

8/31/99

1287

MASTER CONTRACT  
FOREST AREA COMMUNITY SCHOOLS

AGREEMENT BETWEEN  
FOREST AREA BOARD OF EDUCATION  
AND  
FOREST AREA EDUCATION ASSOCIATION  
SEPTEMBER 1, 1996  
TO  
AUGUST 31, 1999

*Forest Area Community Schools*

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TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE 1	RECOGNITION.....	2
ARTICLE 2	ASSOCIATION & TEACHER RIGHTS.....	2
ARTICLE 3	RIGHTS & DUTIES OF THE BOARD.....	4
ARTICLE 4	PROFESSIONAL DUES OF FAEA & PAYROLL DED.....	4
ARTICLE 5	SPECIAL STUDENT PROGRAMS.....	7
ARTICLE 6	TEACHING CONDITIONS.....	9
ARTICLE 7	VACANCIES, PROMOTIONS, TRANSFERS.....	12
ARTICLE 8	ILLNESS, DISABILITY, FUNERAL LEAVE.....	13
ARTICLE 9	PUBLIC BUSINESS.....	15
ARTICLE 10	EVALUATION OF TEACHERS.....	15
ARTICLE 11	PROFESSIONAL BEHAVIOR.....	19
ARTICLE 12	REDUCTIONS & CONSOLIDATION.....	19
ARTICLE 13	SCHOOL CALENDAR.....	20
ARTICLE 14	PROFESSIONAL COMPENSATION.....	20
ARTICLE 15	EMERGENCY ABSENCE.....	21
ARTICLE 16	STUDENT DISCIPLINE & TEACHER PROTECTION.....	21
ARTICLE 17	GRIEVANCE PROCEDURE.....	22
ARTICLE 18	CURRICULUM REVIEW.....	26
ARTICLE 19	NEGOTIATION PROCEDURES.....	26
ARTICLE 20	UNPAID LEAVES OF ABSENCE.....	27
ARTICLE 21	MISCELLANEOUS PROVISION.....	29
ARTICLE 22	INSURANCE.....	32
ARTICLE 23	PART TIME TEACHERS.....	33
ARTICLE 24	SITE BASED DECISION/MAKING SCHOOL IMPROVEMENT.....	34
ARTICLE 25	DURATION OF AGREEMENT.....	35
SCHEDULE A	SALARY 96-97.....	36
SCHEDULE A	SALARY 97-98.....	37
SCHEDULE A	SALARY 98-99.....	38
SCHEDULE B	EXTRA DUTY.....	39
SCHEDULE C	CALENDAR 96-97.....	41
SCHEDULE C	CALENDAR 97-98.....	42
APPENDIX A	SALARY EXPLANATION 1996-1997.....	43
APPENDIX A	SALARY EXPLANATION 1997-1998.....	45
APPENDIX A	SALARY EXPLANATION 1998-1999.....	47
APPENDIX B	TEACHER EVALUATION INSTRUMENT.....	49
APPENDIX C	INDIVIDUALIZED DEVELOPMENT PLAN FORM.....	53
LETTER OF AGREEMENT	98-99 EARLY RETIREMENT INCENTIVE.....	54
ATTACHMENT A	APPLICATION/RETIREMENT FORM.....	58
ATTACHMENT B	WAIVER/RELEASE OF CLAIMS.....	60

## ARTICLE 1

### RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certified personnel, whether under contract or on leave. Excluded are members of the administration, such as the superintendent and principals. The term teacher hereafter in this agreement shall refer to all employees represented by the Association in the bargaining unit as above defined. References to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers or organization other than the Association for the duration of this agreement.
- C. This agreement shall supersede all other agreements, directives or policies previously established including the annual Teacher Handbook. Further, any individual contract between a bargaining unit member and the Board previously executed or signed shall be subject to and consistent with the terms and conditions of this Agreement, this Agreement shall be controlling.
- D. This agreement provides for duties of teachers only in the Forest Area Community School District. This Agreement is intended to have application only to the bargaining unit members described in paragraph A who are employed by Forest Area Community Schools.

## ARTICLE 2

### ASSOCIATION AND TEACHER RIGHTS

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

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



- C. The provision of this agreement, including wages, hours, terms and conditions of employment, shall be applied in a manner which is not arbitrary or discriminatory, and without regard to race, religion, color, origin, sex, or marital status.
- D. The Association shall have the right of reasonable use of school buildings, equipment and facilities when scheduled, with the approval of the administration. The Association agrees to reimburse the District for and costs (excluding rental costs) associated with this use.
- E. The teachers, administration and Board will share in the responsibility of working with students to reduce misconduct and/or anti-social behavior.
- F. All communications directed to a teacher in the course of his professional duties and deemed by said teacher to be of a confidential nature need not, except with the consent of said teacher, be disclosed to anyone, including but not limited to any school administrator, parent or guardian, unless said disclosure has been determined to be required by law. In addition, confidential communications including student records information accessible to teachers shall not be disclosed except in conformance with state or federal law.
- G. The Association shall have the right to post notices of activities and matters directly pertaining to Association business on designated bulletin boards, at least one of which shall be provided in each building or facility to which bargaining unit members may be assigned. The Association may use, to the extent permitted by law, the internal document delivery service of the employer, without U.S. Postage, and employee mail boxes for communications to bargaining unit members.
- H. In regard to Channel One or any other televised presentation available in the district, no bargaining unit member shall be disciplined for students' failure to observe commercial programming. This class time shall be counted as teacher student contact teaching time and be viewed as classroom time.

### ARTICLE 3

#### RIGHTS AND DUTIES OF THE BOARD

- A. The Board, on its own behalf and on the behalf of the electors of the District, hereby retain and reserve unto itself, without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Michigan Revised School Code, the laws and the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:
1. to the executive management and administration control of the school system and its properties and facilities;
  2. to hire all employees and, subject to the provisions of law, to determine their qualifications
- B. Through the combined efforts of the Board, the Administration and the faculty, they will:
1. establish grades and courses of instruction, including social programs, provide for athletic, recreational and social events for the students, all as deemed necessary or advisable.
  2. decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms hereof are in conformance with the Michigan Revised School Code, the Constitution and laws of the State of Michigan and Constitution and laws of the United States.

### ARTICLE 4

#### PROFESSIONAL DUES OF FAEA AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board of Education an assignment authorizing deduction of Professional Dues and related fees in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct equal installments of such dues from each regular salary check of the teacher for ten consecutive pay periods beginning in September, to be remitted to the Association as directed by the Association.

- B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities and credit union.
- C. This article shall be effective retroactively to the date of the agreement and all sums payable hereunder shall be determined from said date.
- D. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association in an amount equivalent to the amount of dues uniformly required to members of the Association, less any amounts required by law to be deducted. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such fee directly to the Association or authorize payment through payroll deduction the employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure below.

Payroll deductions made pursuant to this provision shall be in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee.

- 1. The procedure in all cases of nonpayment of the service fee shall be as follows:
  - a. The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is so effected.
  - b. If the bargaining unit member fails to remit the service fee or authorize deduction for the same, the Association may request the Board to make such deduction pursuant to paragraph (a) above.
  - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for the same.
  - d. Payroll deduction made pursuant to the procedure outlined above shall be made in equal amounts as nearly may be from paychecks of the bargaining unit member so effected.

- E. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- F. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to payment or non-payment of the representative benefit fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- G. The Association will certify annually to the District, at least fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the first payroll deduction for service fees, the amount of professional fee and service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law.
- H. Further the Association agrees to promptly notify the District in the event of any Court order, an order or an Administrative agency or an arbitration award where an order has been issued preventing the Association from implementing its "Policy Regarding Objections to Political-Ideological Expenditures" or any successor policy pertaining to the same subject matter. In such an event, the District shall have the right to suspend the involuntary wage deduction procedure specified herein for non-Association bargaining unit members and shall promptly give notice of any such decision to the Association.
- I. The Association shall indemnify and save the Board (including its trustees and administrators) harmless against and from any and all claims, demands suits, or other forms of liability that may arise out of or by reason of action taken by the Board (including its trustees and administrators) for the purpose of complying with the Association security/agency shop provision of this Article. The Association shall, when the Board is sued individually or jointly, make at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any bargaining unit member whose wages have been subject to involuntary deduction under this Article.



SPECIAL STUDENT PROGRAMS

- A. The parties recognize that children having severe physical, mental and emotional problems may require specialized classroom experience and that their presence in the regular classroom may interfere with the normal instructional program and place an extraordinary and unfair demand upon the teacher. Furthermore, the Board agrees to create class schedules early enough to allow for the balancing of mainstreamed students prior to scheduling regular education students to meet the May 15 assignment deadline for staff. Mainstreamed students shall be defined as those students placed into the special education process through and Individual Education Planning Committee (IEPC) evaluation.
- B. Any pupil who is determined by consultation with appropriate qualified professional people to be incapable of adjusting to the regular classroom will be temporarily removed from such classroom and the teacher or teachers shall be involved in the decision of how the child shall be assisted.
- C. Under the previous provisions, there will be established a resource or categorical room to accommodate those students specifically labeled as the result of an IEPC in accordance with the special education code of the State of Michigan. This resource/categorical room will be staffed by a trained and certified Special Education teacher.
- D. Directional Statement  
While the parties acknowledge the policy of Least Restrictive Environment (LRE) is legally mandated, they also recognize the extent to which any individual handicapped student should participate in regular education programs and services must be appropriate to that student's unique needs determined by an Individual Educational Planning Committee (IEPC). The Board and Association acknowledge that least restrictive environment mainstreaming of special education students is legally mandated and intended in the best educational interest of the student.

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

The parties agree to coordinate the planning and programs of Special and General Education for handicapped students to best meet the needs of the handicapped child, including training to meet the needs of the students assigned. It is further acknowledged and recognized that the general education classroom teachers and the appropriate special education

classroom teachers and the appropriate special education teachers are jointly responsible for implementation of the Individualized Education Plan (IEP) and for attending to the educational needs of special education students assigned to the general education teacher's class.

E. Calling IEPC

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

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

F. IEPC Training/Information

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

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

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

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

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

## ARTICLE 6

### TEACHING CONDITIONS

- A. All teachers concerned shall be consulted before students are added or transferred from previously assigned classes following the first marking period of the year.
- B. The Board recognizes that appropriate instructional supplies such as but not limited to: texts, library references, maps, gloves, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests, and similar materials are tools of the teaching profession. The Board agrees to provide a preliminary budget amount for each elementary teacher or high school department for the purchasing of these items. This preliminary budget amount will be provided to staff members not later than May so they may order supplies for the following year. All items purchased under the budget will be with administration approval.
- C. The Board shall make available adequate lunchroom, restroom, lavatory facilities and off-street parking for the teachers' use and one room shall be used as a faculty lounge wherever and whenever available space can be found.
- D. A teacher contractual day shall be no longer than seven (7) hours twenty (20) minutes, of which only five (5) hours thirty (30) minutes will be used for teacher student contact teaching time. The following definitions will be used in discussing teaching hours:

Contractual Work Day shall be the required time spent on the job which presently is defined as seven (7) hours twenty (20) minutes.

Teacher student contact teaching time shall be that time of day the teacher is required to teach. If required to monitor student passing of classes the length of time spent on this task shall count toward teacher student contact teaching time.

Duty free time shall be defined as the lunch period.

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



1. A teacher will be at his teaching station ten (10) minutes before the first class hour. When conferences are scheduled with parents and other persons interested in the welfare of the child, teachers shall remain until the conference has been completed. All parties involved in a conference shall be notified prior to the conference being scheduled for the purpose of ensuring that attendance by all parties is possible.
  2. The normal weekly teaching load at the junior and senior high will be thirty (30) teaching periods and five (5) unassigned periods for preparation. Assignment to a supervised study hall shall be considered a teaching period for the purpose of this agreement. All teachers' (elementary and secondary) total planning time shall be equal to the extent possible. In case of an emergency, any teacher may forego his planning period to substitute for a teacher who is absent. If the administration is unable to obtain a volunteer to substitute for an absent teacher during his/her planning period, they may assign a teacher to do so on a rotating basis among teachers during each class period. Furthermore, it is understood that volunteers will be sought prior to any such assignment. In this event, reimbursement will be according to that established in the Salary Schedule B.
  3. If action is required to comply with the state requirement regarding clock hours of instructional time, the Board and Association will meet to adjust the above mentioned times in order to comply with the state requirements.
  4. The parties recognize that student-teacher contact time is subject to adjustments so that the District satisfies the minimum requirements of the Revised School Code and State School Aid Act for full receipt of foundation allowances and other appropriations. Furthermore, the parties shall work together to meet the minimum requirements of the State School Aid Act and the Revised School Code to ensure full receipt of foundation allowances and other appropriations. The parties shall attempt to keep the student school year to one hundred eighty (180) days if possible.
  5. A teacher teaching an extra class in lieu of a preparation period shall receive one-seventh (1/7) their contractual salary on a pro rata basis. Such a teaching position shall be posted as a vacancy and filled on a voluntary basis with an individual that is certified and qualified for the position. If no one on staff meets the certification and/or qualifications then the District may seek non bargaining unit members to fill the vacancy.
- E. All teachers shall be entitled to a duty-free lunch period of at least forty (40) minutes.
- F. No departure from these norms shall be made, except in the case of an emergency, or by mutual consent.



- G. All teachers shall be given written notice of their tentative schedules of classes for the forthcoming year no later than the fifteenth day of May preceding that September. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly. In no event shall changes in the teachers' schedule be made later than the fifteenth day of August preceding the commencement of the school year, unless an emergency staffing situation requires the same and the teacher is notified with a written statement of reasons why this was considered necessary. Provided, however, all teachers shall notify the school district of a summer address at which they can be located and, if a certified letter to the teacher is not answered within five (5) days within the Continental U.S., the administrators of the district can make changes in assignments.
- H. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective education program. The Board will continue its efforts to keep classes at an acceptable number as dictated by the availability of space, qualified teachers, the financial conditions of the district, and the best interests of the district's students. When the class size in grades K-5 reaches 28, or in grades 6-12 reaches 30, or in physical education reaches 40, or in high school band reaches 40 the following shall be considered in a meeting between the Administration and the Association: It is understood by the parties that the Administration and the Association will consider options such as, but not limited to: balancing class loads, hiring an aide or not being able to do anything. Should the lack of classroom availability or other special circumstances such as lack of adequate funding make it impossible to meet the class sizes listed above, the Board may, after consultation with the Association exceed the class size limits.
- I. There will be established a specific day for mandatory teacher staff meeting with the administration to be held before or after school. A schedule of such meetings shall be posted in the office and a copy provided to each teacher with the understanding that the Administration reserves the right to cancel meetings. At least three (3) days notice in writing to the Association shall be given in the event of a cancellation or change of date of this meeting, except in emergency situations in which case it will be rescheduled at the earliest possible date.
- J. If at all possible, there will be a rotation of combination room assignments. In addition, specifically in the case of combination room assignments, teachers will not be required to teach consecutive years of multi-graded classroom assignments unless desired. The span of multi-graded rooms will consist of only two consecutive grade levels. When the class size in the multi-graded room K-2 reaches 20 students and 24 in the 3-5 grade span, the parties shall meet and confer.

## ARTICLE 7

### VACANCIES, PROMOTIONS, TRANSFERS

- A. The Association recognizes the fact that when vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. Vacancies during the school year shall be defined as vacancies that occur after August 15th of any year through the end of that regular school year's calendar. The Board agrees to consider district applicants as per paragraph B of this Article and to consider filling a particular vacancy which occurs during the school year to become effective with the start of the next natural break, marking period, semester, or beginning of next school year as determined by the administration after consultation with the teacher selected. If the administration, in its reasonable judgement, so determines, such a vacancy may be filled in a temporary or tentative basis until the end of the normal school year, at which time the position is considered vacant.
- B. The Board will, whenever possible, follow a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or it is anticipated, the administration shall make the position known to the teachers and notify the Board and the Association. In filling vacancies, the Board will consider, but not be bound by the following items: experience, competency, and the qualifications of the applicants; and the length of service in the district and other relevant factors.
- C. A vacancy shall be defined as a teaching position presently unfilled including newly created positions, as well as positions currently filled, but are anticipated to be open in the future for a period ninety days or longer that are non supervisory in nature as a result of approved leaves or announced and accepted retirements/resignations. Vacancies shall be posted during the school term for a period of ten (10) school days.
- D. Although it is understood at times it may be necessary for the administration to place a teacher in a position outside his or her major or minor field, every effort will be made by the administration to place the teachers in their area of certification.
- E. During the summer months (non session days) those persons wanting notification of vacancies shall leave their name, address and phone number where they may be reached with central office by June 1st each year. Those persons shall be mailed notifications as they occur of vacancies. They shall have ten (10) days to respond from the date of mailing up to August 1st. After August 1st the response shall be required in five (5) working days. After August 15th the position(s) shall be considered vacant for that school year as per the terms of paragraph A above.

ARTICLE 8  
ILLNESS, DISABILITY,  
FUNERAL LEAVE AND PROFESSIONAL ADVANCEMENT

- A. At the beginning of each school year, each teacher shall be credited with twelve (12) days of sick leave allowance. The leave days may be taken by a teacher for the following reasons and subject to the following conditions.
1. Personal illness or disability - The teacher may use all or any portion of his leave to recover from his won illness or disability. The teacher should make every attempt to notify the appropriate individual(s) of such impending absence by 7:00 a.m. or earlier via the answering machine at 369-4191.
  2. Medical or Nursing Care - The teacher may take up to three (3) days to make arrangements for medical or nursing care for a member of his immediate family (mother, father, sister, brother, spouse, children of employee or spouse or someone permanently living within the household that is considered to be in the role of one of the above) who are ill or disabled.
  3. Illness in the Immediate Family - The teacher may take any or all of his sick leave to care of his family members who are ill or disabled.
  4. Personal Business - The teacher may use up to two (2) days of his sick leave days as personal business days. Three (3) days notice must be given to the administration in writing prior to using a business day. In case of emergency, such notification shall be made at the earliest possible time. No personal business days or compensation days may be taken the day before or the day after any school vacation periods except in emergency cases agreed on by the administration.
  5. Any person sick or disabled for more than three (3) consecutive days may be required to submit a doctor's statement, at the discretion of the administration, attesting to the illness or disability.
  6. Three (3) days will be set aside as Association Days not to exceed two (2) people in any one (1) day. The Association will either pay for the substitute of a teacher using one of these days or cover (without compensation) that person's classes during planning periods.
  7. Beginning with the 1995-1996 school year new hired teachers to the district will accrue sick leave as follows:
    - On the first work day they shall receive three (3) days sick leave available to them.
    - On the first work day of the month for the balance of the school year the individual shall receive one (1) additional sick day to a maximum of twelve (12) total days allowed per full school year.

-In an emergency or prolonged illness of the staff member a new staff member shall be allowed to use their first six (6) days of sick leave prior to accumulation without the loss of compensation provided they return the "used but not earned days" to the district as they are earned. Repeated illness/emergencies of the staff member during their first year of employment shall not permit them to "owe" the district more than six (6) days at any one time without loss of compensation.

-Teachers hired after the start of the school year shall have the total of twelve (12) days prorated for their portion of the school year worked based on the above process: Three (3) days initially and one (1) day per month thereafter for the school year.

- B. At the beginning of each semester, the Board will furnish each teacher with a written statement setting forth the teacher's total sick leave credit. Chargeable sick leave shall be in 15 minute increments with any time beyond the 15 minute segment rounded to the next 15 minutes.
- C. Teachers may use up to five (5) days of their sick leave for deaths in the immediate family. Additional days may be requested and, if approved by the administration, charged to his sick leave. Additional funerals may be attended on approval and charged to the teacher's sick leave. Teachers shall be allowed up to one (1) of the above five (5) days for non-family funeral attendance.
- D. Each teacher may contribute two (2) days per year sick leave to the common bank by September 30 (or within 30 days from date of hire for new employees) to be administered by the Association. The sick leave bank total number of days available shall be capped at six hundred (600) days. The Administration will be notified of any days transferred into or withdrawn from the bank. The Administration will also notify the Association of the accumulated total of days at the end of each school year by June 30. Sick leave bank days may be used only after a person's personal sick days are exhausted, and then only by persons under a doctor's care. Any misuse of the sick bank will result in the person reimbursing the school financially via payroll deduction or small claims court at the choice of the District.
- E. A teacher who is unable to teach because of personal illness or disability and who has exhausted all their accumulated sick leave available shall be granted a leave of absence without pay for the duration of the illness or disabilities of up to one (1) year. The leave may be extended by the Board upon written request of the teacher.
- F. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, and the Board shall pay to such teacher the difference between his salary and the benefits received under the Michigan Workman's Compensation Act, for a maximum of one year. After one (1) year the difference in payments between worker's compensation and regular pay permitted under this paragraph shall be charged as a prorated amount against the individual's sick leave days. Example: If the difference in



payment amounts represented for five (5) days represents a total of one (1) sickleave day then for every five (5) such days one (1) day would be charged against sick leave. Teachers drawing worker compensation benefits shall not be eligible to draw from the sick leave bank.

- G. A minimum of ten (10) days will be made available to the teaching staff to use as professional days. No teacher may use more than two (2) unless agreed upon by the Association Executive Board and Administration. This time will be used for observation in other classrooms at other schools, and to attend workshops and conferences which will aid the teacher in improving his teaching. The teacher's administrator shall make the decision as to whether the day is allowed. The Board shall also provide a fund to reimburse teachers for reasonable charges incurred, such as registration, meals, and transportation. The Board shall receive an itemized account of these charges and pay that portion it deems reasonable.
- H. A policy shall be followed for times when a principal is not present in school. This policy will determine who is in charge and what procedure to follow in case of an emergency. A substitute will be available to take over the duties of the teacher in charge if they are called out of the building.
- I. A teacher may request non paid leave once every two (2) school years for a maximum of five (5) consecutive school days. No more than two (2) requests shall be granted annually on a first come first served basis. The five (5) consecutive days may be used in conjunction with a school non session period if appropriate substitutes can be secured. The five (5) day unpaid leave will be deducted from the individual's accumulated sick leave total. Board paid insurance benefits will continue during the five (5) days of absence.

## ARTICLE 9

### PUBLIC BUSINESS

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

## ARTICLE 10

### EVALUATION OF TEACHERS

The teacher evaluation system shall comply with the requirements of law as evaluations, individual development plans, and probationary/tenure status is determined for teachers.

- A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. In such evaluations, all monitoring or observations of teachers shall be conducted openly. No electronic device shall be used during the evaluation process without the consent of the teacher.

B. Evaluations shall only be conducted by a building principal, assistant principal, or other qualified administrator as designated by the Board of Education. Each written review of the teacher's job performance shall be based on at least thirty (30) consecutive minutes of classroom observation.

C. A minimum of three (3) weeks of school shall be completed prior to conducting the initial evaluation of a teacher. The performance of all teachers shall be evaluated in writing as follows:

1. Within twenty (20) student session days of initial employment, each probationary bargaining unit member, shall be provided with the Individualized Development Plan (IDP). The IDP shall be discussed with the probationary employee at a conference called by the evaluator for that purpose.

Each probationary bargaining unit member shall be observed at least twice each school year of the probationary period. The first observation shall be completed prior to the completion of fifteen (15) weeks of employment. The second observation shall be completed prior to thirty (30) weeks of employment.

A personal interview will be held to review the job performance within five (5) school days following the observation, except by mutual agreement in writing, the time may be extended to ten (10) days. The evaluator shall review his/her written observation notes with the employee at the interview.

In the event a probationary bargaining unit member is not recommended for continuing employment, due to professional competence, the reasons for non-renewal shall be consistent with the criteria found in the IDP and the evaluation instrument.

2. Tenure teachers shall be evaluated in writing at least once every three (3) years prior to May 1st. The performance evaluation of the tenured teacher must be based upon at least two (2) classroom observations. A personal interview will be held with each tenure teacher within five (5) school days following each classroom observation, except by mutual agreement in writing, the time may be extended to ten (10) school days. If a tenured teacher receives less than a satisfactory performance evaluation, the evaluator shall indicate areas of unacceptable performance and suggest minimum expectations to improve the performance rating to satisfactory. The teacher will be evaluated again no sooner than twenty (20) days, unless the parties mutually agree to less than twenty (20) days, from the personal interview. If a tenured teacher again receives an unacceptable performance evaluation in the same area(s), the evaluator and the teacher develop an IDP to be implemented.

3. The Board and Association realize that a new teacher will need help and orientation to be an effective teacher in the Forest Area Community Schools. The parties agree that providing Mentor Teachers for probationary teachers is an essential practice and further agree to cooperate in providing this assistance. A teacher in their first

three (3) years of teaching will be assigned a Mentor Teacher.

.1 A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code. The Mentor Teacher may be a member of the bargaining unit.

.2 Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor teacher by the Association with the approval of the Administration. The intent of a Mentor assignment will be for three years unless either party requests a change. Mentorships shall be offered on a rotating basis to qualified teachers. The parties agree that should the Association fail to provide the administration with sufficient individuals to serve as a Mentor Teacher the Board, may after ten (10) work days notice to the Association, assign current tenured staff members to serve as Mentors. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.

.3 A Mentor Teacher shall be assigned in accordance with the following:

- A. The Mentor Teacher, if from the bargaining unit, shall be a tenured member of the bargaining unit.
- B. Participation as a mentor teacher shall be voluntary unless the language in .2 needs to be implemented.
- C. The district shall immediately notify the Association of those members requiring a mentor.
- D. The Association shall notify the Administration when a potential Mentor Teacher is matched with a bargaining unit member (Mentee). This assignment should be finalized within thirty (30) days of the commencement of the starting date of the Mentee.
- E. Every effort shall be made to match the Mentor Teachers and Mentees who work in the same building and have the same area of certification.
- F. The Mentee shall only be assigned to one mentor teacher at a time.

G. In the event that the number of mentees outnumber the number of mentors, the district may request that some of the mentors accept more than one mentee, or the parties agree that the district may seek assistance of a mutually agreeable qualified person.

.4 Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or the Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other.

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

.6 As a condition of continued employment, each probationary teacher subject to the professional development requirements of the Revised School Code (or its successor provisions) shall complete those requirements within the time provided by statute. The Board shall attempt to schedule Professional Development within the parameters of the regular work day and year. It is understood by the parties that should it be necessary to schedule such training outside the regular work day or work year that the affected bargaining unit member will be paid at the substitute teacher rate. The Board shall not be obligated to compensate the probationary teacher, other than wages discussed above, for either the time connected with completion of these requirements or for other associated costs such as enrollment, course and/or registration fees.

- D. Two (2) copies of the written evaluation shall be submitted to the teacher, one to be signed and returned to the administration and the other to be retained by the teacher. In the event that the teacher feels that his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the material in question to be placed in his/her file.
- E. No material originating after the original employment will be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material and, in no instance, shall said signature be interpreted to mean agreement with the content of the material. If a teacher would like material removed from his file, he may request a hearing of the Board and Administration to consider and act on the matter.
- F. Each teacher shall have the right upon request to review the contents of his evaluation file. The evaluation file shall be defined as those instruments/documents representing evaluation of the individual's job performance while employed at Forest Area Community Schools. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- G. Any change to the format of the evaluation instrument as Appendix B shall be the subject of written agreement between the Association and Administration.



## ARTICLE 11

### PROFESSIONAL BEHAVIOR

- A. A teacher may have present a representative of his choice from the Association when he is receiving a reprimand for an infraction of rules or delinquency in professional performance. All information forming the basis for the discipline action will be made available in writing to the teacher, upon request of the teacher.
- B. No non-probationary bargaining unit member shall be disciplined without just cause.

## ARTICLE 12

### REDUCTION AND CONSOLIDATION

- A. Seniority - New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
- B. The term seniority as hereinafter used shall be length of continuous service with the Forest Area Community Schools Board of Education. Leaves of absence granted pursuant to this contract shall not constitute interruption in continuous service. Credit given for outside teaching experience in a school district shall not be continuous for the purpose of accumulated seniority, but shall serve to reduce the probationary period in accordance with the provisions in the Tenure Act.
- C. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and shall secondly be determined by years of continuous employment.
- D. Any teacher who is granted tenure shall have seniority from the first date of hire. A teacher shall lose seniority rights if they retire, resign, are discharged, or fail to return from an approved leave of absence within three (3) working days of the scheduled date to return to work without a valid excuse.
- E. The Board of Education shall prepare a seniority list and transmit a copy of the same to the Association on or before the 30th day of September.
- F. Necessary reduction of personnel - The parties hereto realize that education curriculum and staff, to a large degree, depend upon the economic facilities available to the Board of Education as provided by the public and the State of Michigan, and in accordance with this realization understand that, in some instances, it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available, hereby agree as follows:
  - 1. If cuts in the educational program, curriculum, and/or staff are deemed necessary, the Board shall discuss said cuts with the Association prior to enactment of any reductions in the school's operation.

2. It is hereby specifically recognized that it is within the authority of the Board of Education to reduce the educational program and curriculum when economic necessity dictates.
3. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be followed:
  - a. Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified to perform the services of the probationary teacher.
  - b. In the event tenure teachers must be laid off, lay-off will be on the basis of seniority within certification. It is expressly understood that the Association shall have the right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon.
- G. Recall - Seniority teachers shall be recalled in the inverse order of layoff for a comparable position opening for which they are certified and qualified.
- H. If the district becomes consolidated or annexed, the Board of Education will use every effort to retain the staff.

#### ARTICLE 13

##### SCHOOL CALENDAR

- A. For the term of this agreement, the school calendar shall be set forth in Schedule C. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.
- B. Two parent teacher conferences will be held each year. The conferences will begin one hour after the students are dismissed from school and end at 9:00 with a sixty minute dinner break; the following day will end at lunch period, with the teachers leaving fifteen minutes after the students.

#### ARTICLE 14

##### PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this agreement are set forth in Schedule A, which is attached to and incorporated in this agreement. Such salary schedule will remain in effect during the term of this Agreement. This agreement shall be for the days specified in the calendar(s) attached as Schedule C of this agreement.
- B. Teachers shall have the option of receiving their salaries in any one of the following ways:

1. Every other Friday for a total of twenty-six (26) pays.
2. Every other Friday for a total of twenty-one (21) pays.
3. In some years, the calendar may call for 27 and 22 pays.
4. A teacher may request in writing by May 15, to the principal, that he receive all of his remaining salary by the second pay in June, or following the June State Aid payment, providing the teacher's obligations to the district have been completed.

## ARTICLE 15

### EMERGENCY ABSENCES

- A. If an emergency situation causes any teacher to be unable to meet or delayed from his regular reporting time, it is the teacher's responsibility to notify the school as soon as possible.

Notification shall be to (616) 369-4191 as early as the emergency is known to the teacher, with the minimum information of where/what lesson plans are; when anticipated arrival at work, and any known special activities that are scheduled.

- B. During an emergency absence, the teacher's obligations shall be fulfilled by other certified staff within the school or substitute personnel.
- C. The salary of said teacher shall not be affected during an emergency absence. Compensation for substituting under these conditions shall be covered under Salary Schedule B.
- D. (1) Each day of absence due to emergencies, which extends beyond the permissible limits defined in the State School Aid Act, shall be made up at no additional instructional salary cost to the district.

(2) Conference and other early release days as defined in the calendar, influenced by weather emergencies, or other unforeseeable problems, will be rescheduled at the discretion of the administration. The administration will meet and confer with the Association in such instances.

(3) In no case shall the administration be obliged to reduce the total teacher-student contact time as prescribed by the calendar, except in its judgement, by (1) above.

## ARTICLE 16

### STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Administration will give all reasonable support and assistance to teachers with respect to maintenance of control and discipline in the classroom and throughout the school, in accordance with the discipline code as established by the Board and the teachers.

- B. Teachers will give all reasonable support and assistance to the Administration with respect to the maintenance of control and discipline in the classroom and throughout the school. The Board further recognizes that the teachers may not fairly be expected to assume the role of custodian for emotionally distraught students or to be charged with responsibility for psychotherapy.
- C. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or disruptive effect of the violation make the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing. The student shall not return to class prior to consultation with the teacher and principal or designee. The parties recognize that students under behavior plans or IEPC's may need to be temporarily removed from class to stay within State and Federal law regulations.
- D. Individual records will be maintained on student discipline and will be made available to teachers who have legitimate educational interests of the students in question to comply with relevant terms of the Family Rights and Privacy Act, 20 USC 1232 g. These records, if appropriately used, may be used as an aid for determining disciplinary recommendations concerning particular pupils. If necessary, a recommended procedure will be agreed upon by the teacher and the principal.
- E. No disciplinary action shall be taken upon the complaint of a parent of a student directed toward a teacher, nor shall any notation thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned and a conference with the affected parties has been held.

## ARTICLE 17

### GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in the Article.
  - 1. The placing of a non-tenure teacher on a third year probation.
  - 2. The termination of services or failure to re-employ any teacher to a position of the extra-curricular schedule. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion) unless the Tenure Act is modified to delete a de novo hearing.



- B. The Association shall designate one representative per building to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean days in which is in session.
- D. Written grievances as required herein shall be filed on a form as agreed upon for format:
1. It shall be signed by the grievant or grievants;
  2. It shall be specific;
  3. It shall contain a synopsis of the facts giving rise to the alleged violation;
  4. It shall cite the section or subsections of this contract alleged to have been violated;
  5. It shall contain the date of the alleged violation;
  6. It shall specify the relief requested.

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

- E. Level One - A teacher believing teachers wronged by an alleged violation of the express provisions of this contract shall, within five (5) days of its alleged occurrence, orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representatives at the option of the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association President, the building principal in which the grievance arose, and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent within ten (10) days.

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

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

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

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitrator Association in accordance with its rules, except that each party shall have the right to pre-emptorily strike not more than three from the list of arbitrators.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging acts, grounds, and defenses which shall be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations.
  - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
  - b. He shall have no power to establish salary scales or to change any salary.
  - c. He shall have no power to change any practice, policy or rule of the Board nor substitute his

judgement for that of the Board as to the reasonableness of any such practice, policy, rule or any other action taken by the Board.

- d. He shall have no power to decide any questions which, under this agreement, is within the responsibility of the management to decide. In rendering decisions an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.
- e. He shall have no power to interpret state or federal law.
- f. He shall not hear any grievance previously barred from the scope of the grievance procedure.
- 5. After a case on which the arbitrator is empowered to rule, hereinafter has been referred to him, it may not be withdrawn by either party except by mutual consent.
- 6. If either party disputes arbitrability of any grievance under the terms of this agreement, the arbitrator shall be empowered to rule on said question.
- 7. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent, and then only if they are of similar nature.
- 8. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expenses of witnesses.
- F. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
- G. The Association shall have no right to initiate an individual grievance involving the right of a teacher without the teacher's expressed approval in writing thereon.
- H. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.
- I. Where no wage loss has been caused by the action of the Board the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

- J. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be made earlier than thirty (30) days prior to the date on which the grievance is filed.

## ARTICLE 18

### CURRICULUM REVIEW

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

## ARTICLE 19

### NEGOTIATION PROCEDURES

- A. Neither party in any negotiation shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- B. There shall be three signed copies of any final agreement. One copy shall be retained by the Board, one by the Association, and one by the Administration. Each teacher will be furnished a copy of the master agreement.



ARTICLE 20

UNPAID LEAVES OF ABSENCE

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

- A. A leave of absence of up to two (2) years may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries, foreign or military teaching programs, Peace Corps, Teacher Corps, or Job Corps as a full time participant in such program, or cultural travel or work program related to his professional responsibilities, provided the said teacher states in writing his intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period if financially possible.
- B. A leave of absence of up to two (2) years may be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period if financially possible.
- C. A military leave of absence may be granted to any teacher who shall enlist or be inducted for military duty to the extent required by law in any branch of the armed services of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period if financially possible.
- D. A leave of absence of up to one (1) year shall be granted to any bargaining unit member for the purpose of child care. Said leave shall commence upon the request of the bargaining unit member. It is further provided that:
  - (a) At least thirty (30) days prior to the beginning of the leave the teacher may apply to the Board.
  - (b) A pregnant bargaining unit member may commence said child care leave prior to, or subsequent to the birth of her child at her option.

(c) The provisions of this leave shall not exempt a teacher from the provisions of the layoff procedure contained in this contract.

(d) This leave shall not conflict with the Family and Medical Leave Act.

(e) The Board reserves the right to adjust the beginning and ending date to correspond with the beginning and ending date of a school year, semester or marking period except the dates shall not be in conflict with the doctor's statement of health not the Family and Medical Leave Act.

(f) The bargaining unit member may terminate the leave with ten (10) work days notice after the birth of her child in the event of the death of the child and provided that she is physically able to perform her normal work assignment.

(g) Such child care leave shall be available to the bargaining unit member upon termination of her disability benefits, at the option of the bargaining unit member for a maximum of one (1) aggregate year.

(h) Said leave shall not constitute accrued seniority or salary step.

F. A leave of absence may be granted for one (1) school year for any purpose. Said leave will not constitute accrued seniority or salary step.

G. FAMILY MEDICAL LEAVE:

An employee that has worked for the district for a period covering at least twelve (12) months and who has worked at least twelve hundred fifty (1250) hours during the twelve (12) month period before the leave is to start shall be granted up to twelve (12) workweeks of unpaid leave (provided it has been at least twelve (12) months since the last such leave) that are not intermittent, unless agreed upon by the employer, for one of the following reasons:

1. The birth or care of a child.
2. The placement of an adopted or foster care child in the home.
3. The care of a spouse, child or parent if such individual has a serious health condition.
4. A serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or requires continuing treatment by a health care provider (M.D. or D.O.).

Medical certification(s) may be required by the Board to support the need for leave due to a serious health condition.

An employee requesting an approved leave of absence outlined in paragraph (G) above may be required to use all accrued sick leave and/or personal leave before going on family medical leave. For purposes of the Family Medical Leave Act, accumulated sick leave that is available to the teacher may be substituted by the teacher, under this Article, for any unpaid leave due to personal illness or disability of the teacher. In the cases where the district has employed both the husband and

the wife, the total amount of family leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either spouse.

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

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

Should the employee elect not to return to work at the end of an approved leave outlined in (G) above for reasons other than the continuation, recurrence, or onset of the health condition that gave rise to the leave or for circumstances beyond the control of the employee, the District may seek reimbursement for the health premiums paid by the District during the leave period.

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

## ARTICLE 21

### MISCELLANEOUS PROVISIONS

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.
- B. Copies of this agreement shall be presented to all teachers by the Board.
- C. Continuity of Operations: The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program.
- D. GRADUATE CREDIT REIMBURSEMENT  
The Board will pay \$75.00 per hour for classes taken after eighteen (18) hours beyond the B.A. or continuing certificate, whichever comes first. These classes must be approved in advance by the Superintendent and must apply to the teacher's present or anticipated future teaching/administrative assignment. Teachers must receive a minimum grade of "B" to receive reimbursement. The maximum Board contribution (total staff pool) shall be \$3,500.00 per year. All requests for reimbursement of tuition, with proof of successful passing of the class, shall be made in writing to the Superintendent and be submitted not later than one week (5 working days) prior to

the final pay date in June. A tally will be provided, on request, of the total credit hours currently approved for the fiscal year. The payment shall be made to all qualifying requests with the last regular pay of the fiscal year in June. If requests exceed the \$3,500 amount allotted by contract the total amount shall be prorated on a credit hour basis by dividing the total hours of credit payment requested into the \$3,500 and paying that amount per credit hour to all approved requests. A six (6) semester hour limit per applicant will exist.

Any unused graduate credit subsidy mentioned above will be used on a prorata basis to help defray tuition costs of teachers who have less than eighteen (18) semester hours of graduate credit. Teachers must receive a minimum grade of "B" to receive reimbursement. All requests for reimbursement of tuition, with proof of successful passing of class, shall be made in writing to the Superintendent and be submitted not later than one week (5 working days) prior to the final pay date in June. The \$75.00 per semester hour limit will apply for these semester hours. A six (6) semester hour limit per applicant will exist.

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

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

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

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

<u>COMBINED SICK/PERSONAL LEAVE DAYS TAKEN</u>	<u>ATTENDANCE INCENTIVE \$ AMOUNT</u>
0	\$125
1	80
2	60
3	30

These awards will be given in July.

3. The payment of an attendance incentive stipend will not affect the accumulation of sick leave days.

4. Persons requested to attend full day workshops, in-services or conferences on days other than that normally within the contractual work year will be compensated at the substitute teacher rate. Less than full day (6 hours) will be prorated.



- F. The Board will pay a lump sum to any teacher who retires under the Michigan Public Schools Employees Retirement System according to the following formula:
1. 10 years of service to the Forest Area Schools equals 25% of unused sick leave days at current daily rate of pay.
  2. 15 years of service to the Forest Area Schools equals 33% of unused sick leave days at current daily rate of pay.
  3. 20 or more years of service to the Forest Area Schools equals 50% of unused sick leave days at current daily rate of pay.

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

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

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

- H. 1. Nothing in this Article shall require the Board to keep schools open in the event of severe and inclement weather or when otherwise prevented by an Act of God. When schools are closed to students, due to the above conditions, teachers are not required to report to work and shall be notified. Should school closings, due to the above conditions, require days to be made up they shall be added to the end of the scheduled calendar year with the exception of the provision for the one day mid-winter break day make-up as noted on the calendar. Teachers shall suffer no loss of pay for the above days provided they are in attendance for any required make-up days. Days required to be made up for student attendance count purposes shall be without additional compensation.
2. When the scheduled daily opening of school is delayed for any reason teachers shall be notified and shall not be required to report for work until their normal beginning period prior to the resumption of scheduled classes. Inservice time for delay days may be made up during mutually agreed dates for inservice. The subject and duration for such inservice session dates shall be mutually agreed upon by the Association Executive Council and the Administration. Teachers shall receive no loss of compensation for said delays provided they attend inservice, if scheduled.

3. When the daily schedule for students is interrupted for any Act of God event and the regular schedule for the day is shortened, teachers shall not be required to stay more than ten (10) minutes beyond the dismissal and departure of the students. Inservice time for early release days may be made up during mutually agreed dates for inservice. The subject and duration for such inservice sessions dates shall be mutually agreed upon by the Association Executive Council and the Administration. Teachers shall receive no loss of compensation for said early release days provided they attend inservice, if scheduled.

**ARTICLE 22**  
**INSURANCE COVERAGE**

The Board will provide to the teacher, based on their percent of full time employment (7/7th being full time) a 12 month premium for full family medical insurance. This will be the MESSA Super Care I, underwritten by Blue Cross/Blue Shield.

Insurance adjustments will be made in each year of this Agreement as part of the Schedule A wage/formula adjustment process.

The individual member shall have the to option to participate in the Cafeteria Plan 125.

**Plan A for employees selecting health insurance:**

Health	Super Care I (includes \$5,000 with AD & D)
Negotiated Life	\$20,000 with AD & D
Vision	VSP-3
Dental	60/60/60:\$1,000 (\$1,000 max Class I & II with sealants)
LTD.....	66 2/3% with 90 Calendar days mod fill
.....	\$3,000 Maximum
.....	Alcohol & Drug Abuse Care - 2 yr limit
.....	Mental/Nervous-same as any other illness
.....	PreExisting Condition Waiver - Yes
.....	Freeze on Offsets - Yes

**Plan B for employees not selecting health insurance:**

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

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

**Plan C employees not selecting health and having dental coverage:**

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

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

Plan D employees not selecting health and having dental & vision:

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

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

It is understood that regularly employed part-time teachers shall be eligible for prorata (i.e. a teacher teaching three classes per day receives 3/7ths depending on class schedule) amount of all benefits in relation to their part time duties. While the fringe benefits of health care, dental, vision, life, and LTD insurance plans shall be the same plans as provided for full time employees, employees working less than full time will not be included in the MESSA PAK due to an adverse payroll deduction situation caused by the composite rating of the MESSA PAK. The plans will continue to be separately rated as currently done for equity in payroll deduction to the employee.

ARTICLE 23  
PART TIME TEACHERS

- A. Teachers approved for part time assignment shall receive salary and benefits, pro-rated for their share of full time responsibility.
- B. Teachers participating in part time assignments shall receive full seniority credit and full advancement on the salary schedule for each year of part time service.
- C. Part time assignments shall be made on a year-to-year basis. A part time teacher who has been employed by the district on a full time basis, shall be assured of the opportunity to return to a full time assignment, if and when a vacancy occurs for which he/she is certified and qualified. Such requests for return to full time employment for the following school year must be made, in writing, by May 1st.
- D. Participants in part time assignments are expected to attend regular staff meetings, curriculum meetings, parent conferences, and in-service programs.
- E. Teachers requesting part time assignments should understand that approving such request may involve assignment to a different building.
- F. Teachers requesting part time assignment should be aware that part time assignments results in only partial credit toward teacher retirement benefits; and, further, calculation of retirement benefits may similarly be affected.

ARTICLE 24

SITE BASED DECISION MAKING/SCHOOL IMPROVEMENT

- A. APPLICATION THEREOF. The provisions contained in this section shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA.
- B. PHILOSOPHY. The Board and Association agree that employee participation in decision making on selected issues through site-based decision making procedures is a goal which can provide positive results for the educational program of Forest Area Community Schools. Site-based decision making is a process for involving employees in the decision making process. The provisions of this article are agreed to for the purpose of establishing the expressed conditions which shall govern the site-based decision making plan in the Forest Area Community Schools.
- C. SIP CONDITIONS. General conditions applicable to a site-based decision making plan are as follows:
1. Plans, recommendations or subsequent action created by adoption of the same shall not violate the Master Contract, State or Federal Law. The parties agree that the following shall not be issues within the purveyance of the process or the Committee:
    - a.) Matters pertaining to wage.
    - b.) Matters pertaining to fringe benefits.
    - c.) Employee performance or evaluation.
    - d.) Matters pertaining to grievance(s).
    - e.) Employee discipline.
  2. The following issues will be considered within the scope of authority of the Advisory Committee and any sub-committee formed by the Committee:
    - a.) Safe and orderly environment of the school.
    - b.) Development and maintenance of a climate of high expectations for all persons in the school setting.
    - c.) Development of mission statements and/or goals and objectives that are in harmony with the mission statement of the Forest Area Board of Education.
    - d.) Instructional Leadership.
    - e.) Opportunities to learn, student time on task.
    - f.) Home - School relationships and communications.
    - g.) Monitoring and reporting of student and educational program progress.
- D. COMMITTEE PARTICIPATION - COMPENSATION.
1. Participation in the SIP process shall be voluntary when said meeting time is beyond the time of the regular duty day or regularly scheduled staff meetings.
  2. Teachers working on school improvement processes outside the normal contractual duty day/calendar shall be compensated at the substitute daily rate based on a minimum of six (6) hours work as a full day of work.



ARTICLE 25  
DURATION OF AGREEMENT

This agreement shall be effective as of September 1, 1996 and shall continue in full force and effect until 11:59 p.m. August 31, 1999.

FOREST AREA COMMUNITY SCHOOLS  
BOARD OF EDUCATION

FOREST AREA EDUCATION ASSOCIATION

By Charles J. Sieting  
President

By Mel R. [Signature]  
Co-President

By [Signature]  
Secretary

By [Signature]  
Co-President

By [Signature]  
Superintendent

By Margaret Custer  
Secretary

FOREST AREA COMMUNITY SCHOOLS

SCHEDULE A

1996-97 SALARY SCHEDULE

STEP	BA	BA+18	MA	MA+15
1	24666	25534	27049	27924
2	25713	26578	28109	28983
3	26894	27761	29303	30182
4	28078	28944	30501	31379
5	29259	30126	31699	32577
6	30443	31308	32896	33775
7	31625	32491	34094	34972
8	32808	33675	35291	36167
9	33993	34857	36489	37366
10	35176	36041	37686	38564
11	36355	37223	38883	39761
12	37837	38704	40455	41331
16	40058	41426	42837	43715
21	40058	42472	44407	45807



FOREST AREA COMMUNITY SCHOOLS

SCHEDULE A

1997-98 SALARY SCHEDULE

STEP	BA	BA+18	MA	MA+15
1	25159	26045	27860	28762
2	26227	27110	28952	29852
3	27432	28316	30182	31087
4	28640	29523	31416	32320
5	29844	30729	32650	33554
6	31052	31934	33883	34788
7	32258	33141	35117	36021
8	33464	34349	36350	37252
9	34673	35554	37584	38487
10	35880	36762	38817	39721
11	37082	37967	40049	40954
12	38594	39478	41669	42571
16	40859	42669	44122	45026
21	40859	43746	45739	47181

FOREST AREA COMMUNITY SCHOOLS

SCHEDULE A

1998-99 SALARY SCHEDULE

STEP	BA	BA+18	MA	MA+15
1	25662	26566	28626	29553
2	26752	27652	29748	30673
3	27981	28882	31012	31942
4	29213	30113	32280	33209
5	30441	31344	33548	34477
6	31673	32573	34815	35745
7	32903	33804	36083	37012
8	34133	35036	37350	38276
9	35366	36265	38618	39545
10	36598	37497	39884	40813
11	37824	38726	41150	42080
12	39366	40268	42815	43742
16	41676	43842	45335	46264
21	41676	44949	46997	48478



SCHEDULE B

EXTRA DUTY PAY SCHEDULE - BASED ON POINT SYSTEM

1996-99 \$30.00 PER POINT

	<u>Points</u>
Varsity Basketball.....	84
Soccer.....	80
Varsity Volleyball.....	80
JV Basketball.....	60
Band Director.....	54
HS Cheerleader Advisor.....	48
Yearbook.....	48
Varsity Baseball.....	48
Varsity Softball.....	48
JV Volleyball.....	48
Freshman Basketball.....	40
Varsity Track.....	40
JV Baseball.....	32
JV Softball.....	32
Assistant Coach-Varsity Sports (Authorized).....	32
Head Teacher Elementary.....	27
Senior Class Advisor.....	24
Seventh-Eighth Grade Cheerleader Advisor.....	24
Head Teacher.....	24
7 & 8th Grade Interscholastic Athletics (minimum 6 week season required).....	24
Mentor Teacher.....	17
Newspaper.....	16
Junior Class Advisor.....	16
JV Cheerleading Advisor.....	15
Play Director - High School.....	10
Authorized Academic Clubs-High School.....	10
Authorized Academic Clubs-MS & Elem.....	8
K-6 Intramural Sports (min 6 wks-2 nights/wk).....	8
Sophomore Class Advisor.....	8
Safety Patrol.....	8
Freshman Class Advisor.....	6
Student Council Advisor High School.....	4
Student Council Advisor Middle School.....	4
Authorized Non-Academic Clubs.....	4*
Elementary Student Council Advisor.....	4

\*Authorized clubs must have prior Board of Education approval

Secondary Administrative Subbing.....\$25.00/Day  
Working at Varsity/Jr. Varsity Athletic Events..\$10.50/Event  
Working at 7th & 8th Grade Athletic Events.....\$ 7.00/Event  
K-8 grade seasons will require a minimum of six events/games  
to qualify for payment.

Experience Factor-The following procedure will be used to improve Schedule B salaries based upon years/seasons of experience with a Schedule B activity. [Number of years/seasons of experience in activity up to a maximum of 8] times [.035] times [number of points for activity]= points to be added to the listed activity points used to compute Schedule B pay (note: the points are to be rounded to the nearest whole number). Beginning with the 1995-1996 school year the experience maximum will be 9.

Substitute teaching during preparation period: \$15.00/period or 1 hour of compensatory (comp) time accumulative to 7 class periods (7 class periods equal 1 day comp time). Elementary teachers will receive proportionate credit/compensation for subbing during their preparation time. Comp time shall be earned at the following rate:

less than 15 minutes.....no comp time earned

15 to 30 minutes.....1/2 period comp time earned

over 30 minutes to 1 period...1 period comp time earned

Three (3) days notice must be given to the administration in writing prior to using a compensatory day. No compensatory days may be taken the day before or the day after any school vacation periods except in emergency cases agreed upon by the administration. A teacher may earn a maximum of two (2) compensatory days per school year and may carry a maximum of one (1) compensatory day over to the next year. Staff requested to attend non contractual days of inservice shall be entitled to compensatory time as outlined above.

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

SCHEDULE C

1996-97 SCHOOL CALENDAR

AUG	26	TEACHER WORK DAY (FULL DAY)
AUG	27	SCHOOL BEGINS 1/2 DAY STUDENTS-FULL DAY STAFF
AUG	30-SEP 2	LABOR DAY RECESS
SEP	3-30	SCHOOL SESSION DAYS
OCT	1-31	SCHOOL SESSION DAYS
NOV	18	INSERVICE DAY NO STUDENTS-FULL DAY STAFF
NOV	1-27	SCHOOL SESSION DAYS
NOV	1	END OF FIRST MARKING PERIOD
NOV	7-8	PARENT-TEACHER CONFERENCE 1/2 DAY STUDENTS
NOV	28-29	THANKSGIVING RECESS
DEC	2-20	SCHOOL SESSION DAYS
DEC	20 NOON -	JAN 5 CHRISTMAS RECESS
JAN	6-31	SCHOOL SESSION DAYS
JAN	16-17	EARLY RELEASE STUDENTS-FULL DAY STAFF
JAN	17	END OF FIRST SEMESTER
FEB	3-28	SCHOOL SESSION DAYS
FEB	17	MID WINTER RECESS (IF AVAILABLE)
MAR	3-27	SCHOOL SESSION DAYS
MAR	21	END OF MARKING PERIOD
MAR	27 NOON -	APR 6 SPRING BREAK
APR	7-30	SCHOOL SESSION DAYS
APR	10-11	PARENT-TEACHER CONFERENCE 1/2 HALF DAY STUDENTS
APR	25	EARLY RELEASE STUDENTS - FULL DAY STAFF
MAY	1-30	SCHOOL SESSION DAYS
MAY	26	MEMORIAL DAY RECESS
JUN	2-5	SCHOOL SESSION DAYS
JUN	4-5	1/2 DAY SESSION DAYS

COMMENCEMENT WILL BE JUNE 8, 1997

SECONDARY EARLY RELEASE DAYS WILL BE AT 12:10 P.M.

ELEMENTARY EARLY RELEASE DAYS WILL BE AT 11:55 A.M.

FEBRUARY 17 WILL BE MID-WINTER BREAK IF THERE HAVE BEEN LESS THAN THREE SNOW DAYS PRIOR TO JANUARY 31.

The understanding of the calendar is as follows:

The teaching staff shall report for work as scheduled on August 26, 1996 for a full day of work without students being in session.

The student session days shall begin the day following the teacher initial report day and the students shall be in session for 1/2 day The day prior to the Winter Break period in December and the Spring Break period in March shall be half days for both students and staff.

The intent of the above is to have 180 student session days and 181 teacher work days. Minimum hours of instruction shall be 990 hours.

SCHEDULE C

1997-98 SCHOOL CALENDAR

AUG	25	TEACHER WORK DAY (FULL DAY)
AUG	26	SCHOOL BEGINS 1/2 DAY STUDENTS-FULL DAY STAFF
AUG 29-SEP	1	LABOR DAY RECESS
SEP	2-30	SCHOOL SESSION DAYS
OCT	1-31	SCHOOL SESSION DAYS
OCT	20	INSERVICE DAY NO STUDENTS-FULL DAY STAFF
OCT	31	END OF FIRST MARKING PERIOD
NOV	3-26	SCHOOL SESSION DAYS
NOV	6-7	PARENT-TEACHER CONFERENCE 1/2 DAY STUDENTS
NOV	27-28	THANKSGIVING RECESS
DEC	2-19	SCHOOL SESSION DAYS
DEC 19	NOON - JAN 5	CHRISTMAS RECESS
JAN	5-30	SCHOOL SESSION DAYS
JAN	15-16	EARLY RELEASE STUDENTS-FULL DAY STAFF
JAN	16	END OF FIRST SEMESTER
FEB	2-27	SCHOOL SESSION DAYS
FEB	16	MID WINTER RECESS (IF AVAILABLE)
MAR	2-27	SCHOOL SESSION DAYS
MAR	20	END OF MARKING PERIOD
MAR 26	NOON - APR 5	SPRING BREAK
APR	6-30	SCHOOL SESSION DAYS
APR	9-10	PARENT-TEACHER CONFERENCE 1/2 HALF DAY STUDENTS
APR	24	EARLY RELEASE STUDENTS - FULL DAY STAFF
MAY	1-29	SCHOOL SESSION DAYS
MAY	25	MEMORIAL DAY RECESS
JUN	1-4	SCHOOL SESSION DAYS
JUN	3-4	1/2 DAY SESSION DAYS

COMMENCEMENT WILL BE JUNE 7, 1998

SECONDARY EARLY RELEASE DAYS WILL BE AT 12:10 P.M.

ELEMENTARY EARLY RELEASE DAYS WILL BE AT 11:55 A.M.

FEBRUARY 16 WILL BE MID-WINTER BREAK IF THERE HAVE BEEN LESS THAN THREE SNOW DAYS PRIOR TO JANUARY 31.

The understanding of the calendar is as follows:

The teaching staff shall report for work as scheduled on August 25, 1997 for a full day of work without students being in session.

The student session days shall begin the day following the teacher initial report day and the students shall be in session for 1/2 day. The day prior to the Winter Break period in December and the Spring Break period in March shall be half days for both students and staff.

The intent of the above is to have 180 student session days and 181 teacher work days. Minimum hours of instruction shall be 1041 hours.



APPENDIX A

SALARY EXPLANATION 1996-1997

Calculation of wages for 1996-97 shall be as follows:

- Step one - Establish a 1996-1997 wage scale which reflects a 2% enhanced increase over the 95-96 Retro Schedule A with an enhancement on Step 16 and 21 BA+ as indicated. The MA and MA+ schedules shall have an enhancement on all steps as indicated beyond the overall 2% schedule improvement.
- Step two - Pay is determined during the period of July 1, 1996 through June 30, 1997 for instructional services on the newly created scale reflected in Step One.
- Step three - By the last pay period in October 1997 a determination will be made as to the actual amount of money received as a foundation allowance for the 1996-1997 school year. At the time the determination is made a retroactive amount shall be paid to employees of the 1996-1997 school year. Retroactivity shall be prorated and based on the number of paid days of employment for 1996-1997 school year. Retroactivity, if any, shall be paid to employees by the last pay in October 1997.

Any person not on staff for the 1997-98 school year but was on staff in the 1996-1997 school year and has retired through the Michigan Public School Employees Retirement System shall have their salary reflected as wages earned. Forest Area schools shall file the appropriate paperwork with MPSERS to retroactively amend the final year's compensation amount.

1996-97 Draft Figures Based on Best Estimates

1996-1997 Proposed Schedule A with enhancements will be implemented at the beginning of the 1996-1997 school year.

February 96 pupil count 804  
October 96 pupil count estimate 820  
1624/2 = 812

Blended Estimate = 812 pupils

State Aid Foundation Increase per pupil is \$155.00 which is doubled until we reach the State Base amount for foundation allowance.

(812 pupils) (\$310.00/pupil) = \$251,720 new monies in foundation allowance

\$251,720  
- 47,000 Fund Balance Enhancement  
\$204,720  
- 66,215 2% w/enhancements(See Schd A) plus steps over 95/96 Retro  
\$138,505  
- 24,666 Estimate of wage for new Art position w/out FICA or MPSERS  
\$113,839  
- 23,129

Estimate of Insurance Increase for 96-97 staff with no further census changes. This amount is intended to be any amount above 5% of the new monies which is the Board contribution. It is possible that this amount is actually an addition if insurance costs are less than 5% of new monies as calculated above.

\$90,710 Balance available to be spread 47% Teachers, 53% Board  
X .47  
\$42,634

The estimated amount of \$42,634 will be spread to the staff in a proportionate manner as specified in the 1996-97 Schedule A. The final 1996-97 Schedule A shall not be less than 2% (See 2% Schedule A) with the previously specified enhancements nor more than 3% (See 3% Schedule A) with the previously specified enhancements. Any dollar amount due employees shall be paid in a stipend prior to the last pay in October 1997. The final 1996-1997 Schedule A shall be the basis for the 2% Schedule A with enhancements for the 1997-1998 school year.

If staff changes from resignations or other causes unknown at this time occur which result in replacement staff members being hired new to the District this type of replacement staff member shall not be considered a new staff as the example New Art position is now indicated. It shall not be the intent of the District to hire additional staff other than the Art position unless necessary. If further staff additions are necessary, any deductions from the new monies in the foundation allowance shall be for salary and insurance costs as provided in Article 22 only. New staff hires are determined to be those above the 47.653 FTE teachers that existed on May 1, 1996 for the Forest Area Education Association. (Note: The addition of the Art Teacher position makes the planned FTE's for the 96-97 school year to be 48.653)

APPENDIX A

SALARY EXPLANATION 1997-1998

Calculation of wages for 1997-98 shall be as follows:

- Step one - Establish a 1997-1998 wage scale which reflects a 2% enhanced increase over the 96-97 Retro Schedule A with an enhancement on Step 16 and 21 BA+ as indicated. The MA and MA+ schedules shall have an enhancement on all steps as indicated beyond the overall 2% schedule improvement.
- Step two - Pay is determined during the period of July 1, 1997 through June 30, 1998 for instructional services on the newly created scale reflected in Step One.
- Step three - By the last pay period in October 1998 a determination will be made as to the actual amount of money received as a foundation allowance for the 1997-1998 school year. At the time the determination is made a retroactive amount shall be paid to employees of the 1997-1998 school year. Retroactivity shall be prorated and based on the number of paid days of employment for 1997-1998 school year. Retroactivity, if any, shall be paid to employees by the last pay in October 1998.

Any person not on staff for the 1998-99 school year but was on staff in the 1997-1998 school year and has retired through the Michigan Public School Employees Retirement System shall have their salary reflected as wages earned. Forest Area schools shall file the appropriate paperwork with MPSERS to retroactively amend the final year's compensation amount.

1997-98 Draft Figures Based on Prior Year Procedure

1997-1998 Proposed Schedule A with enhancements will be implemented at the beginning of the 1997-1998 school year.

February 97 pupil count            These #'s will be used to determine estimate  
 October 97 pupil count            These #'s will be used to determine estimate

Blended Estimate =            pupils

State Aid Foundation Increase per pupil is \$155.00 (1996-97 preliminary number being used for purposes of example) which is above the base amount until we reach the State Base amount for foundation allowance.

(    pupils) (\$    /pupil) = \$    new monies in foundation allowance

\$-----  
 - 40,000 Fund Balance Enhancement  
 \$-----  
 - ----- 2% w/enhancements (See 97/8 Schd A) + steps over 97/8 Retro  
 \$-----  
 - ----- Estimate of wage for any new position w/out FICA or MPSERS  
 \$-----  
 - ----- Estimate of Insurance Increase for 97-98 staff with no further census changes. This amount is intended to be any amount above 5% of the new monies which is the Board contribution. It is possible that this amount is actually an addition if insurance costs are less than 5% of new monies as calculated above.  
 \$----- Balance available to be spread 47% Teachers, 53% Board  
  X .47  
 \$----- (estimated amount)

The estimated amount will be spread to the staff in a proportionate manner as specified in the 1997-98 Schedule A. The final 1997-98 Schedule A shall not be less than 2% (See 2% Schedule A) with the previously specified enhancements nor more than 3% (See 3% Schedule A) with the previously specified enhancements. Any dollar amount due employees shall be paid in a stipend prior to the last pay in October 1997. The final 1997-1998 Schedule A shall be the basis for the 2% Schedule A with enhancements for the 1998-1999 school year.

If staff changes from resignations or other causes unknown at this time occur which result in replacement staff members being hired new to the District this type of replacement staff member shall not be considered a new staff as the example New Art position is now indicated. It shall not be the intent of the District to hire additional staff unless necessary. If further staff additions are necessary, any deductions from the new monies in the foundation allowance shall be for salary and insurance costs as provided in Article 22 only. New staff hires are determined to be those above the FTE teachers that existed on the last day of the 1996-97 teaching year for the Forest Area Education Association.

Note: The Association and the Board will meet to establish figures for the "1997-98 Draft Figures Based Upon Best Estimates" and a base salary schedule for 1997-98 by September 15, 1997.



APPENDIX A

SALARY EXPLANATION 1998-1999

Calculation of wages for 1998-99 shall be as follows:

- Step one - Establish a 1998-1999 wage scale which reflects a 2% enhanced increase over the 97-98 Retro Schedule A with an enhancement on Step 16 and 21 BA+ as indicated. The MA and MA+ schedules shall have an enhancement on all steps as indicated beyond the overall 2% schedule improvement.
- Step two - Pay is determined during the period of July 1, 1998 through June 30, 1999 for instructional services on the newly created scale reflected in Step One.
- Step three - By the last pay period in October 1999 a determination will be made as to the actual amount of money received as a foundation allowance for the 1998-1999 school year. At the time the determination is made a retroactive amount shall be paid to employees of the 1998-1999 school year. Retroactivity shall be prorated and based on the number of paid days of employment for 1998-1999 school year. Retroactivity, if any, shall be paid to employees by the last pay in October 1999.

Any person not on staff for the 1999-2000 school year but was on staff in the 1998-1999 school year and has retired through the Michigan Public School Employees Retirement System shall have their salary reflected as wages earned. Forest Area schools shall file the appropriate paperwork with MPSERS to retroactively amend the final year's compensation amount.

1998-99 Draft Figures Based on Prior Year Procedure

1998-1999 Proposed Schedule A with enhancements will be implemented at the beginning of the 1998-1999 school year.

February 98 pupil count      These #'s will be used to determine estimate  
October 98 pupil count      These #'s will be used to determine estimate

Blended Estimate =      pupils

State Aid Foundation Increase per pupil is \$155.00 (1996-97 preliminary number being used for purposes of example) which is above the base amount until we reach the State Base amount for foundation allowance.

(      pupils)(\$      /pupil) = \$      new monies in foundation allowance

\$-----

- 30,000 Fund Balance Enhancement

\$-----

- ----- 2% w/enhancements(See 98/9 Schd A) + steps over 97/8 Retro

\$-----

- ----- Estimate of wage for any new position w/out FICA or MPSERS

\$-----

- ----- Estimate of Insurance Increase for 98-99 staff with no further census changes. This amount is intended to be any amount above 5% of the new monies which is the Board contribution. It is possible that this amount is actually an addition if insurance costs are less than 5% of new monies as calculated above.

\$----- Balance available to be spread 47% Teachers, 53% Board

X .47

\$----- (estimated amount)

The estimated amount will be spread to the staff in a proportionate manner as specified in the 1998-99 Schedule A. The final 1998-99 Schedule A shall not be less than 2% (See 2% Schedule A) with the previously specified enhancements nor more than 4% (See 3% Schedule A) with the previously specified enhancements. Any dollar amount due employees shall be paid in a stipend prior to the last pay in October 1998.

If staff changes from resignations or other causes unknown at this time occur which result in replacement staff members being hired new to the District this type of replacement staff member shall not be considered a new staff as the example New Art position is now indicated. It shall not be the intent of the District to hire additional staff unless necessary. If further staff additions are necessary, any deductions from the new monies in the foundation allowance shall be for salary and insurance costs as provided in Article 22 only. New staff hires are determined to be those above the FTE teachers that existed on the last day of the 1997-98 teaching year for the Forest Area Education Association.

Note: The Association and the Board will meet to establish figures for the "1998-99 Draft Figures Based Upon Best Estimates" and a base salary schedule for 1998-99 by September 15, 1998.

FOREST AREA COMMUNITY SCHOOLS  
TEACHER EVALUATION INSTRUMENT

\_\_\_\_\_  
Teacher Name

\_\_\_\_\_  
Date

PHILOSOPHY

The philosophy of teacher evaluation at Forest Area Schools shall be to improve instruction. This philosophy shall encompass the following:

1. To improve teacher performance.
2. To assist in making staff assignments and tenure decisions.
3. To let the individual teacher know exactly what is expected of him or her and the degree to which the evaluator feels the teacher is meeting those expectations.
4. To provide information for the development of inservice programs.
5. To determine if the established curriculum is being implemented.
6. To provide a record of performance for each teacher.
7. To provide for administrative accountability.

PRESENT STATUS:

- \_\_\_\_\_ 1st year probation
- \_\_\_\_\_ 2nd year probation
- \_\_\_\_\_ 3rd year probation
- \_\_\_\_\_ 4th year probation
- \_\_\_\_\_ Tenure

**TEACHING EFFECTIVENESS**

1. Demonstrates a knowledge of subject matter
2. Plans each lesson thoroughly
3. Challenges student's abilities
4. Promotes good work habits
5. Provides appropriate assessment

\_\_\_\_\_ Acceptable Performance

\_\_\_\_\_ Unacceptable Performance

**COMMENTS:**

**RELATIONSHIPS WITH STUDENTS**

1. Promotes an environment of mutual respect
2. Uses appropriate discipline and respects the rights and dignity of students
3. Recognizes the various student developmental stages
4. Is approachable

\_\_\_\_\_ Acceptable Performance

\_\_\_\_\_ Unacceptable Performance

**COMMENTS:**



PERSONAL CHARACTERISTICS

1. Has a positive attitude
2. Sets a good example in the school environment
3. Is well groomed
4. Exercises self-control
5. Receptive to professional development

\_\_\_\_\_ Acceptable Performance

\_\_\_\_\_ Unacceptable Performance

COMMENTS:

MANAGEMENT SKILLS

1. Maintains effective student discipline
2. Keeps proper records
3. Provides a safe learning environment
4. Displays effective communication skills

\_\_\_\_\_ Acceptable Performance

\_\_\_\_\_ Unacceptable Performance

COMMENTS:

RELATIONSHIPS WITH SCHOOL/COMMUNITY

1. Cooperates with others
2. Contributes positively to school/community relationships
3. Involves parents and when feasible community resources in activities
4. Constructively shares any ideas for improvement of education in the district
5. Communicates effectively and appropriately
6. Displays a positive school image

\_\_\_\_ Acceptable Performance

\_\_\_\_ Unacceptable Performance

COMMENTS:

It is expressly understood by the parties that in order to be marked "unacceptable performance" in any of the major areas by an evaluator that the person being evaluated must be rated unacceptable in a majority of the sub areas mentioned.

A formal conference was held on \_\_\_\_\_, with the individual performing the evaluation. I understand that I have seven (7) work days to study and prepare a written response to this evaluation which will become a part of this evaluation. I also understand that my signature below does not necessarily mean that I agree with the evaluation.

Signed comments are (not) attached by \_\_\_\_\_

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

INDIVIDUALIZED DEVELOPMENT PLAN

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

Teacher \_\_\_\_\_

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

Evaluation Status:

1st year probation \_\_\_\_\_ 2nd year probation \_\_\_\_\_

3rd year probation \_\_\_\_\_ 4th year probation \_\_\_\_\_

Tenure \_\_\_\_\_

Date      Nature of IDP Contract      Evaluator's Initials      Teacher's Initials

consulted with the teacher in developing the IDP (date) \_\_\_\_\_

provided the IDP to the teacher (date) \_\_\_\_\_

The major topic areas include:

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

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

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

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

FOREST AREA COMMUNITY SCHOOLS/FOREST AREA EDUCATION ASSOCIATION  
LETTER OF AGREEMENT  
EARLY RETIREMENT INCENTIVE PLAN

This Early Retirement Incentive Plan (hereinafter "ERI" or the "Plan") is entered into by and between the Forest Area Community Schools Board of Education (hereinafter, "Board") and the Forest Area Education Association, Mea/Nea (hereinafter, "Association") in consideration of the mutual covenants and undertakings as recited below:

1. Purpose of the ERI Plan

The purpose of this Plan is to assist eligible members of the Association's bargaining unit who may voluntarily elect resignation and retirement from Forest Area Community Schools. Participation in this Plan is totally voluntary on the part of the eligible employee. The maximum number of participants in the Plan shall be two (2). The Board may, however, at its sole discretion, expand the total number of participants. Participation in the Plan by applicants in excess of two (2) persons shall be subject to Board approval. In all instances participation shall be determined on the basis of seniority, i.e., those with the greatest seniority participate first. This plan shall apply solely and exclusively to individuals represented by the Association bargaining unit.

2. Eligibility

To be eligible to participate in this Plan, a bargaining unit member must satisfy all of the following requirements:

- a. Completion of fifteen (15) years or more as a teacher of full time service with the Board immediately preceding his/her date of retirement at the conclusion of the 1998-1999 school year. Service shall be defined as as any full time capacity as a teacher or administrator with Forest Area Community Schools. Less than full time personnel shall be prorated in the benefit available to them under this Plan based on the status of their employment at the time they file the Application/Retirement Form (Attachment A). Full time shall be considered seven hours and twenty minutes (7:20) of employment or 7/7ths of a contract. If an individual has periods of full and part-time employment with the Board the aggregate of years of service shall not be less than fifteen (15) full time equated years.
- b. The bargaining unit member must be employed with the Board on the last scheduled work day prior to his/her retirement or be on approved leave.
- c. The employee must submit a written and executed Application/Retirement form (Attachment A) and Agreement and Waiver/Release of Claims form (Attachment B) to the Board in accordance with the terms of this Plan.
- d. The employee must submit for approval by the Board, a written resignation letter not later than March 1, 1999 with severance to be effective on the last teacher obligation day of the 1998-1999 school year.

### 3. Open Window Provision

Up to and including March 1, 1999 (but not prior to September 1, 1998), eligible bargaining unit members (as defined in Section 2) may make application for participation in the Plan under the following timelines:

- a. The provision and opportunity to apply to participate in this Plan will be an open window of specific time from September 1, 1998 until 4:00 p.m. on March 1, 1999. The opportunity to apply for participation in this Plan expires at that time.
- b. Eligible employees who wish to apply for the ERI Plan must submit a signed and fully executed ERI Application/Retirement Form (Attachment A) and ERI Plan Agreement Waiver/Release of Claims Form (Attachment B) which are attached hereto and incorporated herein. The completed and signed ERI Plan Application/Retirement and ERI Plan Agreement/Release of Claims Forms must be received at the Superintendent's Office of the School District not later than 4:00 p.m. on March 1, 1999, but not prior to September 1, 1998. Failure to provide the properly completed and executed ERI Plan Application/Retirement Form and/or ERI Plan Agreement/Waiver of Claims will result in ineligibility and rejection of the bargaining unit member's application for participation in the Plan.
- c. This Plan shall have application only in the 1998-1999 school year.

### 4. Retirement Date

- a. Bargaining unit members who elect to retire and resign under this Plan shall at the time of application indicate in writing a date of separation, to be the last teacher obligation day of the 1998-1999 teacher work year.
- b. Once established, the date of separation shall not be altered absent a mutual subsequent agreement between the Board and the employee.

### 5. Benefits and Exclusions

- a. The aggregate benefit paid on behalf of eligible bargaining unit members accepted for participation in the ERI Plan shall be an amount not to exceed Thirty-Thousand dollars (\$30,000) which shall only be used by the Board to purchase not more than four (4) years of generic service credit, on behalf of an eligible bargaining unit member participating in the Plan, pursuant to Section 69f of the Michigan Public School Employees Retirement Act. The intent of the Plan is to provide for the purchase of up to a maximum of four (4) years of credit for bargaining unit members needing years to reach a total of thirty (30) years of MPSERS service credit. Said payment shall be made directly to the MPSERS as a direct "pick-up" contribution on behalf of the ERI Plan participant and shall be regarded as paid by the Board in lieu of direct contributions by the ERI Plan participant so long as the MPSERS will accept payment of direct contribution on a pre-tax basis and also on the condition that the IRS will allow such payment on a pre-tax or non-taxable basis. No participant in this Plan shall have the option of choosing to receive the contributed amount directly. However, if MPSERS will not accept the direct contributions on a direct contribution pre-tax basis, or IRS or MPSERS regulations or interpretations prevent pre-tax contributions as described herein, the amount of the benefit (less tax withholding and FICA) will be distributed to each eligible participant.



Years of service shall be purchased in tenths so as to enable the participant to receive maximum MPSERS benefit [not to exceed a total of thirty (30) MPSERS years of service credit inclusive of all such credit years for the employee as shown on MPSERS records]. Example: At the conclusion of the 1998-1999 school year, the participating employee will have 27.5 years of MPSERS credit. The Board, under this Plan, will make a "pick-up" contribution on the eligible employee's behalf for purchase of 2.5 years, so long as the cost of that purchase to the Board doesn't exceed \$30,000.

Any balance between the total actuarial cost of purchase (as computed and billed by MPSERS) and the \$30,000 maximum benefit payable by the Board on behalf of the eligible employee as a pick-up contribution under this plan shall not constitute an obligation of the District to the participating employee and shall not be remitted to him/her directly or indirectly. If the \$30,000 maximum Board contribution is insufficient to purchase the requisite years of service for the eligible employee, the employee shall have the sole and exclusive responsibility for payment of any deficiency to MPSERS.

The benefit outlined above will be remitted directly by the Board, on behalf of the ERI Plan participant, to the MPSERS not sooner than ten (10) business days after the employee submits his/her resignation as well as executed copies of Attachments A and B.

- b. In the event the Board has made a pick-up contribution to MPSERS under this Plan for a participant and that participant later revokes or attempts to revoke his/her resignation or election to participate in this Plan without the consent of the Board, the actuarial value of the pick-up contribution (as remitted to MPSERS by the Board) shall be remitted within twenty-four (24) hours to the Board by the individual making such revocation. If not so remitted by the individual, the Board shall have the right to recover the same through institution of civil litigation or other means permitted by law. In the event such litigation is instituted pursuant to this paragraph, the employee agrees that a consent judgement against him/her in said amount may be entered by the Board in a court of proper jurisdiction within the State of Michigan. The individual making such a revocation additionally agrees to reimburse the Board for its reasonable attorney fees and court costs associated with the recovery of such amounts.

#### 6. Term of the Plan

This Plan shall be effective September 1, 1998 and shall terminate when all benefits have been paid on behalf of each eligible employee who participated in the Plan.

The opportunity to participate in this Plan is intended by the parties to act as a benefit and one-time opportunity for those employees who elect to participate. The creation of this opportunity or institution of this Plan shall not in any way bind the parties or their successors to incorporate such a feature in either their current or any successor collective bargaining unit agreement or to otherwise perpetuate the conditions outlined herein beyond the above stated expiration date. This Plan shall not be regarded as an obligation or establish working conditions beyond the term specified above.

7. Contractual Issues

This Plan temporarily replaces or supersedes any retirement benefits provided by the Board as outlined in the existing or successor Master Agreement between the Board and the Association. Specifically, this agreement suspends the effectiveness and operation of Article 21, paragraph F (payment for unused sick leave allowance) of the 1996-99 Master Agreement. The temporary modification of this section for the 1998-1999 school year only will allow for the total receivable amount specified in Article 21, paragraph F to be as described:

Board paid "pick-up" contribution	=	Percentage of Article 21 F benefit
Four (4) years credit	=	Fifty (50%)
Three (3) years credit	=	Sixty-three & one-third (63.3%)
Two (2) years credit	=	Seventy-six & two-thirds (76.67%)
One (1) year credit	=	Ninety (90%)

Note: Individuals with less than full credit years purchased by the Board would be prorated in their respective percentage of Article 21 F percentage payments listed above. Example: Board "pick-up" contribution is 3.5 years the percentage of Article 21 F would be 56.65%.

Under no circumstances shall any teacher be entitled to receive both the benefits paid in the ERI Plan and the full payment for unused sick leave allowance benefit specified in Article 21 F. Employees electing benefits under this Plan and entitled to payments for unused sick leave allowance as per Article 21 paragraph F as described above shall have the benefit of sick leave allowance payments made over twenty-four (24) months in two (2) equal installments. The first of these payments shall be remitted to the teacher in the month of January, 2000; the second payment shall be remitted to the teacher in the month of January, 2001.

FOREST AREA SCHOOLS  
BOARD OF EDUCATION

FOREST AREA EDUCATION ASSOC  
MEA/NEA

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

ATTACHMENT A  
 FOREST AREA COMMUNITY SCHOOLS  
 EARLY RETIREMENT INCENTIVE PLAN  
 APPLICATION/RETIREMENT FORM

I, the undersigned employee, hereby apply to participate in the Early Retirement Incentive Plan (hereinafter, "Plan" and request to receive the benefit thereof. I do hereby:

1. Represent that I have examined and read the Early Retirement Incentive Plan Document and that I understand and knowingly accept its conditions and terms.
2. If accepted for participation in the Plan, I will submit my written resignation for the purposes of retirement with a separation date of the final teacher obligation day of the 1998-1999 school year. I further understand that the date of separation is subject to approval by the Board.
3. Agree to execute the Plan Agreement and Waiver/Release of Claims attached hereto and incorporated herein (Attachment B).

I hereby acknowledge and state that I have carefully read and fully understand the terms and conditions of the Plan, including Attachments A and B, and I do hereby request to participate therein and receive the benefit thereof. In consideration and exchange for my participation, I will tender my voluntary, unconditional and irrevocable resignation from employment with the Forest Area Community Schools according to terms and conditions of the Plan. This resignation will be provided by me to the Board at the time of approval of my application to participate in the Plan.

I hereby acknowledge and state I am making this election as an exercise of my own free will and understand that if I were to reject the offer to participate in the Plan, that such rejection would have absolutely no impact or consequences on my current or future employment or status with Forest Area Community Schools.

Dated \_\_\_\_\_ Employee Signature \_\_\_\_\_

Dated \_\_\_\_\_ Accepted by \_\_\_\_\_  
 Title \_\_\_\_\_

Agreed upon effective date of resignation if eligible employee is accepted for Plan participation: \_\_\_\_\_, 199\_\_.

Dated \_\_\_\_\_ Employee Signature \_\_\_\_\_

Dated \_\_\_\_\_ Witnessed by \_\_\_\_\_

STATE OF MICHIGAN        )  
                                  )SS  
COUNTY OF                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, before me personally appeared \_\_\_\_\_ who being duly sworn says, he/she is person(s) described herein and who executed the foregoing instrument for the purpose therein stated and acknowledged the same as his/her free act and deed.

\_\_\_\_\_  
Notary Public  
County, Michigan  
My Commission Expires: \_\_\_\_\_

- By \_\_\_\_\_, Superintendent
- By \_\_\_\_\_, Board President
- By \_\_\_\_\_, Board Secretary
- By \_\_\_\_\_, Association President
- By \_\_\_\_\_, Association Representative

ATTACHMENT B

FOREST AREA COMMUNITY SCHOOLS/FOREST AREA EDUCATION ASSOCIATION  
EARLY RETIREMENT INCENTIVE PLAN  
AGREEMENT AND WAIVER/RELEASE OF CLAIMS

This Early Retirement Incentive Plan (hereinafter, "Plan") Agreement and Waiver/Release of Claims is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, by, between and among \_\_\_\_\_ (hereinafter, "Employee"), the Forest Area Community Schools Board of Education (hereinafter, "Board"), and the Forest Area Education Association, MEA/NEA (hereinafter, "Association") in consideration of the mutual covenants and undertakings as recited below:

1. Employee acknowledges and agrees that he/she has voluntarily elected to participate in the Early Retirement Incentive Plan (the "Plan") and accepts the benefits and conditions of the Plan as described in the applicable Plan document executed between the Board and Association. Further, Employee acknowledges and agrees that he/she has submitted his/her resignation from employment with the Forest Area Community Schools for the purpose of retirement, according to the terms and conditions of the Plan, voluntarily and that such resignation is irrevocable when accepted by the Board subject to paragraph 6 of this document. Further, Employee acknowledges and understands that he/she could have rejected the offer to participate in the Plan and that such rejection would have had absolutely no impact or consequences upon his/her current or future employment or status with the Forest Area Community Schools.
2. The Board acknowledges and agrees that it shall remit the Plan benefit on behalf of the Employee as a pick-up contribution to the Michigan Public Schools Retirement System (MPSERS) according to the terms and conditions of the Plan as described therein. Employee understands and acknowledges that he/she does not have the option to receive the amounts (or any portion thereof) directly contributed by the Board, on behalf of the employee, as a pick-up contribution to MPSERS unless IRS or MPSERS regulations prevent pre-tax contributions to MPSERS on behalf of the employee as described above. In this event the amount of the Plan benefit (less deductions required by law) will be distributed to each Plan participant. Each participant shall be solely responsible for his/her share of all applicable taxes.
3. Employee acknowledges and agrees that in consideration of and in exchange for the Plan benefit, he/she hereby agrees to discharge, waive and release the Board, (including its individual Board members, employees and/or agents) and the Association, (including its individual Board members, employees and/or agents) from any and all claims, charges, demands, grievances, demands and/or causes of action including those for: breach of contract, deprivation of constitutional rights, discrimination with respect to handicap, age, sex, religion, race, national origin, and/or marital status which have arisen under the Federal Civil Rights Acts and/or Age Discrimination in Employment Act and/or the Michigan Elliott-Larsen Civil Rights Act, personal injuries and/or damages including those for infliction of emotional or mental distress, invasion of privacy, defamation and/or injury to reputation; and any other kind of contractual, legal or equitable claim arising during and from his/her employment with and/or from his/her separation and retirement from Forest Area Community Schools pursuant to the terms of the Plan, which Employee has or may presently have against any of them.



4. Employee acknowledges and agrees that he/she has contacted communicated with the MPSERS to obtain the necessary information and confirmation of his/her retirement eligibility and benefits and has had the opportunity to seek and obtain information and advice with respect to his/her retirement eligibility and benefits under MPSERS, including the impact or consequences of the Plan benefit thereon and has determined that the terms and conditions thereof are acceptable and satisfactory to him/her. Employee acknowledges and agrees that the Board, (including it's individual Board members, administrators, employees, and/or agents) and the Association, (including it's individual members, employees and/or agents) have not made any representations or provided any advice with regard to his/her eligibility for pension and/or insurance benefits under the MPSERS and he/she agrees that he/she will not attempt to hold any of them responsible with respect to any dispute or controversy which may arise regarding his/her eligibility for retirement under MPSERS and/or receipt of benefits from the MPSERS as a result of his/her retirement and the acceptance of the Plan benefit. This does not effect the Employee's right to pursue any such dispute with the MPSERS.
5. Employee acknowledges and agrees that he/she is solely responsible for any and all tax, withholding, or FICA (employee share) liability and/or consequences (including interest and penalties) attributable to or arising from payment by the Board of the Plan benefit "pick-up" contribution on his/her behalf directly to MPSERS and that he/she has had the opportunity to independently seek and obtain information and advice with respect to the tax liability and/or consequences of such payment. Further, Employee acknowledges and agrees that the Board (including it's individual Board members, administrators, employees, and/or agents), and the Association (including it's individual members, employees and/or agents), have not made any representations or provided any advice with regard to his/her tax liability and/or consequences (as defined above) which may arise as a result of that pick-up contribution made to MPSERS on his/her behalf. Employee agrees to indemnify the Forest Area Community Schools, the Board, individual trustees and administrators from any taxes, FICA amounts (employee share), penalties or interest, which may be owed or due by reason of payment of the Plan benefit on behalf of the employee, as described above and in the Plan.
6. Employee acknowledges and agrees that he/she has been provided at least forty-five (45) days within which to consider the terms of this Agreement and Waiver /Release Form and the decision to retire and participate in the Plan. Further, Employee acknowledges that he/she has a period of seven (7) days following the signing of the Agreement and Waiver/Release Form within which to revoke this Agreement. If such revocation is made, the Board shall have the unilateral right to cancel the employee's Plan participation and the employee shall be responsible for repaying the Board for any portion of the Plan benefit remitted on his/her behalf to MPSERS, in accordance with paragraph 5b of the Plan.
7. Your participation in the Plan (provided you satisfy the Plan eligibility criteria) is at your option, at your sole discretion, since the Board has no practice, policy, or procedure, formal or informal, written or unwritten, which would require you to sign this Agreement. If anyone has made any statements to you which you would interpret as directly, indirectly, or "constructively" requiring you or encouraging you to sign this Agreement, you should not rely on such statements, since such statement or representations do not constitute the position of Forest Area Community Schools. If any employee or agent of Forest Area Community Schools has made statements or representations to you regarding your retirement benefits or conditions, which are inconsistent with or additional to the terms of the Plan, you should not rely on such statements or representations in deciding whether or not to participate in the Plan.
8. Further, employee acknowledges and agrees that he/she has been informed in writing of the employees eligible to participate in the Plan and any eligibility factors and/or time limits application to receive payment of that benefit. Employee acknowledges and agrees that he/she has received written notification of job titles and ages of all individuals eligible or who have elected to receive the Plan benefit and the ages of any individuals in the bargaining unit who are not eligible for the Plan benefit.

9. Employee acknowledges that he/she has been advised in writing to consult with an attorney prior to accepting and signing this Plan Agreement and Waiver/Release and that he/she has had a reasonable opportunity to consult with an attorney and/or seek other consultation and advice from others of his/her own choosing with respect to the content and terms of this Agreement and Waiver/Release. Employee represents that he/she has carefully read and fully understands all of the provisions of this Plan Agreement and Waiver/Release which sets forth the entire agreement between the parties hereto. Employee further agrees that he/she has not relied upon any representation or statement, written or oral, not set forth in this document. This Agreement, the Plan itself and the Application/Retirement Form (Attachment A) reflect the entire agreement of the Board and employee relative to this subject matter and replaces all prior or contemporaneous, oral or written understandings, statements, representations, or promises. This Agreement cannot be changed except in writing, signed by all parties.
10. Employee acknowledges that no other representations have been made to him/her regarding the availability, unavailability, level or character of retirement or severance benefits which may or may not be available in the future to employees of the Board in the bargaining unit represented by the Association. Employee affirms that the terms of the Plan represent good and valuable consideration for his/her resignation of employment and tenure rights, irrespective of any separation or retirement incentive benefits which may become available in the future to members of the bargaining unit represented by the Association. Employee recognizes that increased, different or reduced benefits and/or additional programs of the same character as Plan may be made available through the process of collective bargaining between the Board and the Association and expressly disclaims any reliance or representations to the contrary.
11. Employee and the Association expressly and knowingly waive and relinquish employee's receipt of any retirement incentive and/or severance benefits as may be provided in the collective bargaining agreement to the extent specified in paragraph 7 of the Plan entitled Contractual Issues, it being recognized the amount of benefit payable to employee under the Plan exceed said amounts and shall be regarded as inclusive as same.
12. Employee understands and intends that the Board will rely upon the representation and covenants contained in this Agreement.
13. This Agreement shall be subject to, and governed by, the laws of the State of Michigan, irrespective of the fact that one or more of the parties now is, or may become, a resident of a different state. In the event any parts of this Agreement are found to be void, the remaining provisions of the Agreement shall never the less be binding with the same effect as though the void parts were deleted.

You are encouraged to carefully read this document as well as the Plan itself, to take them home for review and to have them reviewed by your attorney before signing. Your participation in the Plan (provided you satisfy the Plan's eligibility criteria) is at your option, at your sole discretion, since the Board has no practice, policy, or procedure, formal or informal, written or unwritten, which would require you to sign this Agreement. If anyone has made any statements to you which you interpret as directly, or indirectly or "constructively" requiring you or encouraging you to sign this Agreement, you should not rely on such statements, since they do not constitute the position of Forest Area Community Schools.

If anyone has made statements or representation to you regarding your retirement benefits or conditions, which are inconsistent with or additional to the terms of the Plan, you should not rely on such statements or representation in deciding whether or not to participate in the Plan.

This Agreement and Waiver/Release of Claims is entered into by me this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, by and between the Board and the Employee who have affixed their signatures as follows:

**THIS AGREEMENT CONTAINS A WAIVER AND RELEASE OF CLAIMS**

**READ CAREFULLY AND COMPLETELY BEFORE SIGNING**

\_\_\_\_\_  
Employee Signature Date

\_\_\_\_\_  
Employee Name Date

\_\_\_\_\_  
Employee Social Security Number

