

7289

8/28/98



# MASTER AGREEMENT

BETWEEN

BOARD OF EDUCATION

FOREST HILLS PUBLIC SCHOOLS

AND

FOREST HILLS MEA-NEA DISTRICT ASSOCIATION

1995-96

1996-97

1997-98

*Forest Hills Public Schools*

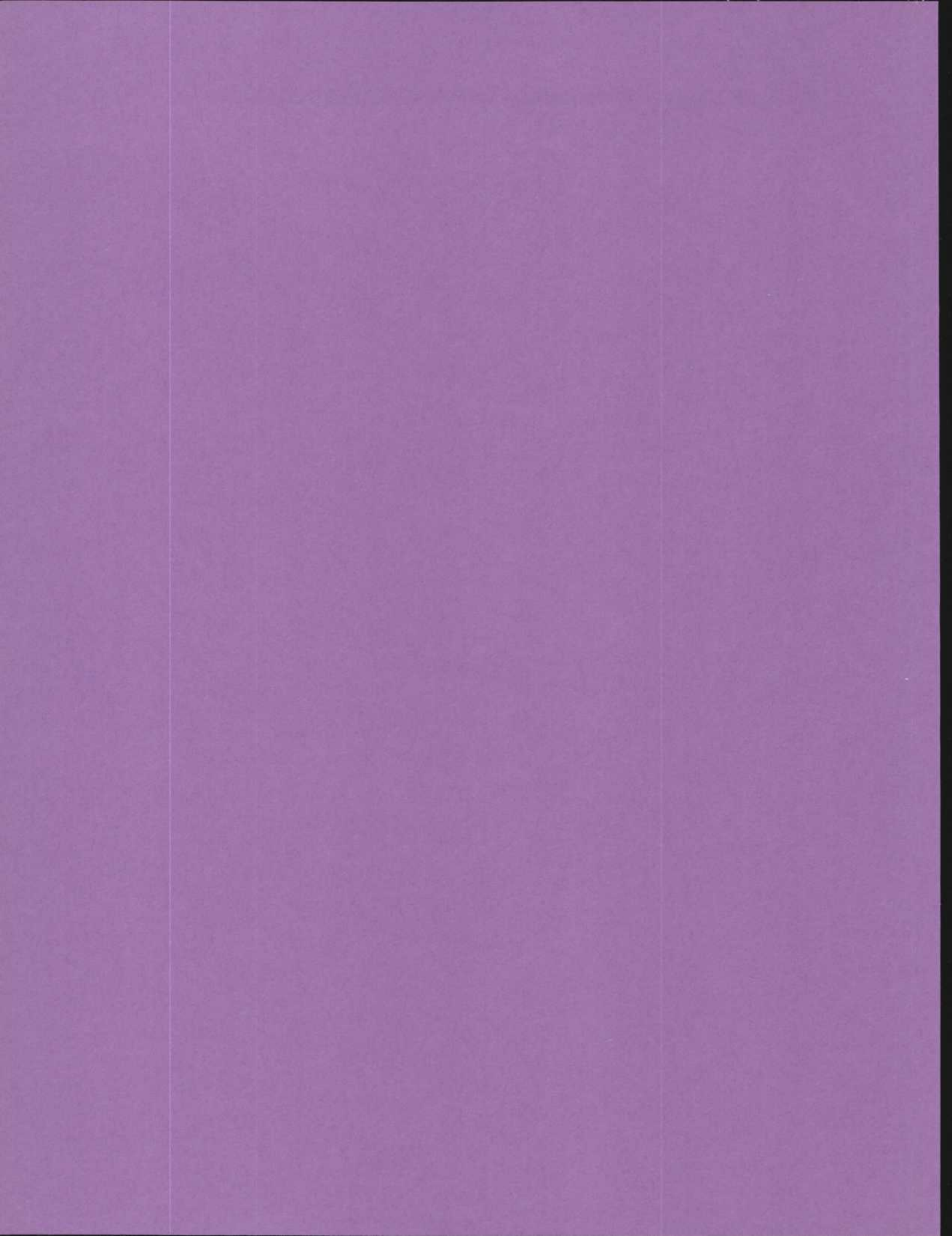


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AGREEMENT

This AGREEMENT is entered into this 28th day of August, 1995 between the BOARD OF EDUCATION OF THE FOREST HILLS PUBLIC SCHOOLS, Kent County, Michigan, hereinafter called the "Board", and the FOREST HILLS MEA/NEA DISTRICT ASSOCIATION, hereinafter called the "Association."

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all certified classroom teachers, media specialists, guidance counselors, speech therapists, teacher consultants, psychologists, social workers, reading consultants and content coordinators under contract with the Board but excluding substitute teachers and those persons with administrative duties amounting to one half or more administrative time during the regular school year and scheduled school day. The term "teacher" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined.

ARTICLE II

ASSOCIATION MEMBERSHIP

A. The teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deductions for membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Deductions for teachers employed after the commencement of the school year shall be computed and deducted at a rate sufficient to provide the amounts needed to meet the required payments.

B. By October 1 of the school year, the Association shall notify the Board of all employees who have failed to maintain membership in the Association by paying dues or a service fee to the Association. By October 15 of the same school year, the Board agrees to notify these persons of the termination of their employment at the end of the current semester. Such termination notices shall be finalized by November 15 to enable the administration to hire new employees.

C. The Board agrees to promptly remit to the Association all sums deducted pursuant to authorization by the employee for membership dues or service fee. The Board will cooperate with the Association to keep membership rosters up-to-date and categorized. The Association agrees to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this article and not otherwise available to the Board.

- D. An employee in the bargaining unit who has his/her employment terminated as specified in Article II, Section B, and who within two (2) months after such notice begins proceedings for tenure hearing or court action will continue to be employed until such time as the judgment is final. If the final judgment is in the teacher's favor, he/she shall continue to be employed with full benefits. If the termination of employment is judged legal, said teacher shall be discharged from the Forest Hills staff at the end of the next biweekly pay period. 1  
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- E. The Association agrees to indemnify and save the Board, or any of its individual members harmless against any and all claims, demands, costs, suits, or other forms of liability, including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement. 9  
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### ARTICLE III

#### TEACHER CONTRACTS

- A. The Board, by the end of the school year, will distribute notices of intent to teachers of their assignment for the coming school year. Such notices will include the teacher's assignment as to school building and subject area(s) or grade(s). If a change in assignment becomes necessary due to unforeseen condition(s) prior to the start of the new school year, the affected teacher will be notified as soon as possible. 14  
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- B. Probationary teachers will be issued a teaching contract before the start of each school year. Tenure teachers will not be issued a yearly contract after the year they are placed under a continuing contract. 20  
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- C. It is agreed that the teacher's school building, subject area or grade assignment may not be altered subsequent to the end of the school year without the teacher's consent. 23  
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- D. It is expressly understood by the Association that it is a violation of the Tenure Act for a teacher to resign less than sixty (60) days before September 1 without consent of the Board. The Association agrees to take all reasonable steps to discourage such resignations and to support all penalties applicable under law. 26  
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- E. All provisions of the individual contract between the teacher and the school district are subject to the specific provisions of this Master Agreement. 31  
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ARTICLE IV

PROFESSIONAL PRIVILEGES

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement with respect to any term or condition of employment. 1  
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- B. The parties specifically recognize that each has the right to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and they agree to be bound by any lawful order or award thereof. 17  
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- C. The Association and its members shall have the right to schedule the use of the school building facilities for Association meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises so long as they would not tend to distract from the proper performance of his/her duties. After notification of intent has been given to the principal, the Association may post Association notices in any faculty lounge. 22  
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- D. Teachers shall have the right to make reasonable use of telephone facilities. 29  
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- E. Parking facilities shall be made available to teachers. 31
- F. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard texts and questionnaires and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained. 32  
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- G. Under no condition shall a teacher be required to drive a school bus as part of his/her regular assignment. 40  
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- H. In each school, the Board shall provide rest room and and lavatory facilities exclusively for teachers' use and at least one furnished room which shall be reserved as a faculty lounge. 1  
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- I. When school is dismissed during the day due to unforeseen circumstances, all teachers will be allowed to leave when the school buses have vacated the school premises. On days when school is canceled because of extreme conditions, no teacher shall be required to report to work. Days required by state law to be made up as a result of such cancellation will be added to the end of the scheduled school year. No adjustment in salary will be made for either the canceled days or the make-up days. 4  
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- J. No teacher in the middle school will have more than three (3) preparations at any one time, unless on a voluntary basis. 11  
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- K. All teachers will receive one (1) school related committee assignment before any one teacher receives a second assignment unless he/she has volunteered for it. It is specifically understood that curriculum study committees or any similar committees shall not make recommendations which impact upon a teacher's hours, wages or other conditions of employment except as said recommendations are mutually agreed upon by the Board and Association. 13  
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- L. The Board agrees to furnish to the Association in response to written requests all available information which it may lawfully release in the form maintained concerning the financial resources of the District, including annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including county allocation board budgets, census and membership data) and names and addresses of all teachers, including new teachers hired during the summer and salaries paid thereto. Other information in the form maintained by the district will be available that will assist the Association in developing programs on behalf of the teachers and assist the Board in developing programs for the students and the school district, together with information which may be necessary for the Association to process any grievance or complaint, provided that personal information respecting individual teachers shall not be disclosed except as otherwise provided by Article XIII, Section B. 20  
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- M. Teachers shall be entitled to full rights of citizenship. Religious or political activities of any teacher or the lack thereof shall not be grounds for any discipline or discrimination with respect to the professional employment of such teacher. 35  
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- N. The Board and Association endorse the concept of academic freedom and mutually define same as the opportunity and right of teachers and students to freely study, investigate and discuss. 39  
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1. Within the Board approved curriculum guidelines pursuant to this agreement, teachers shall be free from artificial restraint in their choice of appropriate materials and methodology to achieve the educational goals and objectives of the district. 42  
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2. It is further agreed that while the Board and Association welcome and recognize the importance of parental and community involvement in the educational process, it is expressly understood and agreed that the responsibility for classroom monitoring and evaluation of staff and classroom or district programs lies solely with the superintendent or designee. 1  
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0. The provisions of this Agreement and wages, hours, terms and conditions of employment shall be applied in accordance with the provisions of applicable laws without regard to race, creed, religion, color, national origin, sex, age, handicap, marital status or membership in or association with activities of any legitimate employee organizations. 7  
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## ARTICLE V

### TEACHER PROTECTION

- A. Good order and discipline are necessary for effective teaching. Each teacher is responsible for maintaining such an atmosphere in each of his/her classes. The Board recognizes, however, that through its administrative staff it must support its teachers in taking all reasonable action to maintain proper classroom order and agrees to do so. 12  
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- B. In the event a teacher has grounds to believe a student is "emotionally impaired" within the meaning of Rule 340.1706, adopted pursuant to the Special Education Code, as amended, the teacher may refer the student to the principal who shall seek the required consent of the parents to have the student evaluated. Upon receipt of the necessary consent, there shall be a comprehensive evaluation by a school psychologist and social worker and/or a certified psychologist and/or a certified psychiatrist for the use of the Individualized Educational Planning Committee. Any recommendations of the Individualized Educational Planning Committee regarding the student shall be submitted to the superintendent, or his/her designee, for his/her consideration. 17  
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- C. Least restrictive environment and/or medically fragile students 28
1. Definition of Terms 29
- a. Least Restrictive Environment (LRE) legally mandates that "to the maximum extent appropriate, handicapped children are educated with children who are not handicapped and that special classes, separate schooling or other removal of handicapped children from the regular education environment occurs only when the nature and severity of the handicap is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily." (Rule 121a.550, Part B - Public Law 94-142) 30  
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b.	Medically fragile students are those who are chronically ill and/or medical-technology dependent and/or who have life threatening conditions that require immediate medical attention.	1 2 3 4
2.	Placement of Students	5
a.	The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any individual handicapped student should participate in regular education programs and services involves considerations of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC). Although it is agreed that the handicapped student's participation and right to participate in regular education programs and services cannot be affected by this Agreement, the district does agree to consider how the handicapped student's placement will affect teachers when determining the handicapped student's placement.	6 7 8 9 10 H 12 13 14 15 16
b.	The district shall insure that appropriate regular education staff are included in the IEPC and other related instructional planning involving the placement of special education students in regular education classrooms.	17 18 19 20
c.	Release time shall be provided to staff who are invited to attend an IEPC. District planning related to IEPC provisions and recommendations shall include input from regular education staff. Appropriate information related to the student's academic, medical, social and emotional needs shall be shared with regular education staff invited to participate in the IEPC or related planning meetings.	21 22 23 24 25 26 27
d.	Following the IEPC meeting appropriate instructional staff shall be invited to a meeting, the purpose of which will be to share appropriate information and coordinate the implementation of the instructional plan.	28 29 30 31
e.	As an alternative to the process established by state law and the KISD implementation plan, staff who disagree with any provisions agreed upon by the IEPC Committee may file a written appeal to the district LRE Committee composed of two (2) teachers appointed by the FHEA president and two (2) administrators appointed by the superintendent. The committee shall meet and process the appeal in a timely manner and, by majority vote, make appropriate recommendations to the superintendent for his/her consideration. The superintendent may request further discussion with any or all parties involved before responding to the recommendations of the LRE Committee.	32 33 34 35 36 37 38 39 40 41 42

- f. Except on a voluntary basis, no teacher shall be required to provide custodial care or school health services (defined as an act or function constituting the "Practice of Medicine" within the meaning of the Public Health Code MCL 333.17001), except in an emergency situation. Teachers providing instructional service to students with special medical needs shall receive prior training as to what process and/or procedure to follow in the event that an emergency arises related to the student's medical condition. 1  
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- An "emergency situation" shall not include ongoing or regularly reoccurring situations related to providing for the medical needs of students. 10  
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- g. The Board and Association agree to meet and confer, in a timely manner, on issues related to LRE and medically fragile students. 13  
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- D. Any complaints directed toward a teacher shall be called promptly to the teacher's attention, if, in the administration's judgment, such notice will be beneficial. If any teacher so requests, he/she must be advised of any specific complaint or situation. All specific complaints that are included as part of a teacher's permanent record shall include the name(s) of the people filing the complaint. Nothing will be used as a basis for discipline against a teacher that has not been made a part of the teacher's file with the teacher's knowledge. All letters of commendation shall be shared with the teacher. 16  
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- E. Any case of assault upon a teacher shall be promptly reported to the Board through the superintendent or his/her representative. The Board will provide all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. 25  
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- F. Time lost by a teacher in connection with the disposition of any incident arising under Section A or Section E of this Article shall not be charged against the teacher. 29  
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## ARTICLE VI

### LAYOFF PROCEDURES

- Realizing that maintenance of staff is both desirable and necessary for a well run school, and, further, realizing that at some time it may be necessary to decrease the number of teachers in the system, the following steps shall be followed: 32  
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- A. No more teachers than necessary shall be laid off. 36
- B. At no time shall a teacher be laid off due to hiring of new personnel in the same field as the teacher or in a field that the teacher is qualified to teach as defined in Article VI, Section E. 37  
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- C. Probationary teachers shall be laid off first. In the event that a position can only be filled by a given probationary teacher, and no other teacher within the district qualifies for the position, that probationary teacher will not be laid off. 1  
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- D. If the reduction of teaching personnel is still necessary, then teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made on the basis that those with the least seniority are to be laid off first. Seniority is defined to mean the amount of time an individual is continuously employed as a teacher within the school district. Any leave of absence shall not break continuous employment, but seniority shall not accumulate during a period of layoff. Any certified teacher under contract who has been employed up to and including 450 hours in one (1) school year shall be granted one half year credit for purposes of seniority under this Article. Any teacher employed more than 450 hours in one (1) school year shall be granted one (1) year credit for purposes of seniority. 5  
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- E. A teacher who is laid off pursuant to this Article has the right to be placed in a teaching position which is occupied by the teacher with the least seniority in the position for which the teacher laid off is qualified. For the purpose of this Article, "qualified" shall be defined in the following manner: 18  
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1. For placement in a kindergarten through fifth (5th) grade level position, a tenure teacher is qualified if he/she has elementary certification including six (6) hours of reading. K-5 teachers are qualified for assignment to grades 6-8 in subject areas in which they have completed a major or minor or have a minimum of one (1) years teaching experience or agree to take six (6) semester hours of academic training in that specific subject area within a year. Courses taken prior to the time of layoff may be used to meet this requirement. Such academic training shall commence with the next regular semester in which such subjects are taught at an accredited institution of higher education of the teacher's choice. Furthermore, the expense of this training shall be incurred by the teacher and the classes shall be taken during off duty hours. Failure to comply with the provisions set forth in this section shall result in layoff. 23  
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  2. For placement in a secondary teaching position (7-12) a tenure teacher is qualified if he/she has State of Michigan approved qualifications to teach the specific course for which he/she is attempting to be assigned, or he/she agrees to take six (6) semester hours of academic training in that specific area within a year. Courses taken prior to the time of layoff may be used to meet this requirement. Such academic training shall commence with the next regular semester in which such subjects are taught at an accredited institution of higher education of the teacher's choice. Furthermore, the expenses of this training shall be incurred by the teacher and the classes shall be taken during off duty hours. Failure to comply with the provisions set forth in this section shall result in layoff. 38  
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| 3. | All teachers must also meet the qualifications of the job description which are reviewed by the Association and adopted by the Board. It is further agreed that any teacher holding a position as of July 19, 1983, whose training does not comply with the above descriptions would be "grandfathered" to the extent allowed by State Certification Code.  | 1<br>2<br>3<br>4<br>5<br>6                   |
| F. | In the event that "qualified seniority" does not resolve the layoff or recall procedure, the following criteria shall be used in sequence:  | 7<br>8                                       |
| 1. | Total years of qualified teaching experience including employment prior to employment in Forest Hills Public Schools.   | 9<br>10                                      |
| 2. | By drawing lots or a flip of the coin as the situation dictates.  | 11   |
| G. | A person who has been laid off retains his/her qualified seniority until offered reemployment in the area in which he/she is certified and qualified at the time of layoff. If the certification and qualification of a nonprobationary teacher with more than two (2) years of experience changes during layoff due to additional coursework taken, he/she will be offered the next open position for this area of certification and qualification. No teacher will be asked to submit a letter of resignation during the layoff period. | 12<br>13<br>14<br>15<br>16<br>17<br>18<br>19 |
| H. | Recall of teachers shall be on the basis of most seniority first, provided the teacher is qualified, as defined in this Article, for the position to which he/she is being recalled.  | 20<br>21<br>22                               |
| I. | A teacher who has been laid off and at a later date is offered reemployment under the provisions of this Article but does not acknowledge acceptance of the position within fifteen (15) days of the written notification by registered mail to his/her last known address, shall lose his/her employment rights in the Forest Hills Public Schools.  | 23<br>24<br>25<br>26<br>27                   |

**ARTICLE VII**

**CLASS SIZE**

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|    | It is acknowledged that the primary duty and responsibility of the teacher is to educate students and the organization of the school and the school day shall be structured to this end. Any mandated use of a teacher's time shall not detract from his/her carrying out his primary duty as a classroom teacher. | 28<br>29<br>30<br>31       |
| A. | Because the pupil/teacher ratio is an important aspect of a effective educational program, the parties agree that the class size should not exceed the numbers listed.   | 32<br>33<br>34             |
| 1. | Whenever an elementary teacher's class size is greater than the grade level average in the building, or the class size for kindergarten-2 level, or 3-5 level as described below, the teacher, with or without his/her chosen representative, may request relief and may invoke the following procedure:           | 35<br>36<br>37<br>38<br>39 |

- a. When an elementary classroom exceeds twenty-five (25) in kindergarten-2 level, or twenty-seven (27) in 3-5 level, or twenty-three (23) in split level kindergarten-3, or twenty-five (25) in split level 3-5, or an individual teacher feels that his/her individual classroom needs relief, the building principal will initiate an appraisal with the staff of class loads in all classrooms of that building. The appraisal shall be made prior to the eighth school day of the first semester and the first Friday of the second semester. 1  
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- b. If it is recommended in writing to or by the principal that relief is needed, then the building principal shall forward such recommendation to the assistant superintendent for personnel. This recommendation may suggest the assignment of a teacher aide or the reassignment of students. 10  
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- c. If the process of resolving the matter is not initiated within five (5) workdays, or if relief is not given within ten (10) workdays, the teacher or teachers affected, and/or the principal, and/or the assistant superintendent for personnel, shall request a hearing with the superintendent of schools. This hearing will be held within the next five (5) workdays unless unforeseen circumstances arise that require the superintendent of schools to be out of the district during that time. 15  
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- d. The results of the hearing shall be implemented within ten (10) workdays. 24  
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- e. If an aide is employed to alleviate a class size problem, the enrollment in that class shall not exceed thirty (30) pupils until all other grade level classes in the building reach thirty (30) students. In the case of a split level class, the enrollment of that class shall not exceed twenty-seven (27) pupils until all other grade level classes in that building reach thirty (30) students. Any students assigned beyond the twenty-seven (27) or thirty (30) shall be balanced equally. 26  
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2. To resolve problems in class size in all other classrooms except elementary classrooms, scheduling will reflect an even balance of total classloads for all teachers within departments, as well as balancing class sizes evenly during the same hour. Whenever a teacher recognizes that the needs of his/her students are not being adequately met because of classload, the teacher may invoke the following procedure: 34  
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- a. When a middle school or high school teacher's class size exceeds the numbers listed below, the teacher, with or without his/her representative, shall communicate with his/her principal the relief sought and attempt to resolve the matter. 41  
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Category I	Middle School Classes:		1
	A) Physical Education	40	2
	B) Academic, including Health	27	3
Category II	High School Classes:		4
	A) English	25	5
	B) Social Studies, Gen. Education, Science, Mathematics, Language and Health	30	6 7 8
	C) Business and Typing	32	9
	D) Industrial Arts and Vocational Shops	20	10 11
	E) Home Economics	20	12
	F) Physical Education	40	13
	G) Art and Drafting	27	14
	H) Chemistry and Physics	27	15
	I) Foreign Language	25	16
b.	If it is recommended in writing to or by the principal that relief is needed, then the building principal shall forward such recommendation to the assistant superintendent for personnel. This recommendation may suggest the assignment of a teacher aide, the reassignment of students or the scheduling of an overload class.		17 18 19 20 21 22
c.	If the process of resolving the matter is not initiated within five (5) workdays, or if relief is not given within ten (10) workdays, the teacher or teachers affected, and/or the principal, and/or the assistant superintendent for personnel, shall request a hearing with the superintendent of schools. This hearing will be held within the next five (5) workdays unless unforeseen circumstances arise that require the superintendent of schools to be out of the district during that time.		23 24 25 26 27 28 29 30 31
d.	The results of the hearing shall be implemented within ten (10) workdays.		32 33
3.	To resolve concerns related to staff assignment and/or workloads for special education itinerants and guidance counselors, the following process of assessment and resolution of concerns may be invoked:		34 35 36
a.	Whenever a Category III or IV staff member believes that his/her assignment exceeds the guidelines set forth below, he/she, with or without their representative, shall communicate with the director of student services and/or building principal the relief sought and rationale for same and attempt to resolve the matter.		37 38 39 40 41 42

Category III	Special Education Itinerants:	1
A)	Speech Therapist and Teacher Consultant	2 3
	Caseload as restricted by law	4 5
B)	Psychologist and Social Worker	6 7
1)	Mandated service - district students only	8 9
	Psychologist - 1.5 FTE	10
	Social Worker - 2.0 FTE	11
2)	Mandated service - district students and categorical programs	12 13
	Psychologist - 2.0 FTE	14
	Social Worker - 3.0 FTE	15
3)	Mandated service to district students with categorical programs and regular education intervention - The Board will strive to maintain FTE levels as follows:	16 17 18 19 20
	Psychologist - 4.2 FTE	21
	Social Worker - 5.3 FTE	22
Category IV	Guidance Counselors:	23
A)	The Board will strive for a student/counselor ratio of 300 to 1 at the high school; 350 to 1 at the middle school and at least a .5 guidance counselor at each elementary school	24 25 26 27 28
b.	Variables involved in the comparative assessment of staff assignments shall include but not be limited to total staff and student population served, unique need(s) of the building(s) served, number of buildings served and workload generated by special education law.	29 30 31 32 33
c.	Written requests of concern shall be forwarded by the director of student services and/or building principal to the assistant superintendent of personnel with a copy provided to the affected staff member(s) and the appropriate FHEA representative. The process of resolving the concern may result in denial of the staff members request, an adjustment in assignments, appropriate compensation due to the existence of an overload situation and/or the hiring of additional staff.	34 35 36 37 38 39 40 41



- d. If the matter is not resolved within ten (10) workdays or the affected staff do not agree with the suggested resolution; the affected staff, the director of student services, and/or building principal, and/or the assistant superintendent of personnel may request a hearing with the superintendent. This hearing shall be held within the next five (5) workdays unless unforeseen circumstances arise. The results of this hearing shall be implemented within ten (10) workdays. 1  
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- B. Regular education classrooms attended by severely handicapped students (significantly and/or multiply impaired) where an instructional aide has been assigned through an IEPC shall be limited to class size language set forth in Article VII, A. In the event that it is necessary to place several severely handicapped students at a particular grade level and building, it is agreed that class size may exceed agreed upon limits to a maximum of three (3) provided that an instructional aide is hired to assist the teacher. Said instructional aide shall be in addition to any instructional aide support required by the IEPC. 9  
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- C. Teacher aides employed by the Board will not be assigned by the Board or its representatives to positions of an instructional nature which are the professional responsibilities of the certified teachers. Written permission of the teachers involved must be obtained before the Board can hire teacher aides. Teacher aides are to be used only for the purpose of assisting their assigned teacher, except that aides may be assigned to supervisory duties to assist teachers and provide supervision for recess. 18  
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## ARTICLE VIII

### TELECOMMUNICATION

- The use of a two way interactive electronic networking system may be utilized as an alternative instructional delivery system subject to the following conditions and terms: 25  
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- A. Definitions 28
1. "Telecommunication" or "Telecommunications Classes" shall be defined as the teaching of students via a two way interactive television system. 29  
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  2. "Originating Site" shall be defined as the location where the teacher responsible for the telecommunication class is located. 32  
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  3. "Remote Site" shall be defined as the location(s) where class instruction is being received via television. 34  
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- B. Responsibilities of the originating site and remote site(s) 36
1. The originating site teacher shall be responsible for course content, material selection, instruction, testing, evaluation and grading of students at the originating site and all remote site locations. 37  
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2.	Behavior or discipline and supervision of students at remote sites shall be the responsibility of the remote site building administrator(s). If teachers are assigned classroom supervision at a remote site, such assignment shall be in lieu of a classroom or other supervisory assignment. No teacher will be regularly assigned to supervise remote site students during the teacher's preparation period or during the time he/she is performing his/her assigned duties.	1 2 3 4 5 6 7 8
C.	<u>Working conditions</u>	9
1.	Class size - total class size, with or without an instructional assistant, inclusive of students at the originating site and remote site(s) shall not exceed the maximum numbers set forth in Article VII of the Master Agreement. The Board and Association further agree that class size may be further reduced if it is mutually determined and agreed that the current contractual limit exceeds the telecommunication system ability to allow for full two way interactive participation.	10 11 12 13 14 15 16 17
2.	<u>Class preparations</u>	18
a.	Teachers of a telecommunication class shall have no more than three (3) different class preparations during the school day except as mutually agreed upon by the teacher and Association.	19 20 21
b.	Teachers shall be compensated for the additional time and training required to adjust their teaching methods. Said supplemental pay shall be at the rate of 3% of BA step one (1) per class, per semester.	22 23 24 25
3.	<u>Equipment</u>	26
	It will not be the responsibility of the classroom teacher to repair and maintain the telecommunication equipment. Teachers will be trained to focus and make minor adjustment to said equipment.	27 28 29
4.	<u>Teacher evaluation</u>	30
	All evaluations, or observations for the purpose of evaluation, shall require the physical presence of the evaluator at the originating site. The originating site administrator shall have the responsibility for the evaluation.	31 32 33 34
5.	<u>Vacancies</u>	35
	Telecommunication teaching positions shall be posted in accordance with the Master Agreement and filled on a voluntary basis.	36 37
D.	<u>Job security</u>	38
	No teacher shall be laid off or have hours worked reduced as a direct result of the implementation and use of telecommunications.	39 40

E.	<u>Broadcast and rebroadcast conditions</u>	1
1.	A telecommunications class may be televised for demonstration purposes with the knowledge and consent of the presenting teachers.	2 3
2.	Videotapes of a telecommunications class may be used for makeup for all students currently enrolled in said class. Videotapes may be used for other purposes with prior knowledge and consent of the teacher. Teachers may use said tapes with prior knowledge and consent of the Board or designee.	4 5 6 7 8
3.	Videotapes of telecommunication classes are the property of the Board. No syndication or sale of this material may be made without the expressed release of the creator and the Board as per Article XIX, Section J of this Agreement.	9 10 11 12
4.	This agreement is specifically limited to the Forest Hills School District. There shall be no broadcast, rebroadcast or interactive networking with any other school district or institution of higher learning.	13 14 15 16
F.	<u>Problem solving efforts</u>	17
	Whereas the implementation and use of instruction by two way interactive television is developmental, the parties agree that it may be necessary to meet from time to time in order to resolve issues that were not contemplated or addressed at this time. Accordingly, the parties agree to meet promptly at the request of either.	18 19 20 21 22

**ARTICLE IX**

**CALENDAR AND HOURS**

A.	Teachers shall arrive at school at least twenty-five (25) minutes before classes begin and stay at school twenty-five (25) minutes after school is dismissed. Each school unit shall have the privilege of altering this schedule upon approval of the superintendent so long as the total time remains the same. On Fridays and the day preceding school vacation, all teachers may leave when school buses have vacated the school premises. Special arrangements to leave early may be made with the building principal. No teacher shall be required to be in attendance in his/her school more than eight (8) hours per day. The workday of teachers shall be the same as the school in which they begin their day except on a voluntary basis.	23 24 25 26 27 28 29 30 31 32 33
B.	The Association and the Board, realizing that care, guidance and supervision of children is a joint responsibility, hereby agree to the following procedure:	34 35 36

The elementary day shall include a maximum sixty (60) minute a.m. and	1
p.m. block of time available to the classroom teacher when deemed	2
necessary to maintain or improve the learning environment. It is	3
expressly understood that:	4
1. The criteria used to determine utilization of this time shall	5
include the emotional and physiological state of the students, the	6
current learning situation and the individual teacher's schedule of	7
special classes.	8
2. No recess shall exceed fifteen (15) minutes.	9
3. All teachers will participate in the duty schedule.	10
4. Teachers will have a limit of one and one-half (1.5) duties per week	H
averaged on an annual basis.	12
5. In cases of inclement weather when outdoor play is not in the best	13
interest of the students, the principal may assign up to 30% of the	14
staff to aid within the building, and this duty will not be	15
considered part of the one and one-half (1.5) duty assignments per	16
week.	17
6. It shall be the mutual responsibility of the Association and the	18
Board to make changes necessary to carry out the intent of this plan	19
during the life of this contract.	20
C. There shall be no expansion of or additions to the current elementary	21
curriculum without an equivalent and corresponding reduction. A committee	22
composed of five (5) elementary teachers selected by the FHEA president	23
and five (5) administrators selected by the superintendent will be	24
charged to review implementation. As elementary curriculum changes are	25
suggested this committee will discuss such changes and make	26
recommendations to the assistant superintendent for personnel and the	27
chief negotiator for the FHEA as to their implementation.	28
D. The elementary teachers shall be entitled to a thirty-five (35) minute	29
duty free lunch period.	30
E. The time schedule for art, music and physical education classes for	31
elementary students shall be used for planning and conference periods by	32
the classroom teachers. Art, music and physical education teachers shall	33
have planning and conference periods equal to the classroom teachers.	34
Classroom teachers will accompany students to art, music and physical	35
education classes.	36

In the event that art, music and physical education teachers are absent, a substitute will be provided. If no qualified substitute can be provided, the classroom teacher will be compensated at the rate of \$7.75* for thirty (30) minutes or less, and \$15.25* for thirty-one (31) minutes to sixty (60) minutes.	1 2 3 4 5
F. Teachers required to relocate between buildings shall not be scheduled to do so during lunch or conference periods except on a voluntary basis. Assignments for staff who travel between buildings shall be made in a manner which provides greatest privilege and/or the right of first refusal to those teachers having the greatest seniority.	6 7 8 9 10
G. Beginning with the 1995-96 school year, new teachers and/or part-time staff requesting full-time employment may be assigned a non-traditional teaching schedule.	11 12 13
H. The school calendar will be adopted by the Board of Education after receiving a recommendation mutually agreed upon by the administration and Association. The calendar shall be adopted prior to the close of the preceding school year. The calendar shall not require teachers to report more than two (2) days prior to the beginning of classes or to remain more than two (2) days after the end of classes. One half (.5) day of the two (2) days designated as teacher workdays prior to the beginning of classes, will be reserved for classroom preparation. The regular school year will not exceed 186 workdays with no more than 183 instruction days. Teachers new to the system are exempt from the above restrictions.	14 15 16 17 18 19 20 21 22 23
I. The following holidays shall be observed and no classes schedule or teachers assigned:	24 25
New Year's Day	26
Memorial Day	27
Fourth of July (For teachers employed during this time)	28 29
Labor Day	30
Thanksgiving Day and following day	31
Christmas Day	32
J. The weekly teaching load in the high schools and middle schools shall not be more than twenty-five (25) teaching hours or supervised study halls and five (5) unassigned preparation periods which the teacher will schedule for parent conferences when requested. The weekly teaching load in grades 1-5 will include a minimum of 215 minutes of unassigned preparation periods which the teacher will schedule for parent conferences when requested. Any teacher may volunteer for an overload class to relieve student overcrowding in the classroom.	33 34 35 36 37 38 39 40
* 1996-97 - \$8.00 for thirty (30) minutes or less	41
\$15.50 for thirty-one (31) minutes to sixty (60) minutes	42
1997-98 - To be negotiated	43

ARTICLE X

VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever a teacher is interested in being considered for assignment to any professional position in the district, he/she may file written notice of his/her interest with the assistant superintendent for personnel. The Board declares its intention to give full consideration to present staff members in all vacancies in which they have expressed an interest. 1  
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1. It is agreed that any vacancy occurring during the current school year shall only be filled on a temporary basis for the remainder of that school year. By May 1 of each year, a list of all vacancies occurring during the year and those anticipated for the coming year shall be posted in each administrative unit. Any teacher with proper qualifications may, within fifteen (15) days of May 1, apply for and shall be granted an interview before such vacancy is filled. 6  
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2. Any teacher requesting transfer between administrative units shall notify the assistant superintendent for personnel by April 30 for transfer in the subsequent school year. Before vacancies are filled, the qualifications of each teacher who has requested transfer shall be reviewed. 13  
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3. It is agreed that any teacher making written request to be assigned a position whose FTE is less than their current assignment has no guarantee of a future increase in FTE except as provided by the process defined elsewhere in this Article. 18  
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4. A vacancy shall be defined for purposes of this contract as a position presently unfilled, one to be open in the future or a new position, and which has no teacher on leave of absence or layoff status with a claim to the position. 22  
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- B. Since the frequent transfer of teachers from one school and/or grade level to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized. 26  
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- C. Any teacher who is transferred to a supervisory or executive position and later returns to teacher status shall be entitled to retain such rights as he/she may have had under this Agreement with full credit for all service in the district. 30  
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ARTICLE XI

LEAVES OF ABSENCE: ILLNESS, PERSONAL, SHORT-TERM & CRITICAL MEDICAL

- A. All teachers shall be granted ten (10) days of personal illness or disability leave per year. These days will be credited at the beginning of each year and may be used at any time, however, it is understood that such days are earned in proportion to the actual days worked. 1  
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- B. The teacher must use accumulated personal illness or disability leave to substitute for unpaid leave provided under the Family and Medical Leave Act of 1993, which allows up to twelve (12) work weeks (sixty [60] work days or parts thereof) of unpaid leave, with benefits, during any contract year for the birth or care of a child, the adoption or foster care of a child, the care of a spouse, son, daughter or parent with a serious health condition or the serious health condition of the teacher. 5  
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- C. Personal illness or disability leaves shall also include medical situations where the employee's attendance is necessary and the situation cannot be handled at any time other than during a school day. 12  
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- D. A maximum of one day of personal illness or disability leave may be used for each funeral other than as specified in Section F if prior arrangements are made with the principal. 15  
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- E. Three (3) days of personal illness or disability leave may be taken, upon notification, for a death in the immediate family. The immediate family shall be the teacher's father, mother, spouse, children, brothers, sisters or the spouse's father or mother. In the event of the death of a grandparent, if the distance to attend the funeral is so great that the teacher cannot make the trip and return in the same day, the teacher will be allowed up to a maximum of three (3) days of leave. 18  
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- F. Arrangements for additional personal illness or disability leave because of death, as described in Section E, may be made with the assistant superintendent for personnel. 25  
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- G. Requests for paid leave for a serious health condition for an employee or to care for the employee's spouse, child or parent who has a serious health condition will require medical certification. 28  
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- H. Teachers who misuse leave time shall not be paid for such time. It is further understood that teachers who have misused leave time will be penalized this amount of time from their accumulated leave. 31  
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- I. Staff who incur a job-related injury or accident must report same, on the approved form within twenty-four (24) hours to their supervisor or designee. In cases when benefits are paid under the Workers' Compensation Act, staff may request deductions on a pro-rata basis from his/her sick leave accumulation to insure no loss of earnings. 34  
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Compensation shall not exceed the difference between his/her normal wage	1
prior to Workers' Compensation benefits and the actual benefits paid	2
under the provisions of said Workers' Compensation Act. Pro-rata sick	3
leave deductions shall continue until expiration of either the Workers'	4
Compensation benefits or accumulated sick leave.	5
J. Each teacher shall be granted two (2) personal leave days per year.	6
Requests for such absence must be made on the approved form (included in	7
appendix) and be submitted to the building principal at least five (5)	8
workdays in advance, except in the case of an emergency or unforeseen	9
circumstance. The principal shall sign the request and submit the form	10
to the assistant superintendent for personnel for approval.	11
1. Unused personal leave shall accrue to a maximum of three (3) days.	12
a. No teacher shall accrue or use more than three (3) personal	13
leave days per school year.	14
b. Personal leave accrued in excess of three (3) days shall be	15
counted as accrued personal illness leave.	16
2. The Board and Association mutually recognize that the educational	17
process shall take precedence over contractual language in this	18
area. Specifically, classrooms must be adequately staffed.	19
Therefore, as a general guideline, it is agreed that a maximum of	20
10% of staff, on a district-wide basis, may be granted personal	21
leave on a given day.	22
3. It is further agreed that requests for personal leave days falling	23
before or after vacation, the opening of deer hunting season, or	24
workdays before or after parent-teacher conferences and the opening	25
of deer hunting season should the opening day fall on a weekend,	26
shall be granted provided that:	27
a. Each building or supervisory unit shall be allotted a minimum	28
of two (2) staff and a maximum of 10% of staff to be absent	29
during the above specified periods. Part time staff shall be	30
counted in the building where they have the majority of their	31
teaching assignment, and staff working half time in two (2)	32
buildings shall be counted in the building with the least	33
number of staff.	34
b. Each building or supervisory unit shall reach an agreement upon	35
a selection process with their supervisor and submit same to	36
the assistant superintendent for personnel for approval by	37
September 30 of each year.	38
c. The approved selection process be completed by October 31 of	39
each year.	40



d.	Unforeseen situations which may arise after the selection process has occurred shall be processed through and approved by the assistant superintendent for personnel. Said requests which arise outside the above approved process which are deemed to be recreational in nature or made in lieu of vacation days (Article XI, M) may be denied.	1 2 3 4 5 6
K.	Requests for up to three (3) additional days of leave for situations not covered above may be directed in writing at least five (5) workdays in advance to the assistant superintendent for personnel who shall grant requests provided that:	7 8 9 10
1.	All personal leave has been used.	11
2.	The request is not recreational or made in lieu of vacation leave (Article XI, M).	12 13
3.	Satisfactory prior arrangements, inclusive of appropriate lesson plans, have been made with the principal.	14 15
4.	Leave days granted shall result in a salary deduction at the prevailing rate of pay for a substitute teacher.	16 17
	Unforeseen circumstances may result in a waiver of the five (5) day notice provided that all other conditions apply.	18 19
L.	Teachers may make written request to the assistant superintendent for personnel for certain critical medical situations and additional leave may be granted for up to one hundred nineteen (119) workdays or until such time as they become eligible for long term disability benefits whichever is the lessor provided that:	20 21 22 23 24
1.	All personal leave and personal illness leave has been exhausted.	25
2.	The teacher is not eligible for any other form of benefit such as short term disability payment.	26 27
3.	Said request includes a written statement from a physician documenting the need for medical leave and the nature of the problem.	28 29 30
4.	All requests shall be considered and acted upon within three (3) workdays by a standing committee of two (2) administrators appointed by the superintendent and two (2) teachers appointed by the FHEA president with approval being granted by simple majority. The decisions of the committee shall be final and specifically excluded from the grievance process.	31 32 33 34 35 36
5.	All such requests shall be treated as confidential with a permanent record being kept by the superintendent and the FHEA president.	37 38

6.	Any teacher granted said leave by the above process shall:	1
a.	Make timely application for long term disability benefits in situations where said application for benefits apply.	2 3
b.	Prepare adequate lesson plans for a substitute teacher.	4
c.	Have the prevailing rate of pay for a substitute teacher deducted from his/her salary in the following manner:	5 6
	1) Days one (1) through nine (9) - prevailing rate of pay for a substitute teacher.	7 8
	2) Days ten (10) through fifty-nine (59) - prevailing rate of pay for a long term substitute teacher.	9 10
	3) Days sixty (60) through one hundred nineteen (119) - per diem rate of first step of BA salary schedule including appropriate fringe benefits.	11 12 13
d.	Return to work in a timely manner following recommendation by the physician.	14 15
7.	Leave situations not covered by long term disability insurance which extend beyond one hundred nineteen (119) workdays shall be subject to the provisions of this contract as defined in Article XII.	16 17 18
M.	Teachers absent from duty because of vacations must give five (5) days prior notice and shall have a day's pay deducted from their salary deducted for each day of such absence, provided however, that a vacation day should not be scheduled or taken the last workday before or the first day after any holiday or school vacation time.	19 20 21 22 23
N.	To qualify for personal illness or disability leave; a teacher at the high school or middle school level must notify his/her principal or designee by 6:00 a.m., a teacher at the elementary school level must give notice by 6:45 a.m., unless he/she becomes ill on school premises. Absence for any other reason necessitating substitution by another staff member may result in the deduction from the teacher's pay of the amount paid the substitute as provided in Article XIX, Section H.	24 25 26 27 28 29 30

**ARTICLE XII**

**LEAVE OF ABSENCE: EXTENDED PERIODS, ASSOCIATION PURPOSES, PUBLIC OFFICE AND SPECIAL PURPOSES**

A.	Any teacher whose personal illness or disability extends beyond the period compensated under Article XI may request and shall be granted a leave of absence without pay for up to one (1) year, subject to renewal at the will of the Board, under the following conditions:	31 32 33 34
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1. If the leave is of a duration of twelve (12) weeks or less, the teacher shall so notify the assistant superintendent for personnel and will be returned to the same position upon return from leave. It is further agreed that:
  - a. If the leave is less than three (3) weeks (a week equals five (5) workdays or parts thereof) prior to the end of a term (semester or trimester), and the duration of the leave is greater than five (5) workdays, the teacher may be required to continue taking leave until the end of the term\*.
  - b. If the leave is less than five (5) weeks prior to the end of a term\*, is longer than two (2) weeks in duration and return to work would occur during the two (2) week period before the end of the term\*, the teacher may be required to continue taking leave until the end of the term\*.
  - c. If the leave is more than five (5) weeks prior to the end of a term\*, is a least three (3) weeks in duration and return to work could occur during the three (3) week period before the end of the term\*, the teacher may be required to continue taking leave until the end of the term\*.
2. A teacher returning from a leave of more than twelve (12) weeks shall return from such leave at the start of a term\* and shall be returned to the first open position available for which he/she is qualified. Notice of intent to return must be submitted, in writing, no later than April 30 for the fall term\* and December 1 for the spring term\*.
3. During any unpaid leave exceeding twelve (12) weeks (sixty-one [61] workdays or more) and not covered by the Family Medical Leave Act of 1993, the teacher will be responsible for paying to the accounting office each month an amount sufficient to pay the insurance premiums if the teacher chooses to continue coverage.
4. Should the teacher elect not to return to work at the end of the leave for reason 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 staff member, the staff member shall reimburse the distict for the health insurance premiums paid by the district during the leave period.
5. In the event of a miscarriage or death of the child, such leave may be terminated and the teacher shall be returned to their original position or the first available position for which the teacher is qualified, depending on the timeline involved.

\* Semester or trimester

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- B. Teachers who are officers of the Association or are appointed to its staff shall, upon proper application, be given a leave of absence without pay for the purpose of performing the necessary duties of such office or position with the Association. Upon return from such leave, the teacher shall be assigned to his/her former position or equivalent position if either is available, provided always that the teacher is able to perform the duties required by the position and provided the teacher gives notice no later than April 30 of intent to return the following school year. 1  
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- C. A teacher shall be released from regular duties without loss of salary, personal leave, or sick leave to participate in meetings of the Michigan Education Association. When representing the Association, written arrangements with the administration must be made in advance. After ten (10) such days, the Association will make reimbursement for a substitute's pay. No payment of other expenses is to be made by the Board. 9  
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- D. A teacher summoned to jury duty or subpoenaed for a non-personal matter shall be paid his/her full salary for each working day of absence, provided that the employee pays the Board the jury fee less mileage expense. 16  
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- E. The Board shall grant a leave of absence without pay and without credit on the salary schedule to any teacher to campaign for or serve one (1) term in public office. Upon return from such leave, the teacher shall be assigned to his/her former position or equivalent position if either is available and provided always that the teacher is able to perform the duties required by the position, provided the teacher gives notice no later than April 30, of intent to return the following school year. 20  
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- F. A teacher, after seven (7) years of service in the Forest Hills School District, may request a special leave for a period of one (1) school year without pay. This leave must be approved by a committee composed of one (1) teacher appointed by the Board, one (1) Board member selected by the Association, and the building principal. Such leave, if approved, will run from the beginning of the next school year, and will be granted only if a teacher can be hired on a one (1) year basis to replace the teacher on leave. 27  
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- G. A teacher after ten (10) years of service to the Forest Hills School District, may request a paid sabbatical leave for a period of one (1) school year. If the leave is approved, said individual will return to the District for three (3) years or repay the Board as follows: 35  
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- 0 years of service after sabbatical - repay full amount 39  
1 year of service after sabbatical - repay 2/3rds of amount 40  
2 years of service after sabbatical - repay 1/3rd of amount 41
- The Board will pay \$12,000 per sabbatical leave with no more than two (2) per calendar school year. Each individual requesting said leave will write a proposal and be interviewed by the Sabbatical Leave Committee. 42  
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The committee will be composed of two (2) teachers selected by the Association, two (2) selected by the Board and the superintendent or designee. All leaves will be presented to the Board of Education for approval, and if approved, will be for one (1) calendar school year. 1  
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H. No teacher shall be granted experience on the salary schedule except for military experience, sabbatical leave as defined in Section G, and circumstances as set forth in Article X, Section C. 5  
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### ARTICLE XIII

#### TEACHER EVALUATIONS

A. All monitoring or observation of the work of a teacher shall be conducted openly and with knowledge of the teacher. Closed circuit television, public address, audio systems and/or similar surveillance devices shall not be used for such purposes. 8  
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B. Each teacher shall have the right upon written request to review the materials prepared for his/her personnel file by the Forest Hills School District. A representative of the Association may be requested to accompany the teacher in such review. Materials may be removed from a teacher's personnel file after discussion and review with the administrator and with the permission of the administrator. Except as required by law, all other access shall be prohibited. 12  
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C. A teacher shall at all times be entitled to request the presence of a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of school rules or delinquency in professional performance. When a teacher requests such representation, no action shall be taken with respect to the teacher until such representative of the Association is present. The teacher shall not postpone such conference more than two (2) workdays to obtain Association representation. At no time will a teacher be reprimanded, warned or disciplined for any infraction of school rules or delinquency in professional performance in front of students, public or peers. 19  
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D. No teacher shall be disciplined or reprimanded without just cause. Any such action, including adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure hereinafter set forth, provided that cases within the jurisdiction of the State Tenure Commission shall not be subject to arbitration nor those cases involving the Board's decision not to rehire a probationary employee. Nothing herein shall apply to the content of an evaluation of teacher performance. 29  
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- E. First-year probationary teachers shall be observed for the purpose of evaluation at least four (4) times during the school year. The first of these observations shall take place between September 15 and October 31. The second observation shall take place between November 1 and December 15. A third shall take place between January 1 and January 31. A fourth shall take place between February 1 and March 15.
- Second, third and fourth-year probationary teachers shall be observed at least two (2) times during the school year, provided their evaluation the previous year was satisfactory. There shall be at least sixty (60) days between the first and last observation. Second, third and fourth-year probationary teachers who received one (1) or more unsatisfactory (u) rating(s) the previous year shall be evaluated using the schedule for first-year probationary teachers.
- Two (2) of the four (4) or one (1) of the two (2) observation times shall be at a time mutually agreed upon by the teacher and the principal. All observations shall be reduced to writing and a copy given to the teacher within fifteen (15) workdays of the observation. These reports shall describe any deficiencies and shall include recommendations for improvements.
- After all observations are completed, and before March 15, the principal shall make a final written evaluation of the teacher's work and shall confer with the teacher concerning this evaluation. The teacher shall acknowledge receipt of the evaluation by signing the original copy. A duplicate copy shall be furnished to the teacher at the time of the evaluation.
- F. Each tenure teacher shall be evaluated once every three (3) years unless he/she received one (1) or more unsatisfactory (u) ratings on his/her previous evaluation. It is further agreed that:
1. Administrators will determine the initial rotation cycle (approximately 33% per year) for evaluation of teachers in their building.
  2. A probationary teacher moving to tenure status shall be evaluated their first year on tenure.
  3. A teacher who received tenure in Forest Hills and returns from a year's leave of absence or is rehired to work in the district, will be evaluated their first year back.
  4. A tenure teacher who transfers to a new teaching assignment shall not be evaluated during the first year of the new assignment except as stipulated in F, 2 and F, 9.
  5. During the year that a tenured teacher is evaluated, he/she shall have at least two (2) formal classroom observations of no less than twenty (20) consecutive minutes. The final observation shall be conducted no later than May 15 of the year of evaluation.

6.	If the evaluation process (final evaluation and conference between the administrator and the teacher) is not completed by May 15, the administrator shall notify the teacher and the assistant superintendent for personnel, in writing, concerning the reason for the late evaluation and the anticipated completion date.	1 2 3 4 5
7.	During the two (2) years that a tenure teacher is not scheduled for evaluation, he/she is encouraged to participate in professional development activities designed to improve instruction. Administrators may continue to make classroom visitations and provide informal verbal and/or written feedback.	6 7 8 9 10
8.	A formal evaluation of a teacher who is retiring during or at the end of the school year when evaluation is scheduled is optional and may be set aside by mutual agreement between the administrator and teacher.	11 12 13 14
9.	The Board shall at all times retain its right and responsibility to intervene for just cause if a problem arises during the year and develop an IDP.	15 16 17
G.	Each formal observation shall be summarized in writing on the observation worksheet with a copy signed by the teacher and administrator within fifteen (15) workdays of the observation; the teacher shall receive a copy of the completed observation worksheet.	18 19 20 21
H.	Each written evaluation of a teacher shall be followed by a personal conference between the teacher and his/her evaluator for purposes of clarifying the written evaluation report. If the teacher disagrees with an evaluation, he/she may submit a written answer which shall be attached to the file copy of the evaluation in question and/or submit any complaints through the grievance procedure. In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.	22 23 24 25 26 27 28 29
	Within fifteenth (15) workdays thereafter, the teacher may file with the superintendent an answer to the evaluation statement with a copy to the principal involved. Before making his/her recommendation to the Board with respect to such teacher, the superintendent may arrange a conference with the teacher.	30 31 32 33 34
I.	It is understood that evaluation criteria and procedures used under this Article will be established in the following manner. An evaluation committee composed of eight (8) members, four (4) to be appointed by the Association and four (4) to be appointed by the administration, will reach mutual agreement upon evaluation criteria and procedures to be used in connection with evaluation. The evaluation plan as agreed upon by the committee will be submitted to the superintendent for presentation to the Board for its action. No teacher shall be evaluated in a class he/she is not qualified to teach.	35 36 37 38 39 40 41 42 43

- All forms, guides and procedures as agreed to by the Evaluation Committee shall either become a part of this Master Agreement and included in the appendix or shall be presented to the individual teacher by September 15. The evaluation tools used by special services staff shall reflect the unique nature of their assignment. It shall be the administrator's responsibility to document the teacher's receipt of same.
- J. The Board and the Association realize that a new teacher may need help and orientation to be an effective teacher in Forest Hills. It is acceptable for a principal to assign a mentor teacher to a probationary teacher. Mentor teacher's participation shall be voluntary. The principal shall give specific goals and concrete suggestions as to where the probationary teacher needs help and guidance. This assignment must meet with the approval of the two (2) teachers involved. The mentor teacher will serve in an advisory capacity only and it is specifically understood that mentor teachers are to be excluded from the formal evaluation process for the probationary teacher and shall not be asked or required to provide information related to same.
- K. Teachers who have ancillary assignments (content coordinator, team leader, department chairperson, etc.) are to be excluded from the formal evaluation process of other teachers and they shall not be asked or required to provide information related to same.
- L. Test results of academic progress of students shall not be used in the evaluation of the quality of a teacher's service or fitness for retention.
- M. All administrators involved in observations and evaluations will receive inservice training, established by the central office administration, in the techniques and criteria to be used.

#### ARTICLE XIV

#### GRIEVANCE PROCEDURES

- A. Any teacher or group of teachers believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or of any rule, order or regulation of the Board regarding wages, hours, terms or conditions of employment may take the following steps to implement the settlement of the alleged violation. All reference to this Article to principal shall also mean appropriate supervisor.

##### Step One

1. If, after meeting and discussing the alleged violation with the building principal, a satisfactory settlement cannot be concluded, the teacher or teachers may, within seven (7) workdays of the occurrence of the alleged violation, file a written grievance with the principal.



2.	Within ten (10) workdays of receipt of the written grievance, the principal shall meet with the Association representative in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. The principal's written answer shall be given within ten (10) workdays after such meeting.	1 2 3 4 5
3.	When the particular grievance arises in more than one (1) school building and the Association and the aggrieved teacher(s) believe the grievance has merit, the written grievance shall be filed with the superintendent at Step Two.	6 7 8 9
	<u>Step Two</u>	10
1.	If the meeting with the principal does not result in an agreement, and the Association and the aggrieved teacher(s) believe the grievance has merit, the grievance shall be transmitted, within ten (10) workdays after receipt of the principal's answer, to the superintendent by the Association president or his/her alternate.	11 12 13 14 15
2.	The superintendent shall hold either a formal or informal discussion with any or all parties involved. Within fifteen (15) workdays of receipt of the written grievance, he/she shall return the grievance to the Association president with his/her decision to approve or deny said grievance.	16 17 18 19 20
	<u>Step Three</u>	21
1.	If the decision of the superintendent is not satisfactory to the Association and the aggrieved teacher(s), the grievance may be submitted to arbitration by written notice given by the Association within fifteen (15) workdays after receipt of the decision. An impartial arbitrator shall be promptly selected by the parties to decide the matter. If the parties cannot agree as to the arbitrator, he/she shall be selected by the parties in accordance with the rules of the American Arbitration Association. The Association agrees to share equally in any filing fees. The power of the arbitrator shall be limited to the interpretation of application of the express terms of this Agreement and he/she shall have no power to alter, add to or subtract from the terms of this Agreement as written. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.	22 23 24 25 26 27 28 29 30 31 32 33 34 35 36
2.	No grievance shall be processed unless initiated or carried to the next step within the time provided herein or as extended by mutual agreement.	37 38 39
3.	The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.	40 41

B.	It is understood that a written grievance as required herein shall contain the following:	1 2
1.	It shall be signed by the grievant(s).	3
2.	It shall be specific.	4
3.	It shall contain a synopsis of the facts giving rise to the alleged violation.	5 6
4.	It shall cite the section of this Agreement alleged to have been violated or any rule, order or regulation of the Board alleged to have been violated.	7 8 9
5.	It shall contain the date of the alleged violation.	10
6.	It shall specify the relief requested.	11
	Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is consistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.	12 13 14 15 16
C.	For purposes of the grievance procedure only, when reference is made to workdays, they shall be counted beginning with the workday immediately following the alleged occurrence or violation; and shall also mean from the time teachers report in the morning until 5:30 p.m.	17 18 19 20

**ARTICLE XV**

**BOARD RIGHTS**

A.	In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Forest Hills School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law, including by way of illustration:	21 22 23 24 25 26
1.	The supervision, direction and control of the management and administration of the school system, its properties and facilities.	27 28
2.	The right to hire all employees and, subject to the provisions of the law, to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause and to promote and transfer employees as long as all such actions conform with the Tenure Act and other applicable Acts and the terms of this Agreement.	29 30 31 32 33 34

3.	The right to establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.	1 2 3 4
4.	The selection of textbooks, teaching materials and various teaching aids.	5 6
B.	The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.	7 8 9 10 11

**ARTICLE XVI**

**NEGOTIATION PROCEDURES**

A.	During the negotiations leading up to the Agreement, each party had the right to make proposals and bargain on all bargainable matters. This contract contains the entire Agreement of the parties. During its life, each party agrees that the other will not be required to engage in further bargaining on any matter, whether covered herein or not, except for matters which are subject to the grievance procedure as provided in Article XIV and as may be specified elsewhere in this Agreement.	12 13 14 15 16 17 18
B.	The parties mutually agree to the establishment of the Emerging Issues Committee composed of an equal number of voting members half of whom shall be appointed by the superintendent and half by the FHEA president. It is further agreed that:	19 20 21 22
1.	The scope of the committee shall be limited to the following instructional issues except as may be mutually agreed upon by the superintendent and the FHEA Executive Board.	23 24 25
a.	Two-way interactive TV beyond internal district application	26
b.	K-12 pilot classrooms	27
c.	K-12 altered planning time/instructional time	28
d.	Calendar changes as recommended by the Calendar Committee	29
2.	The committee shall be co-chaired by the parties.	30
3.	A simple majority of all voting members shall be required for approval.	31 32

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| 4. | Issues resulting in a tie vote shall be referred to the chief negotiators of the parties for resolution.   | 1<br>2   |
| 5. | All committee recommendations shall be subject to final approval by the Board and FHEA Executive Board.  | 3<br>4   |
| 6. | Unless altered by letter of agreement, the committee shall be authorized to commence upon ratification of this Agreement and shall terminate not later than August 28, 1998.   | 5<br>6<br>7  |
| C. | The parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of teachers no later than May 1 preceding the expiration of this agreement.  | 8<br>9<br>10   |
| D. | A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any grievance shall be released from regular duties without loss of salary or sick leave when such meeting is held during the school day at the request of the Board, administration, arbitrator or public authority.   | 11<br>12<br>13<br>14<br>15                                     |
| E. | The Board recognizes that issuance of contracts or letters of intent may have detrimental effect on negotiations with the Association. To facilitate the renegotiation of this Agreement and the professional compensation schedule as provided in Article XXII, the Board agrees that it will not, without the consent of the Association, issue teaching contracts or notices of intent to teachers then in the school system while such negotiations are being carried on. The Board, however, may issue contracts to new teachers not then under contract. The Association will in no way interfere with the Board's replacement of teachers who wish to leave the school system and will inform the Board of any vacancies it knows will be created by intended resignations. | 16<br>17<br>18<br>19<br>20<br>21<br>22<br>23<br>24<br>25<br>26 |

ARTICLE XVII

PROVISIONS FOR CONTINUOUS EDUCATION

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|----|--|----------------------------|
|    | The Board, Association and each teacher recognize that their primary responsibility is to the children of the district and declare that their mutual object is to provide these children with a proper education to that end:  | 27<br>28<br>29<br>30       |
| A. | The Association and its members agree that they will not cause, permit or take part in any interruption or disturbance of or interference with the continuous normal education of such children by concerted activity or otherwise.  | 31<br>32<br>33<br>34       |
| B. | The Board, Association and each teacher agree that any difference of opinion or dispute which there may be between or among themselves will be resolved by the methods provided herein, including arbitration where authorized, and not allowed to affect in any way the normal education afforded the children of the district. | 35<br>36<br>37<br>38<br>39 |

ARTICLE XVIII

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Article XXII, Sections A, B and C which are attached to and incorporated in this Agreement. 1  
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- B. The salary schedule is based on a weekly teaching load as defined in this contract. 4  
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ARTICLE XIX

MISCELLANEOUS PROVISIONS

- A. The Association and Board pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, handicap or national origin and to seek or achieve full equality of educational opportunity to all pupils as provided in State and Federal statutes as well as the State and Federal constitutions. 6  
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- B. The Board agrees at all times to maintain a list of available substitute teachers. Teachers shall be informed of a telephone number they may call to report unavailability for work. Unavailability must be reported at the earliest possible time in order that a substitute may be found and in any event before 6:00 a.m. for high school and middle school teachers and 6:45 a.m. for elementary school teachers on the day of absence. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Teachers are responsible for planning instruction on the days when they are absent. 12  
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- C. No polygraph or lie detector device shall be used in any investigation of any teacher by the Board or agents representing the Board. 21  
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- D. This Agreement shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any contract with individual teachers heretofore in effect. All future contracts with teachers shall be subject to the terms of this Agreement. The provisions of this Agreement shall be part of the established policies of the Board. 23  
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- E. The conditions which follow shall govern teacher participation in any and all plans, programs or projects included in the terms site-based decision making, building-based decision making, school improvement, effective schools and all other similar descriptions: 30  
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1. Teacher participation is voluntary. 34

2. Participation or nonparticipation shall not be used as a criterion for evaluations, discipline or discharge. 1  
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3. Teacher positions on the District K-12 Instructional Council, building decision making groups and all similar groups shall be filled by an election process conducted by the Association. In those cases where there are no candidates, the position shall be filled by mutual agreement of the building principal and building FHEA representative(s). 3  
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4. The Master Agreement may not be modified in whole or in part inclusive of any consideration of past practice, except by mutual, written agreement by the Board and Association. 9  
10  
H
5. Upon written notice, the Board and Association reserve the right to unilaterally terminate their involvement in said process. 12  
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- F. Copies of this Agreement shall be prepared at the expense of the Board and presented to all teachers now and hereafter employed by the Board. Distribution shall occur either by the first workday of the new contract or within fifteen (15) workdays of the completion of the ratification process. 14  
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- G. If any provision of this Agreement or any application of the Agreement to any teacher shall be contrary to law, then such provision or application shall be deemed invalid and nonsubsisting except to the extent permitted by law, but all other provisions or applications hereof shall continue in full force and effect. 19  
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- H. No teacher shall be asked to substitute for another teacher during a conference period or other free time unless necessary. When necessary, he/she shall be compensated at the rate of \$15.25\* per teaching period or part thereof. No teacher will be asked not to accept the extra compensation, but may voluntarily choose to do so. 24  
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- I. Student teacher placement shall be coordinated through the personnel office. Supervising teachers may accept up to one (1) student teacher per year on a voluntary basis. Each supervising teacher shall receive from the Board the equivalent stipend amount, if any, received from the university. 29  
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- J. Any materials prepared by an employee in the course of his/her assignment shall become the property of the Board for use in this school system. No syndication or sale of this material may be made without the express release of the creator and the Board. The development of materials by committee in which there is no creator shall become the property of the Board. 34  
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\* 1996-97 - \$15.50  
1997-98 - To be negotiated

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ARTICLE XX

EMPLOYEE BENEFITS

It shall be the responsibility of the employee to make signed application for all benefits to which he/she is entitled. The Board will not be responsible for retroactive premiums or annuity payments because of failure by the employee to complete forms in a timely manner. An open enrollment period for health insurance shall be provided annually during the month of September.

Changes in family status shall be reported by the employee, in writing, to the personnel office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply.

The parties understand and agree that beginning with the 1995-96 school year, the Board may be required by applicable State law to bid health insurance in order to receive or maintain a full foundation grant. In that event, the Board will bid the health insurance benefits as stated in the current Master Agreement, equal to or better than existing carrier and program, but the Board will not be obligated to provide such benefits via the carrier(s) stated in the current Master Agreement. However, the Board will bargain with the Association concerning the implementation of any change in carrier(s) as the result of such bid.

A. The Board will pay 100% toward MESSA Super Care I health and medical insurance during the life of this contract for the teacher and dependents. Dependents shall be spouse and natural born or legally adopted children who qualify as dependents with the Internal Revenue Service.

B. The Board will pay 100% of the MESSA Delta Dental Plan A, with Delta 006 orthodontics rider.

C. The Board will pay the cost of vision care insurance, The coverage will be MESSA VSP-3.

D. The Board will pay the cost of providing \$20,000 term life insurance for each teacher in accordance with terms of the master insurance policy.

E. At the time of retirement, the Board will pay for fifty (50) sick leave days at the following rate based on accumulation of sick leave days:

- \$35 for having accumulated 100-125 sick leave days
- \$40 for having accumulated 126-150 sick leave days
- \$50 for having accumulated 151-175 sick leave days
- \$60 for having accumulated 176-200 sick leave days
- \$70 for having accumulated 201-225 sick leave days
- \$80 for having accumulated 225+ sick leave days

F.	TB exams shall be paid by the Board at the required intervals specified by law up to the amount charged by the Kent County Health Association.	1 2
G.	The Board will pay 50% of the cost of any Board approved stop smoking program. Teachers who by their signature affirm that they have remained "smoke free" for one (1) year following the completion of said program shall be reimbursed the remaining 50% of program cost.	3 4 5 6
H.	Teachers who are assigned to travel between schools during a teaching day or who are asked to use their cars for official school business will be paid the IRS mileage rate as announced.	7 8 9
I.	The Board will pay the cost of long term disability insurance at 66 2/3% of qualified salary to a monthly maximum of \$3,000. The coverage is to begin after a ninety (90) calendar day waiting period and with the negotiated health coverage as a non-deductible benefit, not to exceed twenty-four (24) consecutive months.	10 11 12 13 14
J.	In the event a teacher's employment is terminated or he/she goes on unpaid leave or resigns during the school year, the Board will pay a prorata share of the annual twelve (12) month insurance premium cost, based on the percentage of the 186 workdays actually worked by the teacher during that school year, the applicable provisions of the Family Medical Act 1993, and this Agreement.	15 16 17 18 19 20
K.	The Board will prorate the fringe benefits for all teachers contracted for less than a full time position.	21 22
L.	All employees covered by this Agreement will have the option to substitute health coverage at the existing defined single subscriber rate, as defined in Section A, for an annuity from any of the Board approved plans.	23 24 25 26
M.	All employees covered by this agreement may sign and deliver to the Board at no cost to the employee an assignment authorizing payroll deduction for a tax sheltered annuity through a Board approved vender.	27 28 29
N.	All employees covered by this Agreement will have the opportunity to establish a dependent care flexible spending account as part of the Forest Hills Public Schools Dependent Care Assistance Plan.	30 31 32

**ARTICLE XXI**

**EARLY RETIREMENT INCENTIVE**

A.	Any teacher who applies for early retirement must meet the following conditions at the time of such application:	33 34
1.	Be at the top of any column of the salary schedule, exclusive of longevity.	35 36



2.	Be employed at least ten (10) years in the Forest Hills Public Schools.	1 2
3.	Show evidence that application for benefits under the Michigan Public Employees Retirement System has been made.	3 4
4.	Notify the superintendent no later than April 30 of intent to retire at the conclusion of the current school year or prior to January 1 of the following school year.	5 6 7
B.	The teacher shall be eligible to receive the following benefits which are intended to serve as a supplement to social security:	8 9
1.	The Board shall pay the teacher \$3,000 thirty (30) days after the teacher's last workday and \$1,000 each year thereafter on the same date for the next ten (10) years including the year in which the teacher reaches age sixty-five (65). In no case will this sum be paid for more than ten (10) years, or be paid in any year after the year in which the teacher reaches sixty-five (65).	10 11 12 13 14 15
2.	The Board will provide a stipend of \$500 annually in lieu of continuation of fringe benefits as specified in the Master Agreement. This will be paid under the same time schedule and conditions as above.	16 17 18 19
3.	Given the fact that these benefits are viewed as taxable income by the IRA, taxes on the total amount of the Early Retirement Incentive must be paid up front, as part of the initial benefit distribution. The total amount of the benefit will be calculated, taxed at the appropriate rate (approximately 20%), and the total tax liability will be withheld from the first distribution. If necessary, to pay the tax liability in the initial year, the remaining benefit distributions will be pro-rated or reduced as necessary, to cover the taxes due in the first payout.	20 21 22 23 24 25 26 27 28
	The benefits set above shall terminate in February or June of the year the teacher reaches age sixty-five (65), or accepts unemployment compensation through Forest Hills Public Schools.	29 30 31

ARTICLE XXII

SALARY SCHEDULE AND CONDITIONS

A.	1995-96 salary schedule - 186 days - 2% increase on base (see page 38)	32
B.	1996-97 salary schedule - 186 days - 2% increase on base (see page 39)	33
C.	1997-98 salary to be negotiated.	34

**ARTICLE XXII - SALARY SCHEDULES AND CONDITIONS**

**Section A - 1995-96 salary schedule - 186 days - 2% increase on base**

Step	BA(A)		MA(B)		MA+15(C)		MA+30 (D)		MA+45 (E)	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1	1.00	\$28,710	1.10	\$31,581	1.15	\$33,017	1.20	\$34,452	1.25	\$35,888
2	1.05	\$30,146	1.15	\$33,017	1.20	\$34,452	1.25	\$35,888	1.30	\$37,323
3	1.10	\$31,581	1.22	\$35,026	1.25	\$35,888	1.30	\$37,323	1.35	\$38,759
4	1.15	\$33,017	1.26	\$36,175	1.31	\$37,610	1.36	\$39,046	1.41	\$40,481
5	1.22	\$35,026	1.32	\$37,897	1.37	\$39,333	1.42	\$40,768	1.47	\$42,204
6	1.28	\$36,749	1.39	\$39,907	1.44	\$41,342	1.49	\$42,778	1.54	\$44,213
7	1.34	\$38,471	1.46	\$41,917	1.51	\$43,352	1.56	\$44,788	1.61	\$46,223
8	1.39	\$39,907	1.53	\$43,926	1.58	\$45,362	1.63	\$46,797	1.68	\$48,233
9	1.44	\$41,342	1.61	\$46,223	1.66	\$47,659	1.71	\$49,094	1.76	\$50,530
10	1.49	\$42,778	1.67	\$47,946	1.72	\$49,381	1.77	\$50,817	1.82	\$52,252
11	1.55	\$44,501	1.74	\$49,955	1.79	\$51,391	1.84	\$52,826	1.89	\$54,262
12			1.81	\$51,965	1.87	\$53,688	1.92	\$55,123	1.97	\$56,559
16	1.61	\$46,223	1.86	\$53,401	1.93	\$55,410	1.98	\$56,846	2.03	\$58,281
21	1.67	\$47,946	1.91	\$54,836	1.99	\$57,133	2.04	\$58,568	2.09	\$60,004
26	1.73	\$49,668	1.96	\$56,272	2.05	\$58,856	2.10	\$60,291	2.15	\$61,727
28	1.78	\$51,104	2.01	\$57,707	2.10	\$60,291	2.15	\$61,727	2.20	\$63,162

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**ARTICLE XXII - SALARY SCHEDULES AND CONDITIONS**

**Section B -1996-97 salary schedule -186 days - 2% increase on base**

<b>Step</b>	<b>BA (A)</b>		<b>MA (B)</b>		<b>MA+15 (C)</b>		<b>MA+30 (D)</b>		<b>MA+45 (E)</b>	
	<b>Index</b>	<b>Salary</b>	<b>Index</b>	<b>Salary</b>	<b>Index</b>	<b>Salary</b>	<b>Index</b>	<b>Salary</b>	<b>Index</b>	<b>Salary</b>
<b>1</b>	1.00	\$29,284	1.10	\$32,212	1.15	\$33,677	1.20	\$35,141	1.25	\$36,605
<b>2</b>	1.05	\$30,748	1.15	\$33,677	1.20	\$35,141	1.25	\$36,605	1.30	\$38,069
<b>3</b>	1.10	\$32,212	1.22	\$35,726	1.25	\$36,605	1.30	\$38,069	1.35	\$39,533
<b>4</b>	1.15	\$33,677	1.26	\$36,898	1.31	\$38,362	1.36	\$39,826	1.41	\$41,290
<b>5</b>	1.22	\$35,726	1.32	\$38,655	1.37	\$40,119	1.42	\$41,583	1.47	\$43,047
<b>6</b>	1.28	\$37,484	1.39	\$40,705	1.44	\$42,169	1.49	\$43,633	1.54	\$45,097
<b>7</b>	1.34	\$39,241	1.46	\$42,755	1.51	\$44,219	1.56	\$45,683	1.61	\$47,147
<b>8</b>	1.39	\$40,705	1.53	\$44,805	1.58	\$46,269	1.63	\$47,733	1.68	\$49,197
<b>9</b>	1.44	\$42,169	1.61	\$47,147	1.66	\$48,611	1.71	\$50,076	1.76	\$51,540
<b>10</b>	1.49	\$43,633	1.67	\$48,904	<b>1.72</b>	\$50,368	1.77	\$51,833	1.82	\$53,297
<b>11</b>	1.55	\$45,390	1.74	\$50,954	1.79	\$52,418	1.84	\$53,883	1.89	\$55,347
<b>12</b>			1.81	\$53,004	1.87	\$54,761	1.92	\$56,225	1.97	\$57,689
<b>16</b>	1.61	\$47,147	1.86	\$54,468	1.93	\$56,518	1.98	\$57,982	2.03	\$59,447
<b>21</b>	1.67	\$48,904	1.91	\$55,932	1.99	\$58,275	2.04	\$59,739	2.09	\$61,204
<b>26</b>	1.73	\$50,661	1.96	\$57,397	2.05	\$60,032	2.10	\$61,496	2.15	\$62,961
<b>28</b>	1.78	\$52,126	2.01	\$58,861	2.10	\$61,496	2.15	\$62,961	2.20	\$64,425

- D. Only those teachers with a bachelors degree and a permanent certificate, continuing certificate, professional education certificate or life certificate and five (5) years of teaching during the last five (5) years will progress past the fifth step on the bachelor degree schedule. A teacher who receives a professional education certificate during the year will have he/her salary adjusted according to the following conditions. 1  
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6
1. If said teacher has taught in Forest Hills for three (3) years and has delivered a letter to the administration office from an accredited Michigan college or university indicating that said teacher has completed all necessary academic requirement for a professional education certification during the year, he/she will be placed on the appropriate step. 7  
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9  
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  2. If said teacher has performed all or a portion of the necessary three (3) years of teaching experience outside Forest Hills, he/she will have the salary adjusted to the appropriate step following the filing or submission of a professional education certificate in the administration office. 13  
14  
15  
16  
17
  3. Three (3) CEU's will be equivalent to one (1) semester hour based on the formula that ten (10) contract hours equals one (1) CEU. 18  
19
- E. To qualify for placement on the masters degree salary schedule, a teacher must earn a masters degree from an accredited college or university. Staff who receive prior written approval from their immediate supervisor and the assistant superintendent for personnel shall, upon completion of the agreed upon program, receive a \$500 stipend from the Board. 20  
21  
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- F. MA+15 - To qualify for placement on the MA+15 salary schedule, a teacher must have earned fifteen (15) semester hours beyond the issuance of a masters degree. Fifteen (15) semester hours of the total graduate credit must be in the teaching major, teaching minor, teaching assignment or courses approved, in writing, by the teacher's principal. 25  
26  
27  
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29
- G. MA+30 - A teacher must have earned thirty (30) semester hours beyond the issuance of a masters degree. Thirty (30) semester hours of the total graduate credit must be in the teaching major, teaching minor, teaching assignment or courses approved, in writing, by the teacher's principal. 30  
31  
32  
33
- H. MA+45 - A teacher must have earned forty-five (45) semester hours beyond the issuance of a masters degree. Forty-five (45) semester hours of the total graduate credit must be in the teaching major, teaching minor, teaching assignment or courses approved, in writing, by the teacher's principal. 34  
35  
36  
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38
- I. Experience from outside systems can be credited at employing official's discretion with no limit. 39  
40

J.	Credit shall also be given on the salary schedule beyond the issuance of a masters degree under the following conditions:	1 2
1.	Undergraduate courses may be credited upon prior written approval from the assistant superintendent for personnel.	3 4
2.	Continuing education units (CEU) credit shall be given for salary schedule advancement if:	5 6
a.	The workshop/class has been certified as meeting CEU criteria by the Kent Intermediate School District (KISD) or the Forest Hills Superintendent of Schools.	7 8 9
b.	A CEU certificate of completion is sent to the personnel office indicating the date, workshop topic or class, the number of CEU credits and an authorized signature.	10 11 12
c.	The teacher's participation in the workshop/class for CEU credit will be during non-contract work hours.	13 14
d.	A staff member cannot receive both college credit (graduate or undergraduate) and CEU credit.	15 16
K.	Any teacher contracted for less than a full time position will receive credit for one (1) step on the salary schedule for each year worked.	17 18
L.	Credit for military or Peace Corps experience shall be given on the salary schedule as follows:	19 20
1.	One (1) year of credit for nine (9) months of consecutive service.	21
2.	Two (2) years of credit for twenty-one (21) or more months of consecutive service.	22 23
	In no instance shall more than two (2) years credit on the salary schedule be given.	24 25
M.	A teacher will be moved from one position of the salary schedule to another only during the school year. All moves shall be handled by a written request from the teacher to the assistant superintendent for personnel and be followed by an official transcript. The pay change will be effective the first Monday of the pay period following the receipt of letter to the assistant superintendent for personnel. Due to procedural delays, the actual pay check reflecting the increase may not occur until the second pay date following the receipt of letter by the assistant superintendent for personnel.	26 27 28 29 30 31 32 33 34

- N. A longevity increase shall be reflected in the index at the 16th, 21st, 26th and 28th step for all qualified teachers. Longevity shall be computed on the basis of the number of years credit given at the time of initial employment at Forest Hills plus years of service completed since initial employment. No one will be placed on longevity pay or advanced onto the next longevity step unless he/she has earned twenty (20) semester hours or thirty (30) term hours of credit since receiving a bachelors degree. 1  
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- O. A teacher requested by the Board to work in his/her regular assignment beyond the contracted number of days shall be offered an extended contract and compensated at the scheduled per diem rate. Compensation for weeks worked after July 1 shall be at the new rate. 9  
10  
11  
12
- P. If a teacher accepts an additional teaching period, the extra compensation shall be calculated as follows: 13  
14
- 6 period day - 1/5 additional contract sum 15  
7 period day - 1/6 additional contract sum 16

**ARTICLE XXIII**

**SUPPLEMENTAL CONTRACT SCHEDULE AND CONDITIONS**

A. The following is a schedule based on beginning BA degree salaries for the indicated special activity which takes place outside the teaching day. Credit may be given at the employing official's discretion for experience in same assignment in another school system or for a subordinate assignment in the same activity within the Forest Hills system. 17  
18  
19  
20  
21

B. YEARS EXPERIENCE IN ASSIGNMENT 22

<u>ASSIGNMENT</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	
Head basketball	13.50%	14.375%	15.25%	17.00%	18.00%	24
Head football	13.50	14.375	15.25	17.00	18.00	25
Head hockey	13.00	13.50	14.00	14.50	15.00	26
Head swimming	13.00	13.50	14.00	14.50	15.00	27
Head volleyball	13.00	13.50	14.00	14.50	15.00	28
Head wrestling	13.00	13.50	14.00	14.50	15.00	29
Head baseball	11.00	11.50	12.00	12.50	13.00	30
Head soccer	11.00	11.50	12.00	12.50	13.00	31
Head Softball	11.00	11.50	12.00	12.50	13.00	32
Head track	11.00	11.50	12.00	12.50	13.00	33
Head cross country	8.00	8.50	9.00	9.50	11.00	34
Head golf	8.00	8.50	9.00	9.50	11.00	35
Head tennis	8.00	8.50	9.00	9.50	11.00	36

ASSIGNMENT	YEARS EXPERIENCE IN ASSIGNMENT					1
	1	2	3	4	5	1
Head skiing	8.00%	8.50%	9.00%	9.50%	10.00%	2
Assistant basketball	9.50	10.00	10.50	11.00	11.50	3
Assistant football*	9.50*	10.00*	10.50*	11.00*	11.50*	4
Assistant swimming	7.75	8.25	8.75	9.25	9.75	5
Assistant volleyball	7.75	8.25	8.75	9.25	9.75	6
Assistant wrestling	7.75	8.25	8.75	9.25	9.75	7
Assistant baseball	6.75	7.25	7.75	8.25	9.25	8
Assistant softball	6.75	7.25	7.75	8.25	9.25	9
Assistant track	6.75	7.25	7.75	8.25	9.25	10
Assistant soccer	6.00	6.50	7.00	7.50	8.00	11
Assistant golf	6.00	6.50	7.00	7.50	8.00	12
Assistant tennis	6.00	6.50	7.00	7.50	8.00	13
Asst. cross country	5.00	5.50	6.00	6.50	7.00	14
Head cheerleaders - fall	5.00	5.50	6.00	6.50	7.00	15
Head pom pon - fall	5.00	5.50	6.00	6.50	7.00	16
Head cheerleaders - winter	5.50	6.50	7.00	7.50	8.00	18
Head pom pon - winter	5.50	6.50	7.00	7.50	8.00	19
Asst. cheerleaders - fall	3.50	4.00	4.50	5.00	5.50	21
Asst. cheerleaders - winter	4.50	5.00	5.50	6.00	6.50	22
MS event coordinator	15.00	15.50	16.00	16.50	17.00	23
MS basketball	4.50	5.00	5.50	6.00	7.75	24
MS volleyball	4.50	5.00	5.50	6.00	7.75	25
MS track	4.50	5.00	5.50	6.00	6.50	26
Special Olympics	2.50	3.00	3.50	4.00	4.50	27

\* Assistant football compensation will be recommended by the head coach based on assignment, including off-season supervision of conditioning activities. Recommendations will be approved by the athletic director and assistant superintendent for personnel. The total compensation for football assistant positions will not exceed eight (&) positions per high school.

ASSIGNMENT	YEARS EXPERIENCE IN ASSIGNMENT					1
	1	2	3	4	5	2
HS band director	10.50%	11.00%	11.50%	12.00%	12.50%	3
without double prep	13.50	14.50	15.50	16.50	17.50	4
HS orchestra dir.	6.50	7.00	7.50	8.00	8.50	5
HS choir	6.50	7.00	7.50	8.00	8.50	6
MS band director	6.50	7.00	7.50	8.00	8.50	7
MS orchestra dir.	2.50	3.00	3.50	4.00	4.50	8
MS choir	2.50	3.00	3.50	4.00	4.50	9
Debate coach	5.50	6.50	7.00	7.50	8.00	10
Forensics coach	4.50	5.00	5.50	6.00	6.50	11
Science Olympiad coach (2)	4.50	5.00	5.50	6.00	6.50	12
HS Musical director	11.00	11.50	12.00	12.50	13.00	13
HS Play director	6.75	7.25	7.75	8.25	8.75	14
HS Variety show director	6.75	7.25	7.75	8.25	8.75	15
C. Teachers contracted for extra duty that is reasonable in character may receive pay for that assignment under one of the following options:						16
1. In a lump sum at the end of the assignment.						17
2. Spread over the duration of the assignment.						18
3. Separate check - December or June.						19
D. Supplemental contracts are invalid if not signed and returned fourteen (14) days after being received. This time may be extended by discretion of the superintendent.						20
E. The following positions are to be reimbursed upon the following percentage of the base:						21
						22
						23
						24
						25
						26
POSITION				% of BASE		
Elementary student council				1.50%		27
MS student council advisor				3.50		28
HS student council advisor				4.50		29
HS national honor society advisor				3.00		30
Freshman and sophomore class sponsors				2.50		31
Junior class sponsors (2)				3.75		32
Senior class sponsors (1.5)				4.50		33
						34



POSITION	% of BASE	
		1
Substance abuse prevention advisor		2
- Bldg. level	3.00%	3
Substance abuse prevention coordinator		4
- District	7.50	5
Odyssey of the Mind - without class (2)	4.50	6
MS BacStop/outdoor education	1.50	7
HS Ski club advisor	.50	8
MS Ski club advisor		9
(2 if over 150 students)	3.00	10
HS yearbook advisor - with class	3.50	11
- without class	7.00	12
MS yearbook advisor - with class	1.50	13
- without class	3.00	14
Elementary yearbook advisor	1.25	15
HS newspaper advisor - with class	2.50	16
- without class	5.00	17
MS newspaper advisor	1.50	18
Elementary newspaper advisor	1.00	19
Band camp	2.50	20
Flag corp	2.50	21
Marching band assistant		22
(over 100 students)	2.50	23
Elementary music production		24
(3 to 4 productions)	2.75	25
MS play director	4.50	26
MS variety show director	4.50	27
Or. class variety show director	2.75	28
HS play/musical/variety show support staff	2.75	29
Maximum total of 12 positions per school		30
to be divided between the productions.		31
Any additional positions must be funded		32
from proceeds and pre-approved by		33
building principal and assistant		34
superintendent for personnel.		35
MS play/variety show support staff	2.75	36
Maximum of 6 positions per school to be		37
divided up between the productions.		38
Elementary teacher-in-charge	3.00	39
Auditorium supervisor	9.00*	40
(depending on job description)		41

<u>POSITION</u>	<u>% of BASE</u>	1
Drivers education program director	13.75%	2
F. Heads of departments will be paid the following: (12 per building)		3
1. HS departments with less than		4
eight (8) staff members	3.00%	5
2. HS departments with eight (8)		6
or more staff members	5.00	7
3. MS department chairs (5 per building)	4.00	8
4. Elementary department chairs		9
(2 per building)	4.00	10
5. MS team leaders	6.00	11
G. Scheduled supplemental contracts will be issued to director of full		12
length dramatic and musical productions when approved by the Board.		13
Approval is to be received prior to discussing the activity with the		14
students.		15
H. Work performed under a supplemental contract is not subject to tenure and		16
assignment of individual teachers to such duties is discretionary with		17
the Board.		18
I. The fulfillment of these contracts can be in addition to the workday as		19
defined in Article IX, Section A.		20
J. The Board has the right to establish additional positions and issue		21
payment on supplemental contracts for such positions during the term of		22
this Agreement, and shall inform the Association president and chief		23
negotiator.		24
K. Via a mutually established and agreed upon process, regular education		25
teaching staff who are assigned a LRE student(s) as defined in Article V,		26
Section C, shall be compensated on a prorata basis up to 3% of BA step 1,		27
provided that a written request for compensation inclusive of the		28
student(s) name(s) is made in a timely manner to the director of student		29
services. Said compensation shall be made by June 30 of the school year		30
upon approval of the superintendent. Given the evolving nature of this		31
issue and the setting of precedence, the "mutually agreed upon process"		32
shall be a case by case consideration by the negotiators for the Board		33
and Association. Pro-rata basis shall refer to the teaching year or		34
portion thereof as well as the number of regular education core		35
curriculum teachers.		36

- L. A committee composed of three (3) administrators and three (3) teachers shall meet during the final year of the contract for the purpose of studying and making written recommendations to the Board and Association negotiation teams relative to all areas of the supplemental contract. The committee shall meet by the last school day of October and its report shall be completed by May 1 of that school year. Committee recommendations shall not be binding.
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**ARTICLE XXIV .**

**GENERAL CONDITIONS OF ADDITIONAL EMPLOYMENT**

- A. The Board and Association do mutually understand and agree without precedent or prejudice to any future negotiations and specifically as may be related to any consideration of extension or significant restructuring of the current work year, calendar or schedule that the following conditions of employment shall apply to the above cited portions of the current Master Agreement:
  - 8
  - 9
  - 10
  - H
  - 12
  - 13
- 1. Staff who by past practice and/or nature of their teaching assignment have been requested by the Board to work in his/her regular assignment beyond the contracted number of days shall be offered an extended contract and compensated at their schedule per diem rate. Compensation for time worked after July 1 shall be at the new rate.
  - 14
  - 15
  - 16
  - 17
  - 18
  - 19

5/5 = 5 hrs. of instruction/1 workday/1/186 current per diem 20
- 2. Staff employed in summer school programs offering K-8 developmental or remedial instruction in reading and math or any 9-12 course of instruction resulting in transcript credit shall be compensated at the current BA step 1 per diem rate or hourly portion thereof rounded to the nearest quarter hour. Compensation for time worked after July 1 shall be at the new rate.
  - 21
  - 22
  - 23
  - 24
  - 25
  - 26

5/5 = 5 hrs. of instruction 1 workday/1/186 current BA step 1 27
- 3. Classes or programs offered outside the normal work year or schedule shall not result in the reduction of current teacher FTE.
  - 28
  - 29
- 4. Employment shall be voluntary and not subject to tenure.
  - 30
- 5. Employment shall be posted and limited to current Association members except in those situations where:
  - 31
  - 32
  - a. There exists no certified Association applicant.
    - 33
  - b. The applicant's current job assignment evaluation is less than satisfactory.
    - 34
    - 35

- c. The applicant's previous summer employment has been deemed to be unsatisfactory. 1  
2
- B. The Board and Association mutually agree, that given the unique nature of the driver education program and the shortage of qualified driver education teachers, the driver education pay schedules for 1995-1996 shall be: 3  
4  
5  
6

	<u>1ST YEAR</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	7
1995-96	\$16.75	\$17.75	\$18.75	8
1996-97	\$17.00	\$18.00	\$19.00	9
1997-98	To be negotiated -----			10

- C. The Board and Association do mutually agree that pay for teaching outside the regular contracted school year and not included in other sections of this Agreement, such as adult education, summer school enrichment and summer curriculum study committees, and beginning with the 1995-96 school year, shall be: 11  
12  
13  
14  
15

	<u>1ST YEAR</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	16
1995-96	\$13.25	\$14.25	\$15.25	17
1996-97	\$13.50	\$14.50	\$15.50	18
1997-98	To be negotiated -----			19

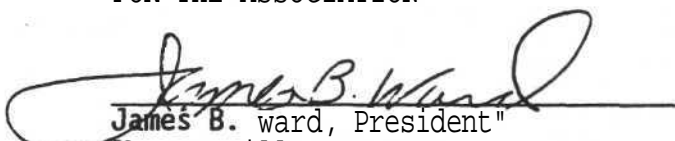
**ARTICLE XXV**

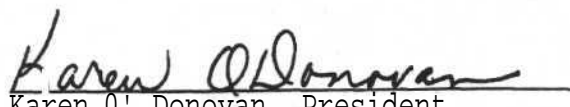
**DURATION**


This Agreement shall be effective from August 28, 1995 to August 28, 1998. 20  
This Agreement shall not be extended orally and it is expressly understood 21  
that it shall expire on the date indicated. 22

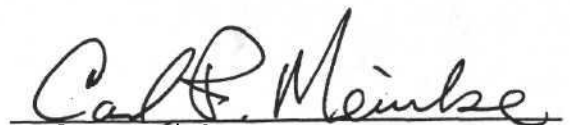
FOR THE ASSOCIATION:


FOR THE BOARD OF EDUCATION: 23


  
James B. Ward, President  
Forest Hills MEA-NEA  
District Association

  
Karen O'Donovan, President  
Forest Hills Public Schools  
Board of Education

  
Sharon A. Gage, Secretary  
Forest Hills MEA-NEA  
District Association

  
Carl F. Weinke, Secretary  
Forest Hills Public Schools  
Board of Education

  
William J. Eppinger  
Chief Negotiator  
Forest Hills MEA-NEA  
District Association

  
Linda Schmitt VanderJagt  
Chief Negotiator  
Forest Hills Public Schools  
Board of Education



FOREST HILLS PUBLIC SCHOOLS

PERSONAL LEAVE FORM

I request personal leave on \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

Please answer the following:

- Do you need a substitute? \_\_\_\_\_ YES \_\_\_\_\_ NO
- Subject/grade taught? \_\_\_\_\_
- Sub reporting time: \_\_\_\_\_
- Substitute preferred: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

signature \_\_\_\_\_ Date \_\_\_\_\_

Social Security # \_\_\_\_\_

Building \_\_\_\_\_

Supervisor's signature \_\_\_\_\_

Ass't. Superintendent for Personnel or Designee \_\_\_\_\_

Original - Payroll

Canary - Sub Caller

Plnk - Personnel

Gold - Employee/Supervisor

FOREST HILLS PUBLIC SCHOOLS  
GRAND RAPIDS, MICHIGAN

GUIDE FOR TEACHER EVALUATION

I. PURPOSE OF EVALUATION

- A. To communicate the criteria, standards and expectations of the organization
- B. To improve instruction
  - 1. By the administrator's evaluation of the teacher
  - 2. By conferences between the administrator and teacher to discuss specific suggestions for improvement of instruction
- C. To enable the administrator and teacher to agree on materials and techniques that will help achieve educational goals
  - 1. By evaluating teachers according to their ability to fulfill their teaching responsibilities
  - 2. By not holding a teacher accountable for aspects of a situation over which they have no control
- D. To provide a record of teacher performance (placed in the teacher's personnel file)

II. PROCEDURE FOR EVALUATION

- A. See Master Agreement for details. (Article XIII, page 25)
- B. Each new teacher is to receive a copy of the evaluation form and observation form and the guide for teacher evaluation at the beginning of the school year; a copy of the form and guide will be available to any other teacher upon request.
- C. Administrator's evaluation of teacher
  - 1. It is recommended that tenured teachers be rotated for evaluation when there are two (2) or more administrators in a building.
  - 2. Formal observations should be done in a manner which is least disruptive to the teaching/learning environment.
  - 3. Each formal observation shall be summarized in writing on the observation worksheet with copy signed by the teacher and administrator; the teacher shall receive a copy of the completed observation worksheet within fifteen (15) days.

4. A teacher-administrator conference after an observation is optional at the request of either the teacher or administrator within five (5) workdays of teacher receipt of the completed observation worksheet.
5. The written evaluation of the teacher shall be based upon the administrator's knowledge of the teacher's performance.
6. The items on the evaluation form may not be revised.
7. The administrator is urged to indicate to the teacher any concerns about performance which may lead to an N or U on the evaluation form well in advance of the written evaluation.
8. Recommendations made by the administrator for teacher improvement shall be reasonable and related to the educational process.
9. The administrator shall not evaluate the teacher in an aspect of his/her personal life unless it affects performance as a teacher.
10. The final evaluation shall include a conference between the administrator and teacher (Article XIII, page 26)
11. The teacher may write a response to the data and statements on the evaluation form; this should be done no later than fifteen (15) workdays after the evaluation conference.
12. Full-time non-classroom teachers in a coordinator's role will be evaluated in conjunction with their written job description and receive a written narrative evaluation.
13. Part-time coordinators will be evaluated once in their coordinator's role in conjunction with written job description and once in their classroom role.
14. Staff assigned between building shall have one (1) administrator designated as lead administrator (where teacher is assigned majority of time) who is responsible for the formal evaluation and conference. The other administrator is responsible for one observation and post observation conference. If both principals agree on the final evaluation, one form is sufficient; is not, the non-lead principal shall write an addendum and hold a separate conference with the teacher.

### III. TIMELINE FOR EVALUATION PROCESS

- A. The administrator will review the evaluation form, observation form and guide for teacher evaluation with teachers by September 15.

- B. The formal evaluation period may begin at anytime after evaluation form, and guide have been reviewed.

NOTE: Decisions of the Teacher Evaluation Committee regarding evaluation procedures will be posted in respective buildings when they are made during the school year, distributed to teachers at the beginning of the school year when the forms and guide are reviewed, and included in the printed Master Agreement at the next opportunity.

8/95



FOREST HILLS PUBLIC SCHOOLS  
Grand Rapids, Michigan

EVALUATION OF TEACHER PERFORMANCE

Name \_\_\_\_\_ School Year \_\_\_\_\_

Assignment \_\_\_\_\_ Location \_\_\_\_\_

Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Instruction: Place the proper letter in the space which best expresses your rating of the Individual.

Scale: S = Satisfactory  
N = Needs Improvement  
U = Unsatisfactory  
X = Not Observed

I. INSTRUCTIONAL SKILLS

- A. Demonstrates knowledge of subject area..... \_\_\_\_\_
- B. Shows evidence of dally lesson preparation and long range planning..... \_\_\_\_\_
- C. Uses curriculum guides, textbooks, and supplemental materials to enhance Instruction..... \_\_\_\_\_
- D. Provides for different learning styles by using a variety of materials, techniques and teaching strategies..... \_\_\_\_\_
- E. Evaluates student growth and achievement based on curriculum objectives and student's abilities..... \_\_\_\_\_
- F. Encourages problem solving and critical thinking skills..... \_\_\_\_\_
- G. Receptive to suggestions designed to Improve Instruction..... \_\_\_\_\_

Comments to support ratings given above: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

II. PH ATTdNSHFP WITH STUDENTS

- A. Maintains professional rapport with students..... \_\_\_\_\_
- B. Handles student discipline fairly and consistently..... \_\_\_\_\_
- C. Promotes an atmosphere of mutual respect in the classroom..... \_\_\_\_\_
- D. Informs students of expectations and progress..... \_\_\_\_\_
- E. Considers interests and needs of each student..... \_\_\_\_\_
- F. Supports and participates in student activities which are held during the school day..... \_\_\_\_\_

Comments to support ratings given above: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. Rp ATTONSHIP WITH PARENTS

- A. Maintains professional relationship between home and school.... \_\_\_\_\_
- B. Informs parents of student progress as needed through conferences, report cards, progress reports and/or phone calls..... \_\_\_\_\_
- C. Uses information about students to increase opportunities for learning..... \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IV. RELATIONSHIP WITH COLLEAGUES

- A. Maintains professional relationship with co-workers ..... \_\_\_\_\_
- B. Expresses own convictions but respects the rights of others to state their opinions ..... \_\_\_\_\_
- C. Participates in grade-level/department meetings, building meetings and other professional activities as required by contract ..... \_\_\_\_\_
- D. Utilizes curriculum specialists and student services personnel as needed ..... \_\_\_\_\_

Comments to support ratings given above: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

V. PROFESSIONAL BEHAVIORS

- A. Follows administrative policies **and** procedures ..... \_\_\_\_\_
- B. Handles attendance and grade reports, homeroom or classroom obligations as required ..... \_\_\_\_\_
- C. Maintains classroom appearance which enhances learning ..... \_\_\_\_\_
- D. Wears clothing appropriate for teaching situation (art, shop, physical education, outdoor education, etc.) ..... \_\_\_\_\_
- E. Demonstrates responsibility in use of school equipment ..... \_\_\_\_\_
- F. Shows reliability and punctuality ..... \_\_\_\_\_
- G. Uses language professionally suitable to the situation ..... \_\_\_\_\_
- H. Shows continuing professional growth ..... \_\_\_\_\_

Comments to support ratings given above: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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According to the legal mandate of the New Tenure Act (P.A. 59 of 1993, enacted 6-11-93) and by the authority of the district evaluation committee (Art. XIII, H.; p. 26), the attached Individualized Development Plan form is to be incorporated into our evaluation process and approved forms.

The I.D.P. should contain strengths, weaknesses, goals, and suggestions on ways to improve performance.

The I.D.P. is legally mandated for all probationary teachers. The I.D.P. is also legally mandated for tenured teachers who receive a less than satisfactory rating. Any tenured teacher who receives one or more "Unsatisfactory" will have an I.D.P. It is an administrative option to implement the I.D.P. for tenured teachers who received one or more "Needs Improvement" ratings.

If the administration does not initiate the I.D.P. for a tenured teacher, the teacher's performance is deemed to be satisfactory.

FOREST HILLS PUBLIC SCHOOLS  
TEACHER PERFORMANCE  
INDIVIDUALIZED DEVELOPMENT PLAN

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

Probationary Teacher \_\_\_\_\_ Tenured Teacher \_\_\_\_\_

STRENGTHS:            See evaluation form dated \_\_\_\_\_ (copy attached)

WEAKNESSES:        See evaluation form dated \_\_\_\_\_ (copy attached)

GOALS AND SUGGESTIONS ON WAYS TO IMPROVE PERFORMANCE

*Statements shall be written in the following manner: Reference to section and item in evaluation form, goal desired, and suggestions on ways to achieve goal.*

**Note:** Additional pages may be added to this form.

*Additional pages shall be labeled: IDP, name of teacher and date.*

**Teacher Acknowledgement Statement**

The district has sought my input in the development of this IDP. I understand that if there are items not included in this IDP that I think should be included, I can submit those items in writing within thirty (30) days of the date of this IDP.

Signatures:    Teacher \_\_\_\_\_ Date \_\_\_\_\_  
                  Administrator \_\_\_\_\_ Date \_\_\_\_\_  
                  Observer (if present) \_\_\_\_\_ Date \_\_\_\_\_

Copies: Teacher  
          Personnel File  
          Administrator

Forest Hills is an equal employment opportunity employer.

Any questions concerning Title VI and XI of the Education Amendments of 1972, which prohibits discrimination on the basis of sex, or inquiries related to section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap, should be directed to:

Kevin Konarska  
Assistant Superintendent of Personnel  
Forest Hills Public Schools  
6590 Cascade Road, S.E. • Grand Rapids, MI 49546  
(616) 285-8805

Forest Hills Public Schools  
Grand Rapids, Michigan  
Dr. J. Michael Washburn, Superintendent