrees to take all reasonable  
13 steps to eliminate such resignations, including the support of all penalties  
14 applicable under law.

## ARTICLE XII

### Protection of Teachers

15 A. Good order and discipline are necessary for effective teaching.  
16 Each teacher is responsible for maintaining such an atmosphere in each of  
17 his classes. The Board recognizes, however, that through its Administra-  
18 tive staff it must support its teachers in taking all reasonable action to main-  
19 tain proper classroom order, and agrees to do so. The Board further recog-  
20 nizes that the teacher may not fairly be expected to assume the role of warden  
21 or custodian for emotionally disturbed students. An emotionally disturbed  
22 student shall be diagnosed by a licensed psychologist who will make his report  
23 and recommendations available to a screening committee composed of class-  
24 room teachers who have instructed the child and administrators and consul-  
25 tants who have worked with him. This committee will make recommendations  
26 as to the best placement of the child.

27 B. Any complaints by a parent of a teacher directed toward a teacher  
28 shall be called promptly to the teacher's attention, if in the Administration's  
29 judgment such notice will be beneficial. Any case of assault upon a teacher  
30 shall be promptly reported to the Board through the Superintendent or his de-  
31 signated representative. The Board will provide all reasonable assistance to  
32 the teacher in connection with handling of the incident by law enforcement and  
33 judicial authorities.

34 C. Time lost by a teacher in connection with the disposition of any in-  
35 cident mentioned in this article shall not be charged against the teacher.

36 D. Realizing that maintenance of staff is both desirable and necessary  
37 for a well run school and, furthermore, realizing that at some time it may be  
38 necessary for a decrease in the number of teachers in the system, the Board

- 1 and the Association agree that should a decrease in the staff become neces-  
2 sary the following steps shall be followed:
- 3 1. No more teachers than necessary shall be released.
  - 4 2. At no time shall a teacher be released due to hiring of new per-  
5 sonnel in the same field as the teacher or in a field that the  
6 teacher is qualified to teach.
  - 7 3. All teachers that are so released shall be given the first oppor-  
8 tunity to be re-hired with the same benefits as when released.
  - 9 4. When teachers are released it shall be on a least qualified senior-  
10 ity basis. Teachers reinstated will be on the highest qualifie d  
11 seniority basis. "Qualified seniority" shall mean greatest number  
12 of years in the specific teaching assignment in the Forest Hills  
13 district.
  - 14 5. If a teacher who has been released and then at a later date is offered  
15 re-employment under the provision of this section chooses not to  
16 accept the position, shall lose his qualified seniority in the Forest  
17 Hills Public School system.
  - 18 6. An individual teacher who has been released under the provisions  
19 of this section shall retain his qualified seniority for a period equal  
20 to the number of years he has been employed as a classroom teacher  
21 in the Forest Hills Public Schools.

ARTICLE XIII

Negotiating Procedures

- 22 A. During the professional negotiations leading up to the Agreement,  
23 each party had the right to make proposals and bargain on all bargainable  
24 matters. This contract contains the entire agreement of the parties. During  
25 its life, each party agrees that the other will not be required to engage in fur-  
26 ther bargaining on any matter, whether covered herein or not, except for mat-  
27 ters which are subject to professional grievance negotiation procedure as pro-  
28 vided in Article XIV. A letter of understanding regarding this paragraph is  
29 attached as Schedule C.
- 30 B. No later than February 1 preceding the expiration of this Agreement,  
31 the parties will begin negotiations for a new Agreement covering wages, hours,  
32 terms and conditions of employment of teachers.
- 33 C. In any negotiations provided for herein, neither party shall have any  
34 control over the selection of the negotiating or bargaining representatives of the  
35 other party and each party may select its representatives from within or without  
36 the school district.

ARTICLE XIV

Professional Grievance Negotiation Procedures

- 37 A. Any teacher or group of teachers believing that there has been a vio-



1 lation, misinterpretation or misapplication of any provision of this agreement  
2 or of any rule, order, regulation of the Board, may take the following steps to  
3 implement the settlement of the alleged violation.

- 4 Step 1. a. If, after meeting and discussing the alleged violation with the building  
5 principal, a satisfactory settlement cannot be concluded, the teacher  
6 or teachers may, within five working days of the occurrence of the  
7 alleged violation, file a written grievance with the principal of the  
8 building. The grievance should indicate the Article and section of  
9 concern, will include the suggested remedy and will be dated and  
10 signed by the teacher or group of teachers filing the grievance.
- 11 b. Within five working days of receipt of the written grievance the prin-  
12 cipal shall meet with the Association representative in an effort to  
13 resolve the grievance. Affected teachers may or may not be present  
14 at such meeting. The principal's written answer shall be given with-  
15 in five working days after such meeting.
- 16 c. When the particular grievance arises in more than one school building  
17 the written grievance shall be filed directly with the Superintendent at  
18 Step 2.

- 19 Step 2. a. If the meeting with the school principal does not result in an agree-  
20 ment and the Association and the aggrieved teacher believe the  
21 grievance has merit, the grievance shall be transmitted within five  
22 working days after receipt of the principal's answer to the Superin-  
23 tendent by the Association President or his alternate.
- 24 b. The Superintendent may hold informal discussions with any or all  
25 parties involved. However, within five working days of receipt of  
26 the written grievance, he shall return the grievance to the Associa-  
27 tion president with his decision to approve or deny said grievance.

- 28 Step 3. a. If the grievance shall be denied by the Superintendent, and the Assoc-  
29 iation and aggrieved teacher believe it has merit, the Association  
30 president or his alternate may, within five working days, transmit  
31 the grievance to the Secretary of the Board with a statement of reasons  
32 why it is being pursued.
- 33 b. Within twenty working days of receipt of the grievance, the Board  
34 shall pass upon the grievance.

- 35 Step 4. a. If the decision of the Board is not satisfactory to the Association and  
36 the aggrieved teacher, the grievance may be submitted to arbitration  
37 by written notice given by the Association within fifteen days after re-  
38 ceipt of the decision. An impartial arbitrator shall be promptly selec-  
39 ted by the parties to decide the matter. If they cannot agree as to the  
40 arbitrator, he shall be selected by the parties from a panel of five  
41 qualified persons prepared by the Federal Mediation and Conciliation  
42 Service. The power of the arbitrator shall be limited to the interpre-  
43 tation or application of the express terms of this Agreement and he  
44 shall have no power to alter, add to or subtract from the terms of this  
45 Agreement as written. Both parties agree to be bound by the award of

- 1 the arbitrator and agree that judgment thereon may be entered  
2 in any court of competent jurisdiction.
- 3 b. No grievance shall be processed unless initiated or carried to  
4 the next step within the time provided herein or as extended by  
5 mutual agreement.
- 6 c. The fees and expenses of the Arbitrator shall be shared equally  
7 by the Board and the Association.

## ARTICLE XV

### Professional Study Committees

8 A. A joint council consisting of two members appointed by the Board  
9 and three members appointed by the Association. This council shall study,  
10 consider and discuss educational and student problems and shall formulate  
11 recommendations for serious board consideration.

12 B. Released time of at least two half days shall be provided for in-  
13 service programs. The program for the inservice days shall be planned by  
14 a committee composed of the following persons:

- 15 Superintendent of Schools  
16 One teacher selected by the high school department heads  
17 One teacher selected by the junior high school faculty  
18 One member of the professional study committee  
19 One early elementary teacher selected by the study committee  
20 One later elementary teacher selected by the study committee

## ARTICLE XVI

### Miscellaneous Provisions

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

28 B. No polygraph or lie detector device shall be used in any investi-  
29 gation of any teacher, by the Board or agents representing the Board.

30 C. The Association shall deal with ethical problems arising under the  
31 Code of Ethics of the Education Profession in accordance with the terms there-  
32 of and the Board recognizes that the Code of Ethics of the Education Profession  
33 is considered by the Association and its membership to define acceptable cri-  
34 teria of professional behavior. (Schedule B, page 24)

1           D. This Agreement shall supersede any rules, regulations or  
2 practice of the Board which are contrary to or inconsistent with its terms.  
3 It shall likewise supersede any contrary or inconsistent terms contained in  
4 any contract with individual teachers heretofore in effect. All future con-  
5 tracts with teachers shall be subject to the terms of this Agreement. The  
6 provisions of this Agreement shall be part of the established policies of  
7 the Board.

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

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

## ARTICLE XVII

### Provisions for Continued Education

15           The Board, Association, and each teacher, recognize that their pri-  
16 mary responsibility is to the children of the District and declare that their  
17 mutual objective is to provide those children with a proper education. To  
18 that end:

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

23           B. The Board recognizes that issuance of contracts or letters of in-  
24 tent may have detrimental effect on negotiations with the Association. To  
25 facilitate the renegotiation of this Agreement and the Professional Compensa-  
26 tion schedule as provided in Article III, the Board agrees that it will not,  
27 without the consent of the Association, issue teaching contracts or notices  
28 of intent to teachers then in the school system while such negotiations are  
29 being carried on. The Board, however, may issue contracts to new teachers  
30 not then under contract. The Association will in no way interfere with the  
31 Board's replacement of teachers who wish to leave the school system, and will  
32 inform the Board of any vacancies it knows will be created by intended resigna-  
33 tions.

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



ARTICLE XVIII

Duration of Agreement

1           This Agreement shall be effective from September 2, 1969 to August  
2 31, 1972. This Agreement shall not be extended orally and it is expressly  
3 understood that it shall expire on the date indicated.

4 Signed by:

Signed by:

5 **President, Forest Hills M. E. A.**  
6 **District Association**

**President, Forest Hills Board of  
Education**

John P. Miller

Niel A. Weathers

7 **Secretary, Forest Hills M. E. A.**  
8 **District Association**

**Secretary, Forest Hills Board of  
Education**

Jill Koopman

Mary Helen Price

## Schedule A

## 1969-70 Salary Schedule

Step	BA		MA		MA+15		MA+30	
	Salary	Index	Salary	Index	Salary	Index	Salary	Index
0	7,000	1.00	7,700	1.10	8,050	1.15	8,400	1.20
1	7,210	1.03	7,980	1.14	8,330	1.19	8,680	1.24
2	7,420	1.06	8,260	1.18	8,610	1.23	8,960	1.28
3	8,190	1.17	8,820	1.26	9,170	1.31	9,520	1.36
4	8,540	1.22	9,240	1.32	9,590	1.37	9,940	1.42
5	8,890	1.27	9,590	1.37	9,940	1.42	10,290	1.47
6	9,240	1.32	9,940	1.42	10,290	1.47	10,640	1.52
7	9,590	1.37	10,290	1.47	10,640	1.52	10,990	1.57
8	9,940	1.42	10,640	1.52	10,990	1.57	11,340	1.62
9	10,150	1.45	11,060	1.58	11,410	1.63	11,760	1.68
10	10,360	1.48	11,480	1.64	11,830	1.69	12,180	1.74

1 1970-71 Salary -

2           The 1970-71 base beginning salary shall be the 1969-70 beginning salary  
3 plus the percentage cost of living increase computed on and added to the 1969-70  
4 base beginning salary plus an additional \$100.00. In no case will the beginning  
5 salary be less than \$7,450.00.

6 1971-72 Salary -

7           The 1971-72 base beginning salary shall be the 1970-71 beginning salary  
8 plus the percentage cost of living increase computed on and added to the 1970-71  
9 base beginning salary **plus** an additional \$100.00.

10           The established ceiling for the cost of living any one year shall be 6%.  
11 In case the cost of living exceeds 6% the remainder of increase will be paid  
12 during the following years when the cost of living increase is less than the 6%  
13 ceiling.

14           The Bureau of Labor Statistics scale shall be the national scale adopted  
15 in 1958-59 at 1.00. Percentage increase shall be calculated by dividing the  
16 point raise from July to July by the previous July's total points.

1 Salary Schedule Conditions:

2 1. Only those teachers with a bachelor's degree or a permanent  
3 certificate or a Life certificate and five years of teaching during the last  
4 five years, will progress past the fifth step on the bachelor degree sched-  
5 ule. A teacher who receives a permanent certificate during the year will  
6 have his/her salary adjusted according to the following conditions:

7 a. If said teacher has taught in Forest Hills for three  
8 years and has delivered a letter to the administration office from an  
9 accredited Michigan college or university indicating that said teacher  
10 has completed all necessary academic requirements for permanent  
11 certification, said teacher will be placed on the appropriate step the  
12 following month.

13 b. If said teacher has performed all or a portion of the  
14 necessary three years teaching experience outside Forest Hills School  
15 District, he/she will have the salary adjusted to the appropriate step  
16 the month following the registration of a permanent certificate in the  
17 administration office.

18 2. MA+15 - Fifteen semester hours of graduate credit must be in  
19 the teaching major, teaching minor or teaching assignment.

20 3. MA+30 - Thirty semester hours of graduate credit must be in  
21 the teaching major, teaching minor or teaching assignment.

22 Regulations:

23 1. Experience from outside systems can be credited at employing  
24 officials discretion with no limit.

25 2. Salaries may be negotiated above the schedule for one year only  
26 if the vacancy is created by loss of a contracted teacher after the date of  
27 July 1st. This to be the last resort.

28 3. Credit for military experience shall be given on the salary sched-  
29 ule as follows:

30 a. One year credit for nine months of consecutive service.

31 b. Two years credit for twenty-one or more months of  
32 consecutive service.

33 In no instance shall more than two years credit on the salary schedule  
34 be given.

35 4. Retirement shall be mandatory for all persons reaching the age of  
36 65 before Tuesday after Labor Day.

37 5. A teacher will be moved from a bachelor degree schedule to the  
38 master degree schedule the month following registration in the Board office  
39 of either:

40 a. A letter from an accredited college or university indicating



1 the satisfactory completion of a masters degree.

2 b. A masters degree from an accredited college or university.

3 6. A longevity increase of 5% of base salary shall be added at the  
4 15th, 20th, and 25th year to all qualified teachers. Longevity shall be  
5 computed on the basis of number of years credit given at time of initial  
6 employment at Forest Hills, plus years of service since initial employ-  
7 ment. Beginning the 1970-71 school year no one will be placed on longe-  
8 vity pay or advanced on to the next longevity step unless they have earned  
9 twenty semester hours or thirty term hours of credit since receiving a  
10 bachelor's degree.

11 7. The Board shall pay 90% toward MEA super medical health and  
12 medical insurance for the employee and his dependents. Dependents shall  
13 be spouse and natural born or legally adopted children who qualify as de-  
14 pendents with the Internal Revenue department.

15 8. Heads of department will be paid 4% of base salary on an annual  
16 basis. Varsity band director will be paid 4% of base salary and high school  
17 choral director will be paid 2% of base salary.

18 9. 5% of base salary will be paid to the director of one full length  
19 musical production by the Forest Hills music department.

20 10. The salary schedule for all teachers is considered basic. The  
21 Board may pay any teacher in addition to this schedule if in the Board's  
22 estimation the demonstrated talents of the teacher warrants such payment.  
23 Such payments shall be authorized on an annual basis.

24 Advanced Salary Placement - There shall be a committee composed  
25 of the superintendent, one elementary principal, one outstanding secondary  
26 teacher and one outstanding elementary teacher. The two teachers are to  
27 be appointed by the professional study committee. This committee will set  
28 up a rating scale to evaluate teacher skills, ability and interest. All tenure  
29 teachers who apply will be classified as good, better or best. Not more  
30 than 20% of the total staff will be rated as best. Teachers will be evaluated  
31 by the principal on the basis of application and self evaluation in areas speci-  
32 fied by the above comittee. A scoring system devised by the above committee  
33 will be applied to the evaluation process and the score will count toward 60%  
34 of the individual teacher's rating. The other 40% of the evaluation will be a  
35 rating scale derived by the committee to judge student evaluation of secondary  
36 teachers and parent evaluation of elementary teachers. These evaluations will  
37 be patterned after the questionnaire developed by Ray C. Bryan, "Reaction to  
38 Teachers by Students, Parents and Administrators". The Board of Education  
39 shall have an impartial person give and composit the student and parents eval-  
40 uation ratings.

41 An amount not to exceed \$15,000.00 will be allocated to be paid during  
42 the next contract year (1970-71) to the teacher rated as "best". An amount

1 not to exceed \$20,000.00 will be allocated for 1971-72. In no case will any  
 2 one teacher be given more than \$750.00 above schedule. The scheduled  
 3 merit scale shall be devised by the committee and approved by the Board.  
 4 The rating and pay will be final and in no case will the process or its appli-  
 5 cation be a basis for a grievance.

6 Supplementary Contract Schedule

7 a. The following is a schedule based on beginning BA degree salaries  
 8 for the indicated special activity which takes place outside the teaching day.  
 9 Credit may be given at the employing officials discretion for experience in  
 10 same assignment in another school system or for a subordinate assignment  
 11 in the same activity within the Forest Hills system but in no case will this  
 12 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
13	Athletic Director	12.5%	13.5%	14.5%	15.5%	16.5%
14	Girls Athletic Coordinator	3.5	4.	4.5	5.	5.5
15	Varsity Football	11.	12.	13.	14.	15.
16	Assistant Football	7.5	8.	8.5	9.	9.5
17	Reserve Football	7.5	8.	8.5	9.	9.5
18	Freshman Football	6.	6.5	7.	7.5	8.
19	Football Assistant	6.	6.5	7.	7.5	8.
20	Varsity Basketball	11.	12.	13.	14.	15.
21	Reserve Basketball	7.5	8.	8.5	9.	9.5
22	Freshman Basketball	6.	6.5	7.	7.5	8.
23	8th grade Basketball	5.	5.5	6.	6.5	7.
24	7th grade Basketball	5.	5.5	6.	6.5	7.
25	Wrestling	9.	10.	11.	12.	13.
26	Assistant Wrestling	5.5	6.	6.5	7.	7.5
27	Varsity Baseball	7.5	8.	8.5	9.	9.5
28	Reserve Baseball	5.	5.5	6.	6.5	7.
29	Varsity Track	7.5	8.	8.5	9.	9.5
30	Reserve Track	5.	5.5	6.	6.5	7.
31	Cross Country	4.5	5.	5.5	6.	6.5
32	Boy's Golf	4.5	5.	5.5	6.	6.5
33	Girl's Golf	2.5	3.	3.5	4.	4.5
34	Boy's Tennis	4.5	5.	5.5	6.	6.5
35	Girl's Tennis	2.5	3.	3.5	4.	4.5

36 b. The following position is to have the percentage based on the actual  
 37 teaching salary.

1. Debate and Forensics 5%

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

- 39 1. High school annual \$500.00
- 40 2. High school newspaper 100.00
- 41 3. Varsity cheer leaders 200.00

- 1 4. Junior varsity cheer leaders \$175.00
- 2 5. 9th grade cheer leaders 150.00
- 3 6. Junior high school cheer leaders 125.00
- 4 7. Teachers certified as Special Education
- 5 teachers and assigned to special education
- 6 classes shall have added to their contract
- 7 that amount reimbursed by the Kent County
- 8 Intermediate School District.

- 9 d. The following activities are to be paid at an hourly rate.
- 10 1. Girl's Intramurals 2.25 per hour
  - 11 2. Ski team 2.75 per hour

12 Conditions -

13 I. Work performed under a supplementary contract is not subject to  
 14 tenure and assignment of individual teachers to such duties is discretion-  
 15 ary with the Board of Education.

16 II. Supplementary contracts are invalid if not signed and returned four-  
 17 teen days after being received. Such time may be extended by discretion  
 18 of the Superintendent.

19 III. The fulfillment of these contracts can be in addition to the teaching  
 20 day as defined in section A, Article IV.

21 IV. The Board of Education has the right to establish additional positions  
 22 and issue payment on supplementary contracts for such positions during the  
 23 term of this Agreement.

24 V. The inclusion of this supplementary contract schedule in no way binds  
 25 the Board to continue any specific activity for the life of this Agreement.

26 General Conditions of Extended Employment -

27 Extended employment beyond the normal school year shall be for in-  
 28 struction in evening and summer school classes. Forest Hills instructors  
 29 who have been employed during 1968 and 1969 on an extended basis and have  
 30 performed satisfactorily shall be given first consideration and preference as  
 31 the program is developed and staffed. Those instructors who have worked on  
 32 the extended basis and whose performance has been less than satisfactory will  
 33 be counseled as to where improvement is necessary and will continue into the  
 34 next year of extended employment on a one year probationary basis.

35 No instructor who has been employed on an extended basis this 1968-69  
 36 year and who wishes to be employed in future years will be paid less than during  
 37 the 1968-69 year if he conforms with the provision of this section. Such teacher  
 38 will agree to work the necessary hours to satisfy the difference, on the estab-  
 39 lished hourly basis, between the 1969-70 regular salary and the 1968-69 extend-  
 40 ed salary if the opportunity is offered in a field such teacher is competent to  
 41 teach.



1 Teachers who have served on an extended year basis and who have  
2 demonstrated satisfactory performance will continue to be employed on an  
3 extended basis of 210 hours per year of evening and summer school in-  
4 struction. Teachers whose training and experience is not compatible with  
5 the necessary curriculum will be given advance notice of their impending  
6 assignment and will be expected to informally prepare for such assignment.  
7 Refusal to prepare may result in loss of extended year privileges.

8 Up to twelve clock hours of sick leave time will be paid to the teachers  
9 on the 210 hour schedule. Teachers who work less than 210 hours shall have  
10 this time prorated. This time shall be applied to the extended portion of em-  
11 ployment only and shall not be intermingled with regular sick leave privileges.  
12 Summer sick leave will be accumulated on a separate basis and applied only  
13 to extended employment.

14 Teachers added to summer employment from 1970 on will be employed  
15 on a year-to-year basis and the Board of Education shall not be obligated to  
16 future employment of these instructors on an extended basis. New teachers  
17 added to the staff for any given year shall be notified of his/her impending  
18 assignment by April 1st.

19 Pay Schedule -

20	1st year of extended employment	\$6.50 per hour
21	2nd year of extended employment	7.25 " "
22	3rd year of extended employment	8.00 " "

23 Teachers who are assigned to formal classes which clearly demon-  
24 strate the necessity of extensive planning may have up to twelve minutes of  
25 extra paid time per class for extra preparation. Those persons working the  
26 full seven week summer program will have the equivalent of thirty hours of  
27 preparation, inservice, and follow-up time assigned before and after the  
28 summer school.

29 The Board of Education accepts that appropriate adult and summer  
30 school classes are a necessary part of the total curriculum. They further  
31 agree to carry out such programs in the best interest of the district.

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 students 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 implementations 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, insignificant 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 writings 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 III, 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 III, 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 Board's 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

NAW:vk



Pegnetter

AUG 21 1973