

MASTER CONTRACT
FOREST AREA COMMUNITY SCHOOLS
AGREEMENT BETWEEN
FOREST AREA
BOARD OF EDUCATION
AND
FOREST AREA EDUCATION ASSOCIATION

September 1, 2024

to

August 31, 2027

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ARTICLE I
RECOGNITION

- A. The Forest Area Community Schools Board of Education hereby recognizes the Forest Area Education Association as defined in act 336 of the Public Acts of Michigan of 1947, as amended, for all certified professional teachers, social workers, and counselors, but excluding the superintendent, principals, all other supervisors, preschool teachers, substitutes, and all other employees as the exclusive and sole bargaining representative for all certified personnel, whether under contract or on leave. The term teacher hereafter in this agreement shall refer to all employees represented by the Association in the bargaining unit as above defined. References to male teachers shall include female teachers.

The term “certified professional personnel” shall mean those professional personnel which are certified by the Department of Education, State of Michigan, and whose employment is regulated by the Teachers’ Tenure Act.

- B. The Board agrees not to negotiate with any teachers or organization other than the Association for the duration of this agreement.
- C. This agreement shall supersede all other agreements. Further, any individual contract between a bargaining unit member and the Board previously executed or signed shall be subject to and consistent with the terms and conditions of this Agreement, this Agreement shall be controlling.

ARTICLE 2
ASSOCIATION AND TEACHER RIGHTS

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

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

- C. The provision of this agreement, including wages, hours, terms and conditions of employment, shall be applied in a manner which is not arbitrary or discriminatory, and without regard to race, religion, color, origin, sex, or marital status.

- D. The Association and its members shall have the right of reasonable use of school buildings, equipment, internet, e-mail, and facilities when scheduled, with the approval of the administration. The Association and its members agree to reimburse the District for costs (excluding rental costs) associated with this use.
- E. The teachers, administration and Board will share in the responsibility of working with students to reduce misconduct and/or anti-social behavior.
- F. All communications directed to a teacher in the course of his professional duties are of a personal nature unrelated to his/her professional duties shall be kept confidential and not be disclosed, except with the consent of said teacher, be disclosed to anyone, including but not limited to any school administrator, parent or guardian, unless said disclosure has been determined to be required by law. In addition, confidential communications including student records information accessible to teachers shall not be disclosed except in conformance with state or federal law.
- G. The Association shall have the right to post notices of activities and matters directly pertaining to Association business on designated bulletin boards, at least one of which shall be provided in each building or facility to which bargaining unit members may be assigned. The Association may use, to the extent permitted by law, the internal document delivery service of the employer, without U.S. Postage, and employee mailboxes for communications to bargaining unit members.

ARTICLE 3
RIGHTS AND DUTIES OF THE BOARD

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General Schools Laws, or any other laws or regulations. Except as specifically stated by this Agreement, all rights, powers and authority the Board had prior to this Agreement are retained by the Board.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by the way of limitation, the right to:
 - 1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.
 - 2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling.
 - 3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees in accordance with the Articles contained in this Agreement.

4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distribution, dissemination, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting of non- instructional services thereof, or changes therein, the institution of new and/or improved methods or changes therein.
 5. Adopt rules and regulations.
 6. Determine the qualifications of employees, including physical conditions as provided by law.
 7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
 8. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures.
 10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
 11. Determine the policy affecting the selection, testing or training of employees.
 12. To hire all employees, to determine their qualifications and conditions for their continued employment.
 13. To establish a course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc. by employees including special programs.
 14. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees and said rules and regulations are not subject to the grievance procedure.
 15. To determine and re-determine job content.
- C. There is exclusively reserved to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitutions of the State of Michigan and the United States, or which have heretofore been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the rights, among others, to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of secretaries and their working conditions, which are not inconsistent with the provisions of this Agreement or violations of law. It is further recognized that the Board, in meeting such responsibilities and exercising its powers and rights, acts through its administrative staff.

- D. Subject to the provisions of this agreement and Public Act 379 of the Public Acts of 1965, the school district reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.

ARTICLE 4
SPECIAL STUDENT PROGRAMS

- A. The parties recognize that children having severe physical, mental and emotional problems may require specialized classroom experience and that their presence in the regular classroom may interfere with the normal instructional program and place an extraordinary demand upon the teacher. Special Education students shall be defined as those students placed into the special education process through an Individual Education Planning (IEP) evaluation.

- B. Any pupil who is determined by consultation with appropriate qualified professional people and parents/guardians to be incapable of adjusting to the regular classroom will be temporarily removed from such classroom and the teacher or teachers shall be involved in the decision of how the child shall be assisted.

- C. Directional Statement

While the parties acknowledge that special education students must be placed in Least Restrictive Environment (LRE) is legally mandated, they also recognize the extent to which any individual student eligible under IDEA should participate in regular education programs and services must be appropriate to that student's unique needs determined by an Individual Educational Plan (IEP). The Board and Association acknowledge that determining the least restrictive environment for special education students is legally mandated and intended to provide a free appropriate public education for the student.

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

The parties agree to coordinate the planning and programs of Special and General Education for students eligible for services under IDEA to best meet the needs of the child, including training to meet the needs of the students assigned. It is further acknowledged and recognized that the general education classroom teachers and the appropriate special education teachers are jointly responsible for implementation of the Individualized Education Plan (IEP) and for attending to the educational needs of special education students assigned to the general education teacher's class.

- D. Calling IEP

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

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

- E. **IEP Training/Information**
Appropriate in-service training shall be provided to the staff for the purpose of being knowledgeable with reference to IEP processes and responsibilities of the participants.
- F. No bargaining unit member shall be required to provide services relating to the practice of medicine or nursing including dispensing medication except in an emergency. Training in the delivery of emergency health services will be provided as necessary to the special education and general education teachers who work with students requiring health services on a periodic basis.
- G. The employer agrees to use a team approach when making student placement assignments in classes (K-5) elementary regular education classrooms. Example: The first grade teachers, the counselor, and the special education teacher shall assist the second grade teachers in preparing the proposed second grade class lists for the subsequent year. The makeup of the class lists shall attempt to achieve an equitable distribution of academic ability and socioeconomic background of students. If inclusive education students are grouped into a single class of an elementary grade level the other students with special needs in that grade level, will be distributed in an equitable manner among the remaining sections of that grade level, subject to the requirements for programming and services set forth in a student's IEP. Proposed class lists will require final approval of administration. Students that are enrolled or qualify after class assignments have been made will be placed in classrooms as deemed appropriate by the administration.
- H. The employer agrees to work with the 6-12 teaching staff in creating placement assignments that maximize educational opportunities for students with special needs. Proposed class lists will require final approval of administration. Students that are enrolled or qualify after class assignments have been made will be placed in classrooms as deemed appropriate by the administration.
- I. The parties agree that in order to maximize the effectiveness of special education consultants that meet with district classroom teachers, teachers in Forest Area need advance notice in order to prepare for such a meeting. The employer agrees to require these consultants to provide teachers with at least one (1) days' notice of when they would like to meet with the teacher and further agree that the special consultants will meet with these teachers on their scheduled preparation time when possible.
- J. If requested, each special education teacher shall receive, in addition to his/her daily planning time, one (1) additional planning period per month to assist him/her in accomplishing the additional reporting, planning, and goal setting for special education students.

ARTICLE 5

TEACHING CONDITIONS

- A. All teachers affected shall be consulted at least 24 hours in advance before students are added or

transferred from previously assigned classes following the first two weeks of each semester. This includes student having requisite log ins and class materials (chromebook, textbook, etc)

- B. The Board recognizes that appropriate instructional supplies such as but not limited to: texts, library references, maps, gloves, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests, and similar materials are tools of the teaching profession. Any classroom/teacher budgetary adjustments will be communicated annually to individual staff prior to July 1. All items purchased under the budget will be with administration approval.
- C. The Board shall make available adequate lunchroom, restroom, lavatory facilities and off-street parking for the teachers' use and one room shall be used as a faculty lounge wherever and whenever available space can be found.
- D. A teacher contractual day shall be no longer than seven (7) hours ten (10) minutes. The following definitions will be used in discussing teaching hours:

Contractual Work Day shall be the required time spent on the job, which presently is defined as seven (7) hours ten (10) minutes.

Teacher student contact teaching time shall be that time of day the teacher is required to teach. Staff shall assist with monitoring of the school halls between classes, unless otherwise assigned or engaged in work related activities.

Teacher prep time shall be defined as a period of contiguous duty free time of no less than twenty (20) minutes for which a teacher may use to complete tasks in preparation for student instruction.

Restricted Comp Time/Day shall be defined as earned paid leave that may be used in-lieu of a sick day or personal day. Restricted Comp Time/Days may not be used for leave days adjacent to holidays, school breaks, or days school is not scheduled. Restricted Comp Time/Days may not be used on days PD (Professional Development) has been scheduled. Individuals who had a comp time balance of more than three days (at the conclusion of the 22/23 school year) shall be grandfathered in and capped at that amount. For example, a staff member at the conclusion of the 22/23 year with four comp days, will be reduced to four days at the end of the school year and paid out any overage. New staff and staff with less than three days will cap at three days. The remaining comp days carry over from year to year.

Unrestricted Comp Time/Day shall be defined as earned paid leave that may be used in-lieu of a sick day or personal day. Unrestricted Comp Time/Days may be used for leave days adjacent to holidays, school breaks, or days school is not scheduled. Three (3) days notice must be given to the administration in writing prior to using Unrestricted Comp Time/Days.

1. A teacher will be at his teaching station ten (10) minutes before the first class hour. When conferences are scheduled with parents and other persons interested in the welfare of the child, teachers shall remain until the conference has been completed. All parties involved in a conference shall be notified prior to the conference being scheduled for the purpose of ensuring that attendance by all parties is possible.
2. The normal (10) day teaching load shall consist of 3,440 instructional minutes for all teachers. All teachers' (elementary and secondary) total planning time shall be equal to

the extent possible over a ten (10) day period.

3. In case of an emergency, any teacher may forgo his planning period to substitute for a teacher who is absent. If the administration is unable to obtain a volunteer to substitute for an absent teacher during his/her planning period, they may assign a teacher to do so on a rotating basis among teachers during each class period. Furthermore, it is understood that volunteers will be sought prior to any such assignment. Compensation for substituting on a prep period will earn restricted comp time or \$55/hour pay.
5. If action is required to comply with the state requirement regarding clock hours of instructional time, the Board and Association will meet to adjust the above mentioned times in order to comply with the state requirements.
6. The parties recognize that student-teacher contact time is subject to adjustments so that the District satisfies the minimum requirements of the Revised School Code and State School Aid Act for full receipt of foundation allowances and other appropriations. Furthermore, the parties shall work together to meet the minimum requirements of the State School Aid Act and the Revised School Code to ensure full receipt of foundation allowances and other appropriations.
7. A teacher teaching an extra class in lieu of a preparation period shall receive one-sixth (1/6) their contractual salary on a pro rata basis. Those said teaching staff will be eligible to select either pay of \$55/hr or restricted compensation time for after school student support.
8. Teachers may be asked to volunteer for short term, fractional, or intermittent duties during non-instructional time within the contractual workday. Such duty will be done on a rotating basis should more teachers volunteer than are needed. Restricted comp time will be earned by these teachers at a rate that is equal to the minutes worked on their non instructional time or at a rate of \$55/hr. Time served during their non instructional time during their contractual workday shall be prorated at a minimum of 20 minutes worked. An individual who supervises 390 minutes shall be entitled to a restricted comp day, if compensatory time is elected. The Administration and the Association will cooperate in the implementation of rotations. All teaching staff that work said supervisory duties (during non instructional time within the contractual workday) in a scheduled work week shall complete and sign a Internal Substitute Teacher Time Report provided by the administration. The staff member's signature shall indicate compensation or restricted comp time for the worked duties.
9. Teachers may be asked to attend IEP's and/or student specific meetings during their non instructional time within their contractual day. These teachers will be compensated at a rate that is equal to the minutes worked on their non instructional time or at a rate of \$55/hr. Time served during their non instructional time during their contractual workday shall be prorated at a minimum of 20 minutes worked.
10. Teachers may be asked to perform duties outside of their contractual workday. These teachers will be compensated at a rate that is equal to the minutes worked at a rate of \$55/hr.

11. In cases of an emergency, teachers may be asked to supervise other teachers' students during their scheduled teacher/student contact time. Restricted comp time will be earned by these teachers at a rate that is equal to the minutes worked on their non instructional time or at a rate of \$55/hr.
- E. All teachers shall be entitled to a duty-free lunch period of at least forty (40) minutes.
 - F. No departure from these norms shall be made, except in the case of an emergency or by mutual consent.
 - G. If classes exceed the class size limits under Article 5.G (per teacher assigned to the class) (29 or more students in grades K-5, 31 or more students in grades 6-12, and 41 or more students in high school band or physical education), the principal shall within ten (10) school days arrange a meeting with the teacher and Association representative to discuss the overload. If no reasonable alternatives are offered within ten (10) days of such meeting, the teacher will be compensated on a pro-rated basis for the days of overload at the rate of \$1050 per teacher, per year for grades K to 5 and \$175 per class (6 periods at \$175 per class equals \$1050), per year for grades 6 to 12. Class size limits will be 35 students in K-5, 37 students 6-12, and 50 students in band or physical education.
 - H. There will be a specific day for mandatory teacher staff meetings with the administration to be held before or after school, agenda to be posted 3 days in advance (exception: emergencies). A schedule of such meetings shall be posted in the office and a copy provided to each teacher with the understanding that the Administration reserves the right to cancel meetings. The district will offer 30 hours of scheduled professional development each year. Any portion of a staff meeting that covers professional development topics will be considered district-provided professional development.
 - I. If at all possible, the span of multi-graded rooms will consist of only two (2) consecutive grade levels. When the class size in the multi-graded room K-2 reaches twenty (20) students and twenty-four (24) in the 3-5 grade spans, the parties shall meet and confer.
 - J. Contracted service time shall be that time which is not defined as duty-free time or teacher-student contact teaching time.

ARTICLE 6

ILLNESS, DISABILITY, FUNERAL LEAVE AND PROFESSIONAL ADVANCEMENT

- A. At the beginning of each school year, each teacher shall be credited with twelve (12) days of sick leave allowance. The leave days may be taken by a teacher for the following reasons and subject to the following conditions.
 1. Personal Illness or Disability: The teacher may use all or any portion of his leave to recover from his own illness or disability. The teacher should make every attempt to notify the appropriate individual(s) of such impending absence by 6:00 a.m. or earlier via electronic WillSub.
 2. Medical or Nursing Care: The teacher may take up to three (3) days to make arrangements for medical or nursing care for a member of his immediate family (mother, father, sister, brother, spouse, children of employee or spouse or someone permanently living within the household that is considered to be in the role of one of the above) who are ill or disabled.

3. Illness in the Immediate Family: The teacher may take any or all of his sick leave to care of his family members who are ill or disabled.
 4. Personal Business: The teacher may use up to two (2) days of his sick leave days as personal business days. Three (3) days' notice must be given to the administration writing prior to using a business day. In case of emergency, such notification shall be made at the earliest possible time. No personal business days may be taken on days adjacent to holidays, school breaks, or days school is not scheduled, except in emergency cases agreed on by the administration
 5. Any person sick or disabled for more than three (3) consecutive days may be required to submit a doctor's statement, at the discretion of the administration, attesting to the illness or disability.
 6. Three (3) days will be set aside as Association Days not to exceed two (2) people in any one (1) day. The Association will either pay for the substitute of a teacher using one of these days or cover (without compensation) that person's classes during planning periods.
 7. Teachers in their first year of employment with Forest Area Schools are eligible to accrue sick leave as follows:
 - a. On the first workday the teacher shall receive three (3) days sick leave available to them.
 - b. On the first workday of the month for the balance of the school year the teacher shall receive one (1) additional sick day to a maximum of twelve (12) total days allowed per full school year.
 - c. In an emergency or prolonged illness a new staff member shall be allowed to use their first six (6) days of sick leave prior to accumulation without the loss of compensation provided they return the "used but not earned days" to the district as they are earned. Repeated illness/emergencies of the staff member during their first year of employment shall not permit them to "owe" the district more than six (6) days at any one time without loss of compensation.
 - d. Teachers hired after the start of the school year shall have the total of twelve (12) days prorated for their portion of the school year worked based on the above process: Three (3) days initially and one (1) day per month thereafter for the school year.
 - e. The mutual interpretation involves the accrual of sick leave each year. The Board and the Association agree that the above cited section of the Master Agreement shall only apply to the district's teachers during their first year of employment. The Board and the Association further agree that once a teacher has completed their first year of employment with the district that sick leave accrual shall be as specified in the first sentence of Article 6 paragraph A. (i.e., credited with 12 days sick leave allowance).
- B. At the beginning of each semester, the Board will furnish each teacher with a written statement setting forth the teacher's total sick leave credit. Chargeable sick leave shall be in one hour increments. If coverage for individual hours cannot be filled within the building the teacher will be required to use ½ day of sick leave. Teacher half days shall be considered half of the teacher's scheduled work day at either the beginning or end of the day.
- C. Teachers may use up to five (5) days of their sick leave for deaths in the immediate family. Additional days may be requested and, if approved by the administration, charged to his sick leave. Additional funerals may be attended on approval and charged to the teacher's sick leave. Teachers shall be allowed up to one (1) of the above five (5) days for non-family funeral attendance.

- D. A teacher who is unable to teach because of personal illness or disability and who has exhausted all their accumulated sick leave available shall be granted a leave of absence without pay for the duration of the illness or disabilities of up to one (1) year. The leave may be extended by the Board upon written request of the teacher.
- E. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, and the Board shall pay to such teacher the difference between his salary and the benefits received under the Michigan Workmen's Compensation Act, for a maximum of one year. After one (1) year the difference in payments between worker's compensation and regular pay permitted under this paragraph shall be charged as a prorated amount against the individual's sick leave days. Example: If the difference in payment amounts represented for five (5) days represents a total of one (1) sick leave day, then for every five (5) such days one (1) day would be charged against sick leave.
- F. A minimum of ten (10) days will be made available to the teaching staff to use as professional days. This time will be used for observation in other classrooms at other schools, and to attend workshops and conferences that will aid the teacher in improving his teaching. The teacher's administrator shall make the decision as to whether the day is allowed. The Board shall also provide a fund to reimburse teachers for reasonable charges incurred, such as registration, meals, and transportation. The Board shall receive an itemized account of these charges and pay that portion it deems reasonable.
- G. Opportunities will present themselves for times when a principal is not present in school. Interest will determine who will be acting principal in those situations. An appointed substitute principal will be compensated \$100 for time served less than or equal to 4 hours in one day and \$200 for time served more than 4 hours. A substitute will be hired for the teacher acting as principal.
- H. A teacher may request non-paid leave once every two (2) school years for a maximum of five (5) consecutive school days. No more than two (2) requests shall be granted annually on a first come first served basis. The five (5) consecutive days may be used in conjunction with a school non-session period if appropriate substitutes can be secured. Board paid insurance benefits will continue during the five (5) days of absence.

ARTICLE 7
PUBLIC BUSINESS

- A. Each bargaining unit member shall be granted the opportunity for one (1) civic duty leave day each year. Civic duty leave shall not be cumulative. Ten (10) days of advanced notice shall be given to the employer.
- B. If a teacher is summoned to jury duty or school related witness duty and services, they will be paid their normal salary less the amount received for jury/witness duty service. The teacher must furnish proof of service and compensation received. Teachers shall submit their jury/witness duty compensation, minus expense amount, to the school district.

ARTICLE 8

PLACEMENT, LAYOFF/RECALL, EVALUATION

- A. Decisions about placement, layoff/recall, and evaluation of a “teacher” under Revised School Code Section 1249, or who is assigned to students in any grades K to 12 as a “teacher of record” (“classroom teacher”) will be made as stated below. The parties agree that the procedures established in this Article constitute clear and transparent procedures as required under Revised School Code Section 1248.
- B. ***Placement of Classroom Teachers.*** The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made. Consistent with Revised School Code Section 1248, classroom teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors.
- a. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable courses, grades, and school schedule.
 - b. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE’s Teacher Certification Code, MDE’s Rules for Special Education Programs and Services, and other applicable statutes and regulations.
 - c. Classroom teacher placement decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249.
 - d. In addition, classroom teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent’s office, including:
 - i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
 - ii. Credentials needed for District, school, or program accreditation;
 - iii. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher’s effectiveness in that assignment and is integrated into instruction;
 - iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
 - v. Disciplinary record, if any;
 - vi. Length of service in a grade level(s) or subject area(s);
 - vii. Recency of relevant and comparable teaching assignments;
 - viii. Previous effectiveness ratings;
 - ix. Attendance and punctuality;
 - x. Rapport with colleagues, parents, and students;

- xi. Ability to withstand the strain of teaching;
 - xii. Compliance with state and federal law; or
 - xiii. Other non-arbitrary or capricious reasons.
- e. Length of service within the District may be considered as a tiebreaker if a classroom teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.
 - f. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
 - g. The Superintendent or designee has discretion to involuntarily transfer a teacher into a position for which they are certified or qualified for non-arbitrary or capricious reasons.

C. Layoff/Recall of Classroom Teachers.

- a. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing classroom teaching staff or that a reduction in classroom teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the classroom teaching positions to be reduced.
- b. Reduction in force and recall decisions must be made based on classroom teacher effectiveness criteria established in Revised School Code Section 1249 and this Article.
- c. Decisions about the reduction and recall of teachers will be guided by the following criteria:
 - i. Retaining the most effective classroom teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s). A probationary classroom teacher rated as "effective" (or highly effective) on the classroom teacher's most recent annual year-end performance evaluation is not subject to displacement by a tenured classroom teacher solely because the other classroom teacher is tenured under the Teachers' Tenure Act.
 - ii. Classroom teachers must be properly certified, approved, or authorized for all aspects of their assignments. The classroom teacher's certification, authorization, or approval status will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations; and based on documentation on file with the Superintendent's office.
 - iii. A classroom teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.
 - iv. If a classroom teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the

Superintendent's office.

- d. In addition, classroom teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:
 - i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
 - ii. Credentials needed for District, school, or program accreditation;
 - iii. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the classroom teacher's effectiveness in that assignment and is integrated into instruction;
 - iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
 - v. Disciplinary record, if any;
 - vi. Length of service in a grade level(s) or subject area(s);;
 - vii. Recency of relevant and comparable teaching assignments;
 - viii. Previous effectiveness ratings;
 - ix. Attendance and punctuality;
 - x. Rapport with colleagues, parents, and students;
 - xi. Ability to withstand the strain of teaching;
 - xii. Compliance with state and federal law.
- e. Classroom Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications.
 - i. Reduction and recall decisions will be based on the classroom teacher's certification and qualifications in the District's records at the time of the decision.
 - ii. A laid off classroom teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
 - iii. A laid off classroom teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
- f. Before the Board authorizes a classroom teacher reduction, the Superintendent or designee will notify, in writing, the affected classroom teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.
- g. The Superintendent or designee will provide written notice of reduction in force or recall

decisions to each affected classroom teacher and Association.

- h. A classroom teacher's length of service with the District as a classroom teacher or tenure under the Teachers' Tenure Act will not be the sole factor in reduction in force and recall decisions.
- i. Classroom teacher reduction in force decisions will be implemented by the following:
 - i. If 1 or more classroom teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those classroom teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of a classroom teacher(s) for reduction in force will be based on the factors set forth in this Article.
 - ii. Classroom teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions will be retained consistent with the factors set forth in this Article.
 - iii. When a classroom teaching position is identified for reduction and there exists a concurrently vacant classroom teaching position for which the classroom teacher in the position to be reduced is both certified and qualified, and the classroom teacher has received an overall rating of at least effective on that teacher's most recent year-end performance evaluation, that classroom teacher may be assigned to the vacant position consistent with this Article unless the Superintendent or designee determines (based on non-arbitrary or capricious reasons) that the District's educational interests would not be furthered by that assignment.
 - iv. If more than 1 classroom teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant classroom teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Article, unless the Superintendent determines (based on non-arbitrary or capricious reasons) that the District's educational interests would not be furthered by that assignment.
 - v. If the reduction or recall decision involves more than 1 classroom teacher and all other factors distinguishing those teachers from each other are equal, seniority (as established by the most recent seniority list for the bargaining unit to which the teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.
 - vi. At least 30 calendar days' notice of reduction in force will be provided to the classroom teacher and Association, absent extenuating circumstances.
- j. Classroom Teacher Recall Process
 - i. A classroom teacher is eligible for recall under this Article for 18 months from the date the District implemented the reduction in force.
 - ii. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.
 - iii. Before or in lieu of initiating the recall of a laid-off classroom teacher, the Superintendent may reassign teachers to fill vacancies in accordance with this Article.

- iv. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take the following action to fill a vacancy: Recall the laid-off classroom teacher who is certified and qualified for the vacancy, provided the classroom teacher was rated at least effective. If more than 1 laid-off classroom teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Article.
- v. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled classroom teachers and will establish the time within which a classroom teacher must accept recall to preserve the teacher's employment rights.
- vi. A laid-off classroom teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

D. ***Evaluation of Classroom Teachers.*** Classroom teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following.

- a. a year-end evaluation process that meets statutory standards;
- b. an evaluation tool that incorporates components required by law, including:
 - i. locally agreed-on student growth and assessment data reflection tool based on student learning objectives, as defined by Revised School Code Section 1249; and
 - ii. the teacher's performance.
- c. an individualized development plan (IDP) with measurable performance goals developed by the evaluator in consultation with the teacher and recommended training, coaching, professional development or resources designed to improve the teacher's effectiveness for:
 - i. all probationary teachers;
 - ii. teachers rated developing, needs support; or
 - iii. at the administrator's discretion when performance deficiencies are noted. To the extent allowable by law, the District will notify a classroom teacher of complaints that might lead to discipline.
- d. A minimum of three classroom observations of at least 15 minutes (ideally 30-45 min), each which include, at a minimum, a review of the classroom teacher's lesson plan, the state or national curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items;
- e. a mid-year progress report, if required by law, which aligns with the classroom teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training, coaching, professional development, or resources identified by the evaluator.

- f. a year-end performance evaluation effectiveness rating, of effective, developing, or needing support;
 - g. tenured classroom teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated biennially, but if the classroom teacher is not rated as effective on one of the biennial year-end evaluations, the classroom teacher must receive year-end evaluations. If a classroom teacher on the biennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the classroom teacher to annual evaluations.
 - h. a mentor for classroom teachers rated developing or needing support or for classroom teachers as required by law;
 - i. opportunity for a tenured classroom teacher rated needing support on a year-end evaluation to request a review consistent with Revised School Code Section 1249;
 - j. Use of the I Observation evaluation tool, which has been approved by MDE and is in compliance with Revised School Code Section 1249 and corresponding regulations;
 - k. website posting of required information for the I Observation evaluation tool;
 - l. training on the I Observation evaluation tool for teachers and evaluators as required by law.
 - m. If a tenured classroom teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the classroom teacher shall be discharged consistent with due process and the Teacher Tenure Act. The District is not precluded from discharging a classroom teacher at other times as provided by the Teachers' Tenure Act.
 - n. If a classroom teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used.
 - o. The parties will by September 1, 2024 negotiate and reach consensus concerning how to measure student growth and assessment data or student learning objective metrics to be considered for 20% of the evaluation. If a consensus is not reached by September 1, 2024, the District will use the assessment data currently utilized.
 - p. A probationary classroom teacher cannot challenge any aspect of the negotiated evaluation process, including observations, the IDP, the mid-year performance review, or their assigned rating.
- E. ***Grievance Procedure.*** An alleged violation of this Article is not subject to arbitration in the grievance process; except, probationary teachers cannot challenge any aspect of the negotiated evaluation process, including observations, the IDP, the mid-year performance review, or their assigned rating per paragraph 3(p) above. An Arbitrator, however, has jurisdiction to consider a grievance filed under the Article G grievance process by a tenured teacher with two (2) consecutive ratings of "Needing Support."

ARTICLE 9

TEACHER MENTORS AND PERSONNEL FILES

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

providing this assistance. A teacher in their first three (3) years of teaching will be assigned a Mentor Teacher. If requested, the District will provide an annual updated mentor/mentee list to the Association.

- a. A Mentor Teacher shall perform the duties of a Master Teacher as specified in the code. The Mentor Teacher may be a member of the bargaining unit.
- b. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor teacher by the Administration or Association by mutual consent at no cost to the district. The intent of a Mentor assignment will be for three years unless either party requests a change. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- c. A Mentor Teacher shall be assigned in accordance with the following:
 1. The Mentor Teacher, if from the bargaining unit, shall be a tenured member of the bargaining unit.
 2. Participation as a mentor teacher shall be voluntary.
 3. The Administration and/or the Association shall be notified when a potential Mentor Teacher is matched with a bargaining unit member (Mentee). This assignment should be finalized on the Mentee's first day of work.
 4. Every effort shall be made to match the Mentor Teachers and Mentees who work in the same building and have the same area of certification.
 5. The Mentee shall only be assigned to one mentor teacher at a time.
 6. In the event that the number of mentees outnumbers the number of mentors, the District may request that some of the mentors accept more than one mentee, or the parties agree that the district may seek assistance of a mutually agreeable qualified person.
- d. Upon mutual agreement, the administration shall make available reasonable release time [up to one (1) hour per week] so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday. Where possible (during class scheduling times when the administration knows that a mentor and mentee are in need of common preparation times) the Mentor teacher and Mentee shall be assigned common preparation time.
- e. As a condition of continued employment, each probationary teacher subject to the professional development requirements of the Revised School Code (or its successor provisions) shall complete those requirements within the time provided by statute. The Board shall attempt to schedule Professional Development within the parameters of the regular workday and year. It is understood by the parties that should it be necessary to schedule such training outside the regular workday or work year that the affected bargaining unit member will be paid \$55 an hour. The Board shall not be obligated to compensate the probationary teacher, other than wages discussed above, for either the time connected with completion of these requirements or for other associated costs such as enrollment, course and/or registration fees.

B. In any case where an employee displays behavior which is deemed by his/her Employer as inappropriate, or as a result some action creates undesirable results which required disciplinary action, the Employer agrees to, where appropriate, follow the following progressive disciplinary sequence:

1. Oral Warning

2. Written Reprimand
3. Unpaid Suspension
4. Removal and Discharge

Nothing in this section shall prevent the Employer from taking immediate and appropriate discipline action, up to and including discharge, for just cause.

- B. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material and, in no instance, shall said signature be interpreted to mean agreement with the content of the material. If a teacher would like material removed from his file, he may request a hearing of the Board and Administration to consider and act on the matter.
- C. Each teacher shall have the right upon request to review the contents of his personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

ARTICLE 10 **SENIORITY**

- A. The term seniority as hereinafter used shall be length of continuous service with the Forest Area Community Schools Board of Education from the first date of hire. Leaves of absence granted pursuant to this contract shall not constitute interruption in continuous service. Credit given for outside teaching experience in a school district shall not be continuous for the purpose of accumulated seniority.
- B. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and shall secondly be determined by years of continuous employment.
- C. Any teacher who attains tenure shall have seniority from the first date of hire. A teacher shall lose seniority rights if they retire, resign, are discharged, or fail to return from an approved leave of absence within three (3) working days of the scheduled date to return to work without a valid excuse.
- D. The Board of Education shall prepare a seniority list and transmit an electronic copy of the same to the Association on or before the 30th day of September.

ARTICLE 11 **SCHOOL CALENDAR**

- A. For the term of this agreement, the school calendar shall be set forth in Appendix A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.
- B. Parent-Teacher conferences shall be no longer than six (6) hours cumulatively per parent-teacher conference. The schedule for parent-teacher conferences shall be determined by building administrator and building staff through mutual consent.

ARTICLE 12
PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this agreement are set forth in Schedule A, which is attached to and incorporated in this agreement. Such a salary schedule will remain in effect during the term of this Agreement.
- B. Teachers shall have the option of receiving their salaries in any one of the following ways:
1. Every other Friday for a total of twenty-six (26) pays.
 2. Every other Friday for a total of twenty-one (21) pays.
 3. In some years, the calendar may call for twenty-seven (27) and twenty-two (22) pays.
 4. A teacher may request in writing by May 15, to the superintendent, that he receive all of his remaining salary by the second pay in June, or following the June State Aid payment, providing the teacher's obligations to the District have been completed.
- B. Travel Reimbursement – When a teacher is assigned to travel between buildings, he/she will be compensated at the federal mileage reimbursement rate set annually by the Board. He/she will be compensated bi-weekly by submitting a mileage log.
- C. Teachers Entering or Leaving Mid-Year – Teachers who enter or leave the school system during the school year shall have their pay prorated as follows: their salary divided by the number of agreed service days in the calendar times their actual number of days of service. Teachers employed after the end of the first semester of the school year shall be raised to the next step of the salary schedule with the first pay of the succeeding school year.
- For those leaving the system, the balance of their salary shall be paid within three (3) weeks of leaving.
- D. Any regular class that is offered outside of the regular school day for credit, shall compensate the teacher at a rate of pay of (1/6) of said teacher's salary.

ARTICLE 13
EMERGENCY ABSENCES

- A. If an emergency situation causes any teacher to be unable to meet or be delayed from his regular reporting time, it is the teacher's responsibility to notify the school as soon as possible. Notification shall be to WillSub as early as the emergency is known to the teacher, with the minimum information of where/what lesson plans are, the time of the teacher's anticipated arrival at work, and any known special activities that are scheduled.
- B. During an emergency absence, the teacher's obligations shall be fulfilled by other certified staff within the school or substitute personnel.

- C. The salary of said teacher shall not be affected during an emergency absence. Compensation for substituting under these conditions shall be covered under Salary Schedule B.
1. Each day of absence due to emergencies, which extends beyond the permissible limits defined in the State School Aid Act, shall be made up at no additional instructional salary cost to the district when students are present.
 2. Conference and other early release days as defined in the calendar, influenced by weather emergencies, or other unforeseeable problems, will be rescheduled at the discretion of the administration. The administration will meet and confer with the Association in such instances.
 3. In no case shall the administration be obliged to reduce the total teacher-student contact time as prescribed by the calendar, except in its judgment, by (1) above.

ARTICLE 14
STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Administration will give all reasonable support and assistance to teachers with respect to maintenance of control and discipline in the classroom and throughout the school, in accordance with the student handbook as established by the Board and the teachers.
- B. Teachers will give all reasonable support and assistance to the Administration with respect to the maintenance of control and discipline in the classroom and throughout the school. The Board further recognizes that the teachers may not fairly be expected to assume the role of custodian for emotionally distraught students or to be charged with responsibility for psychotherapy.
- C. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing. The student shall not return to class prior to consultation with the teacher and principal or designee.
- D. Individual records will be maintained on student discipline and will be made available to teachers who have a legitimate educational interest in the information under the Family Rights and Privacy Act, 20 USC 1232 g. These records may be used as an aid for determining disciplinary recommendations concerning particular pupils. If necessary, a recommended procedure will be agreed upon by the teacher and the principal.

ARTICLE 15
GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in the Article.
1. The termination of services or failure to re-employ any teacher to a position of the extracurricular schedule.
- B. The Association shall designate one representative per building to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent or his designated representative to act at Level

Two as hereinafter described.

- C. The term "days" as used herein shall mean days in which school is in session and Monday through Friday during summer recess.
- D. Written grievances as required herein shall be filed on a form as agreed upon for format:
1. It shall be signed by the grievant or grievants.
 2. It shall be specific.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the section or subsections of this contract alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.
- Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.
- E. Level One: A teacher believing he/she is wronged by an alleged violation of the express provisions of this contract shall, within ten (10) days of its alleged occurrence, orally discuss the grievance with the building principal in an attempt to resolve the same.

If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within ten (10) days of said discussion to Level Two.

Level Two: A copy of the written grievance shall be filed with the Superintendent as specified in Level One. Within ten (10) days of receipt of the grievance, the superintendent shall arrange a meeting with the grievant and/or the designated Association representatives (at the option of the grievant) to discuss the grievance. Within ten (10) days of the discussion, the Superintendent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association President, the building principal in which the grievance arose, and place a copy of same in a permanent file in his office.

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

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

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

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

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within

ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing. A copy of the demand for arbitration shall also be served upon the Board, by the Association, within the above ten (10) day period. Parties agree to use the process for selecting an arbitrator under AAA, MERC, or other arbitration organization that is mutually agreed upon by the parties.

2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds, and defenses which shall be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations.
 - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - b. He shall have no power to establish salary scales or to change any salary.
 - c. He shall have no power to neither change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any other action taken by the Board.
 - d. He shall have no power to decide any questions, which, under this agreement, is within the responsibility of the management to decide. In rendering decisions an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.
 - e. He shall have no power to interpret state or federal law.
 - f. He shall not hear any grievance previously barred from the scope of the grievance procedure.
 - g. He shall have no power to hear or consider a prohibited subject of bargaining.
5. After a case on which the arbitrator is empowered to rule, hereinafter has been referred to him, it may not be withdrawn by either party except by mutual consent.
6. If either party disputes arbitrability of any grievance under the terms of this agreement, the arbitrator shall be empowered to rule on said question.
7. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.
8. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expenses of witnesses.

F. Should a teacher or the Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher or the Association fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance

shall be barred.

- G. The Association shall have no right to initiate an individual grievance involving the right of a teacher without the teacher's expressed approval in writing thereon.
- H. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or participating association representative are to be at their assigned duty stations.
- I. Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order.
- J. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be made earlier than thirty (30) days prior to the date on which the grievance is filed.

ARTICLE 16 **CURRICULUM REVIEW**

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

ARTICLE 17 **NEGOTIATION PROCEDURES**

- A. Neither party in any negotiation shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- B. There shall be three (3) signed copies of any final agreement. One (1) copy shall be retained by the Board, one (1) by the Association, and one (1) by the Administration. A copy of the master agreement will be posted on the District's website.

ARTICLE 18
UNPAID LEAVES OF ABSENCE

An employee that chooses any type of leave available to them under the terms of this contract shall not exceed one (1) year aggregate time from work unless specifically granted in their initial leave. If a longer leave period is required than one (1) aggregate year, the Board of Education may grant an extension upon request for leave. With the exception of leaves referenced in paragraph C of this article, seniority shall not accrue when an employee is on an unpaid leave of absence.

An application requesting a leave of absence pursuant to this Article must be submitted to the Superintendent no later than four (4) weeks prior to the time the leave is to commence. Exceptions shall be made under extenuating circumstances. Employees are encouraged to let the Employer know as soon as possible in order to help the Employer find the best available substitute. All leaves of absence must be in writing setting forth the reasons for the leave of absence and the anticipated length of time; if requested, verification shall be submitted. Any requests for extensions of leaves of absence shall be handled in the same manner as the original request of leave. Employees wishing to return from leave early shall submit a written request at least four (4) weeks prior to the anticipated date of return and the opportunity to return early shall be at the discretion of the Employer.

- A. A leave of absence of up to two (2) years may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries, foreign or military teaching programs, Peace Corps, Teacher Corps, or Job Corps as a full time participant in such program, or cultural travel or work program related to his professional responsibilities, provided the said teacher states in writing his intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period if financially possible.
- B. A leave of absence of up to two (2) years may be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period if financially possible.
- C. A military leave of absence shall be granted to any teacher who shall enlist or be inducted for military duty to the extent required by law in any branch of the armed services of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.
- D. A leave of absence of up to one (1) year shall be granted to any bargaining unit member for the purpose of childcare. Said leave shall commence upon the request of the bargaining unit member. It is further provided that:
 - 1. At least thirty (30) days prior to the beginning of the leave the teacher shall apply to the Board, unless the need for leave is unforeseeable.
 - 2. A pregnant bargaining unit member may commence said childcare leave prior to, or subsequent to the birth of her child at her option.
 - 3. This leave shall not conflict with the Family and Medical Leave Act.
 - 4. The Board reserves the right to adjust the beginning and ending date to correspond with the beginning and ending date of a school year, semester or marking period, except the dates shall not be in conflict with the doctor's statement of health or the Family and Medical Leave Act.

5. The bargaining unit member may terminate the leave with ten (10) work days notice after the birth of her child in the event of the death of the child and provided that she is physically able to perform her normal work assignment.
 6. Such childcare leave shall be available to the bargaining unit member upon termination of her disability benefits, at the option of the bargaining unit member, for a maximum of one (1) aggregate year.
 7. Said leave shall not constitute accrued seniority or salary step.
- E. A leave of absence may be granted for one (1) school year for any purpose. Said leave will not constitute accrued seniority or salary step.

F. Family Medical Leave

The parties shall adhere to the Family Medical Leave Act. An employee that has worked for the district for a period covering at least twelve (12) months and who has worked at least twelve hundred fifty (1250) hours during the twelve (12) month period before the leave is to start shall be granted up to twelve (12) workweeks of unpaid leave for any of the following reasons:

1. The birth or care of a child (which includes maternity/paternity leave).
2. The placement of an adopted or foster care child in the home.
3. The care of a spouse, child or parent if such individual has a serious health condition, or for the care of a son/daughter 18 years or older if the employee's son/daughter is incapable of self-care because of a mental or physical disability at the time that FMLA leave it to commence.
4. A serious health condition of the staff member, which disables him/her from performing the essential functions of his/her position. Such a condition may be an illness, injury, impairment, physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or which requires continuing treatment by a health care provider (M.D. or D.O.) and involves and absence from work for three (3) or more consecutive days.

Medical certification(s) may be required by the Board to support the need for leave due to a serious health condition. An employee requesting an approved leave of absence outlined in Paragraph (F.) above may be required to use all accrued sick leave and/or personal leave concurrently with FMLA leave. For purposes of the Family Medical Leave Act, accumulated sick leave that is available to the teacher may be substituted by the teacher, under this Article, for any unpaid leave due to personal illness or disability of the teacher. In the cases where the district has employed both the husband and the wife, the total amount of family leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either spouse.

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

During an FMLA leave, the Board shall maintain the employee's current coverage under the District's health insurance program, provided the employee continues to pay any normal employee contribution as applicable monthly.

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

which paid sick leave or personal leave were used, as permitted by law.

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

- H. The Board and the Forest Area Education Association agree that there are special situations that may occur during a professional teacher's contractual calendar (graduations, weddings, once in a lifetime events) that require special consideration for leave. These events must be pre-approved by the Board of Education.

ARTICLE 19
MISCELLANEOUS PROVISIONS

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.
- B. Continuity of Operations: The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program.
- C. Graduate Credit Reimbursement: The Board will pay six hundred dollars (\$600) per hour for classes taken beyond the B.A. for continuing or advancing certificate, or towards the completion of an additional teaching endorsement and alternative paths to certification. These classes must be approved in advance by the Superintendent and must apply to the teacher's present or anticipated future teaching/administrative assignment. Teachers must receive a minimum grade of "B" to receive reimbursement. The maximum Board contribution (total staff pool) shall be ten thousand dollars (\$10,000). All requests for reimbursement of tuition, with proof of successful passing of the class, shall be made in writing to the Superintendent upon completion of the course. A tally will be provided, to Association leadership on request, of the total credit hours currently approved for the fiscal year. The payment shall be made to all approved requests on the next pay period upon their submission. If requests exceed the ten thousand dollars (\$10,000) the total amount shall be paid upon the first pay period of the new fiscal year. A six (6) semester hour limit per year per applicant will exist.
- D. Teachers who are employed for a full school year will be eligible for recognition and/or attendance incentive stipend as indicated below:
1. Teachers who use no more than a combined total of three (3) sick and personal leave days during the school year (exempting FMLA absences) shall be recognized for excellence in attendance within two (2) weeks after the last day of the school year.
 2.

<u>Combined Sick/Personal Leave Days Taken</u>	<u>Attendance Incentive Dollar Amount</u>
0	\$400 or unrestricted comp day at teacher's option
1	\$350 or ½ unrestricted comp day at teacher's option
2	\$200
3	\$150

Any compensatory time earned pursuant to the above attendance incentive shall be in addition to those

provided pursuant to Article 22 of the contract. The monetary awards will be given in June.

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

E. The Board will pay a lump sum to a Board approved Annuity Plan for any teacher who retires under the Michigan Public Schools Employees Retirement System according to the following formula:

1. Ten (10) years of service to the Forest Area Schools equals 25% of unused sick leave days at current daily rate of pay.
2. Fifteen (15) years of service to the Forest Area Schools equals 33% of unused sick leave days at current daily rate of pay.
3. Twenty (20) or more years of service to the Forest Area Schools equals 50% of unused sick leave days at current daily rate of pay.

The amount above one hundred (100) accumulated sick leave days may fluctuate from year to year but the maximum number of days for severance pay purposes shall not be greater than one hundred (100) days for teachers.

F. A sick bank will be funded by any unpaid out sick days upon a bargaining unit member's retirement as determined in Article 19, Section E.

1. Bargaining unit members will contribute one (1) day of his/her sick leave to the bank only when the tabulation is below two hundred (200) days on the first contractual day of a school year.
2. A teacher with an extended illness/medical emergency (an extended illness shall be defined as five (5) consecutive school days or more) may draw upon the sick leave bank subject to the following provisions:
 - a. The teacher has exhausted all his/her sick leave days.
 - b. The request for sick leave days from the bank must be made to the superintendent in writing.
 - c. The bank has days available to draw.
 - d. The teacher shall furnish a medical doctor's verification of the illness.
 - e. A teacher may draw a total number of days to reach long term disability per school year.
 - f. This sick bank may not be used for maternity leave.

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

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

G. School Schedule Interruptions

1. Nothing in this Article shall require the Board to keep schools open in the event of severe and inclement weather or when otherwise prevented by an Act of God. When schools are closed to

students, due to the above conditions, teachers are not required to report to work and shall be notified. Should school closings, due to the above conditions, require days or hours to be made up, they shall be added to the end of the scheduled calendar year. Teachers shall suffer no loss of pay for the above days and hours provided they are in attendance for any required make-up days/hours. Days and hours required to be made up for student attendance count purposes shall be without additional compensation.

2. When the scheduled daily opening of school is delayed for any reason teachers shall be notified and shall not be required to report for work until their normal beginning time prior to the resumption of scheduled classes. In-service time for delay days may be made up during mutually agreed dates for in-service. The subject and duration for such in-service session dates shall be mutually agreed upon by the Association Executive Council and the Administration. Teachers shall receive no loss of compensation for said delays provided they attend the in-service, if scheduled, with no additional compensation.
 3. When the daily schedule for students is interrupted for any Act of God event and the regular schedule for the day is shortened, teachers shall not be required to stay more than ten (10) minutes beyond the dismissal and departure of the students. In-service time for early release days may be made up during mutually agreed dates for in service. The subject and duration for such in-service session's dates shall be mutually agreed upon by the Association Executive Council and the Administration. Teachers shall receive no loss of compensation for said early release days provided they attend in service, if scheduled.
- I. Persons requested and/or approved to attend full day workshop, in-services, or conferences on days other than that are normally within the contractual work year will be compensated at \$55/hr or their daily rate, whichever is less.

ARTICLE 20 INSURANCE COVERAGE

- A. Health Insurance Medical Coverage and Costs: Full-time employees who work thirty (30) hours each week on a regularly scheduled basis shall be eligible for the fringe benefits provided in this Article.

To the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make payments for medical benefit plan costs (the "plan") for all eligible Employees (those not taking cash-in-lieu) and their eligible dependents toward the Association's preferred insurance plan(s) in a combined monthly amount not to exceed the full employer share allowable under the applicable cap selected pursuant to the publicly funded health insurance contribution act. MCL 15.561 *et seq*

The hard cap payments shall adjust in line with the public employer contribution limits as published by the Department of Treasury each January. If insurance costs per plan are under the above hard caps the difference shall be paid to an employee's Health Savings Account.

Non-medical health benefits (ancillary benefits) shall be fully board paid.

From the above listed medical benefit plan costs, the Board shall deduct in a prorated amount per employee, where applicable, any payments already made, or that will be made, by the Board during the

"medical benefit plan coverage year" toward Board reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs and health insurance related taxes or fees (collectively the "Supplementary Payments"). If the total value of the Supplementary Payments already made, or that will be made, during the "medical benefit plan coverage year", exceeds the aggregate medical benefit plan costs, the Board shall reduce the payments that will be made during the "medical benefit plan coverage year" toward the Supplementary Payments in an amount necessary to avoid exceeding the aggregate medical benefit plan costs cap. The Board may use its discretion in determining which future Supplementary Payments to reduce, and further, may deduct from employee wages any past Supplementary Payments already made which are necessary to comply with Public Act 152 of 2011. The medical benefit plan costs in paragraph A are subject to change pursuant to Public Act 152 of 2011.

- B. The plan shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA) and Public Act 152 of 2011 (PA 152); including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board; the Board is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA and PA 152, including to avoid any penalties, taxes, or other liabilities chargeable to the Board.
- C. If the plan involves reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs and health insurance related taxes or fees to the extent allowable by law or regulation, the Board shall fund the reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs and health insurance related taxes or fees, first, before paying any health insurance premiums or non-health insurance related costs (i.e., dental, vision, etc.); but only to the maximums set forth above in paragraph A.
- D. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Employee and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Employee. To the extent allowable by law or regulation, the Employee may sign an agreement authorizing that any such premium amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Employee shall present payment directly on the 1st of each month prior to the date at which the payment becomes due. Failure of an Employee to pay their portion of the costs shall alleviate the Board of any duty to pay insurance contributions. The Board shall have the right to make deduction of any amounts due from the Employee's wages, and shall be held harmless from any liability arising from the deduction.
- E. Employees who have access to another Employee's Board funded insurance which complies with the PPACA shall not be eligible for Board provided health insurance. Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's PPACA compliant insurance, but have dependents of their own. Those individuals may take the Board funded insurance.
- F. Unless otherwise noted within this Agreement, or as required by law or regulation, Employees on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of insurance contributions for those days.
- G. Employees who are eligible for Board paid insurance contributions under this Article may make a written waiver of that coverage and instead elect to receive cash-in-lieu of health benefits (less

applicable taxes).

- H. Employees are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Employee must make application to the life insurance carrier within 31 days of any termination of their employment status.
- I. To the extent permitted by law or regulation, and/or insurer's policies, Board-paid insurance premium contributions shall continue as long as the Employee is in a pay status, but terminate at the end of the month during which the Employee ceases to be in a pay status, except as is otherwise provided herein or by law or regulation. Employees may continue the coverage at their own expense to the extent permitted by law or regulation.
- J. The Board shall not be required to remit premiums for any insurance coverages on behalf of an Employee if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.
- K. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Employee is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it (unless the failure to remit contractual premium amounts is pursuant to law, regulation or Public Act 54 of 2011).
- L. Changes in family status shall be reported by the Employee to the Board within thirty (30) days of such change. The Employee shall be responsible for any overpayment of premium made by the Board on his/her behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.
- M. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible Employees shall receive insurance as of the 1st day following their employment. Those employees opting to take cash-in-lieu shall not be eligible for Board paid health insurance contributions, but must participate in all other insurance products chosen by the Association at the Employee's sole expense if full unit participation is required by the insurance carrier. An Employee shall be eligible for Board paid insurance contributions or cash-in-lieu up to the maximum amounts allowed in this Article if the Employee is employed on a full-time basis as defined by the PPACA (currently, working an average of thirty (30) hours or more per week in the District). Employees taking cash-in-lieu must provide evidence that the employee is receiving insurance from another source as a condition to receiving cash-in-lieu.
- N. The "medical benefit plan coverage year" shall run from January 1 to December 31 of each school year. The Board shall be the policyholder.
- O.

Negotiated Life	\$25,000 with AD & D
Vision	VSP-3 Plus 300CL
Dental	60/60s/60:(\$1,500; 60:UCR)

LTD 66 2/3% with 90 Calendar days mod fill \$5,000 Maximum
 Alcohol & Drug Abuse Care - 2 yr limit
 Mental/Nervous - Same as any other illness
 Pre-Existing Condition Waiver - Yes
 Freeze on Offsets – Yes

P. Plan B for employees' not selecting health insurance:

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

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

Q. Plan C for employees not selecting health and having dental coverage:

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

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

R. Plan D for employees' not selecting health and having dental & vision:

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

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

S. The Board or Association may request to reopen the Agreement, Article 20, during the term of the Agreement, upon fourteen (14) days' written notice for renegotiation.

ARTICLE 21
PART TIME TEACHERS

- A. Teachers approved for part time assignment shall receive salary and benefits, pro-rated for their share of full time responsibility.
- B. Teachers participating in part time assignments shall receive full seniority credit and full advancement on the salary schedule for each year of part time service.
- C. Participants in part time assignments are expected to attend regular staff meetings, curriculum meetings,

parent conferences, and in-service programs.

- D. Teachers requesting part time assignments should be aware that part time assignments result in only partial credit toward teacher retirement benefits; and, further, calculation of retirement benefits may similarly be affected.

ARTICLE 22

COMMITTEE PARTICIPATION

A. **Application Thereof**

The provisions contained in this section shall apply to all School Committee participation as provided in the Michigan Revised School Code Section MCL 380.1277

B. **Philosophy**

Board and Association agree that employee participation in decision making on selected issues through site-based decision making procedures is a goal, which can provide positive results for the educational program of Forest Area Community Schools. Site-based decision making is a process for involving employees in the decision making process. The provisions of this article are agreed to for the purpose of establishing the expressed conditions, which shall govern the site-based decision making plan in Forest Area Schools.

C. **Committee Conditions**

General conditions applicable to a site-based decision making plan are as follows:

1. Plans, recommendations or subsequent action created by adoption of the same shall not violate the Master Contract, State or Federal Law. The parties agree that the following shall not be issues within the purveyance of the process or the Committee:
 - a. Matters pertaining to wage.
 - b. Matters pertaining to fringe benefits.
 - c. Matters pertaining to prohibited bargaining subjects.
 - d. Matters pertaining to grievance(s).
2. The following issues will be considered within the scope of authority of the Advisory Committee and any sub-committee formed by the Committee:
 - a. Safe and orderly environment of the school.
 - b. Instructional Leadership.
 - c. Opportunities to learn, student time on task.
 - d. Home - School relationships and communications.
 - e. Monitoring and reporting of student and educational program progress.

D. **Committee Participation – Selection and Compensation**

1. Participation in committees shall be voluntary when said meeting time is beyond the time of the regular duty day or regularly scheduled staff meetings. Application for vacant positions must be made available to staff and the first leadership committee meeting must be scheduled prior to the end of October.
 - a. Maximum of 3 years service to the committee if there are other staff members interested in serving on the committee.
 - b. 3-4 teacher reps from PreK- 3rd grade, 3-4 teacher reps from 4-8th grade, 3-4 teacher reps from 9-12th grade.
2. Teachers working on school committees outside the normal contractual duty day/calendar shall be compensated at 55/hr or compensated with one (1) unrestricted comp day based on a

- minimum of six (6) hours work as a full day of work.
- 3. Teachers working on school committees during the regular school day shall be compensated with one (1) unrestricted comp hour for each day worked.
- 4. Any unnamed or newly created committees or subcommittees shall adhere to the above provisions.

ARTICLE 23
DURATION OF AGREEMENT

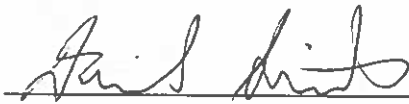
This agreement shall be effective as of September 1, 2024, and shall continue in full force and effect until August 31, 2027. If a successor agreement has not been reached by the expiration, insurance premium increase shall not be the sole responsibility of the member and pay is retroactive upon ratification of the new Master Agreement.”

If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

FOREST AREA COMMUNITY SCHOOLS:

BOARD OF EDUCATION

FOREST AREA EDUCATION ASSOC.

By: 
President

By: 
President

By: 
Secretary

By: 
Treasurer

By: 
Superintendent

Schedule A

According to District records, there are teachers that were hired into the District salary schedule below their actual years of teaching experience and did not receive credit on the salary schedule for their previous years of service in their previous employment. The Board agrees to compensate members identified in the employee spreadsheet who were adversely affected by not being hired in at the proper step and are still employed with the District. (Employee Spreadsheet can be requested at the district office). These employees are those who are currently employed with the District, have been employed with the District for at least five years, and who were not hired at the appropriate step of the salary schedule. Employees who have served five (5) years with the District will be eligible for three (3) years of lost service time. After the employee has served the five (5) years and has been restored with the three (3) years of lost time, then the employee can earn each year until their time is restored in full.

If there is any employee that contends that they should be included on the spreadsheet, the employee must raise their claim within ten (10) days of the ratification of this agreement. The Board and the Association agree that no grievance can be filed regarding this matter.

Any teacher that is off schedule for the 2024-2025 school year (Step 24, 25, and 27+) will receive a \$500 off schedule stipend upon ratification of the contract.

2024-2025				
Step	BA	BA+15	BA+30/MA	BA+45/MA15
1	38,519	39,875	43,268	44,669
2	40,154	41,505	44,963	46,362
3	42,000	43,353	46,873	48,278
4	43,849	45,198	48,789	50,195
5	45,691	47,045	50,702	52,111
6	47,542	48,890	52,620	54,026
7	49,385	50,738	54,536	55,939
8	51,232	52,588	56,451	57,851
9	53,084	54,433	58,366	59,773
10	54,930	56,282	60,282	61,686
11	56,772	58,129	62,197	62,498
12	58,480	60,441	64,711	66,112
13	59,176	61,224	65,408	66,970
14	59,758	62,581	66,647	68,250
15	60,102	63,363	67,546	69,108
16	61,585	64,842	68,523	69,928
17	62,013	65,625	69,220	70,463
18	62,556	66,408	69,593	71,321
19	63,159	66,868	69,917	72,255
20	63,559	67,651	70,614	73,190
21	63,631	68,473	71,033	74,124
22	64,178	69,296	71,673	75,058
23	64,699	70,079	72,312	75,681

26	65,331	70,660	72,951	76,386
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2025-2026				
Step	BA	BA+15	BA+30/MA	BA+45/MA15
1	39,290	40,672	44,134	45,563
2	40,957	42,335	45,862	47,289
3	42,840	44,220	47,811	49,244
4	44,726	46,101	49,765	51,199
5	46,605	47,986	51,716	53,153
6	48,493	49,868	53,672	55,106
7	50,373	51,753	55,627	57,058
8	52,257	53,639	57,580	59,008
9	54,145	55,522	59,533	60,968
10	56,028	57,408	61,487	62,919
11	57,908	59,291	63,441	63,748
12	59,650	61,650	66,005	67,434
13	60,359	62,449	66,716	68,309
14	60,953	63,832	67,980	69,615
15	61,304	64,631	68,897	70,490
16	62,816	66,139	69,894	71,327
17	63,253	66,937	70,605	71,872
18	63,807	67,736	70,985	72,748
19	64,423	68,205	71,316	73,701
20	64,830	69,004	72,026	74,653
21	64,904	69,842	72,454	75,606
22	65,462	70,682	73,106	76,559
23	65,993	71,480	73,758	77,195
26	66,637	72,073	74,410	77,914

2026-2027				
Step	BA	BA+15	BA+30/MA	BA+45/MA15
1	40,468	41,892	45,458	46,930
2	42,185	43,605	47,238	48,708
3	44,125	45,547	49,245	50,721
4	46,068	47,484	51,258	52,735
5	48,003	49,425	53,268	54,748
6	49,947	51,364	55,283	56,760
7	51,884	53,306	57,295	58,769
8	53,825	55,249	59,307	60,778

9	55,770	57,187	61,319	62,797
10	57,709	59,130	63,332	64,807
11	59,645	61,070	65,344	65,660
12	61,439	63,500	67,985	69,457
13	62,170	64,322	68,717	70,359
14	62,781	65,747	70,019	71,703
15	63,143	66,570	70,964	72,605
16	64,701	68,123	71,991	73,467
17	65,151	68,945	72,723	74,028
18	65,722	69,768	73,114	74,930
19	66,355	70,252	73,455	75,912
20	66,775	71,074	74,187	76,893
21	66,851	71,938	74,628	77,875
22	67,426	72,802	75,299	78,856
23	67,972	73,625	75,971	79,511
26	68,637	74,235	76,643	80,251

**SCHEDULE B
EXTRA DUTY PAY SCALE**

Advisors

% of BA step 1 pay scale

Elementary Student Council	1%
Freshman Class	2%
Sophomore Class	2%
Junior Class	3%
Senior Class	3%
Student Council – Middle School	1.5%
Student Council – High School	2%
Yearbook (outside the master schedule only)	5%
Newspaper (outside the master schedule only)	2.5%
Academic Clubs-High School (Authorized)*	2%
Academic Clubs-MS & Elem (Authorized)*	1.5%
Non-Academic Clubs (Authorized)*	1% per sem
Webmaster	6%
Robotics	(Adjusted/negotiated annually based on grant funding)

Authorized clubs and sports must have prior Board of Education approval*

% of BA step 1 pay scale

Baseball or Softball

JV (Authorized)*	4%
Varsity	7%

Basketball

Freshman (Authorized)*	4.5%
JV	7%
Varsity	10%
Cheerleading	
Competitive Cheer	7%
Volleyball	
JV	7%
Varsity	10%
Golf	
Varsity	5%
Track	
Varsity	7%
Cross Country	
Varsity	7%
Wrestling	
Varsity	7%
Football	
Varsity	10%
JV Football	7%
Soccer (Boys' or Girls')	
Varsity	7%
JV Soccer	4%
Mentor Teacher	2.25%
After School Tutor	\$55/hr
Band Director & Activities	10%
Choir Director (w/ musical)	2% (4% total w/musical)
Assistant Coach - Varsity Sports (Authorized)*	4%
7th & 8th Grade Interscholastic Athletics**	4%
K-6 Intramural Sports**	1%
Safety Patrol	2%
Book Fair Coordinator	1%/Event

Home Event Manager/Worker Agreed upon annually upon negotiation between AD and union

** K-8 grade seasons will require a minimum of six (6) events/games or twelve (12) sessions to qualify for payment. Pre-approval must be obtained from administration prior to the season.

High School coaches: Will receive a 0.5% per year increase of experience for each of the first 9 years (i.e., 0.5% increase for each year 2-9, to max out at an additional 4%).

Middle School Coaches: Will receive a 0.5% per year increase of experience for each of the first 2 years (i.e., 0.5% increase for years 2 and 3, to max out at an additional 1%).

** Any certified Forest Area staff member who has a break in service as a coach with Forest Area and has prior coached at Forest Area shall have such coaching experience credited for purposes of placement on schedule B. This will only apply to coaching experiences at the same level and same sport. For example: Junior Varsity or Junior High coaching experience in basketball will not be credited to a newly received Varsity Basketball coaching position. The newly acquired Varsity Basketball coaching position will start at the beginning scale of

the schedule B for Varsity Basketball coaches.

Promotions in coaching levels for staff members in the same sport will not result in the reduction of pay for the coach being promoted. For Example: A J.V. a basketball coach at the top of the scale promoted to the Varsity basketball position at the bottom of the scale will not receive less pay than his/her previous position. The coach will be positioned on the scale to the step exceeding his/her previous pay as a J.V. coach.

Any schedule B vacancies shall be posted, for one week, internally, to bargaining members first, then it shall be posted externally.

Admin will discuss Schedule B positions with the Association leadership, prior to creating any new positions or postings.



Forest Area Community Schools 2024-2025

WARRIORS
July 2024

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2024

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 28..... Staff Work Day
 August 29..... Staff PD Day
 September 3..... Half day - First day of School
 September 25..... Half day - Staff PD
 October 17-18..... Half Day
 October 23..... Half day - Staff PD
 November 1..... End of First Quarter
 November 5..... RSDD - No Students
 November 27-29..... Thanksgiving
 December 23-Jan 3... Winter Break

January 6..... School Resumes
 January 16-17..... Half Day - End of 1st Semester
 January 29..... Half Day - Staff PD
 February 17..... Staff PD
 February 26..... Half Day - Staff PD
 March 6-7..... Half Day
 March 21..... End of Third Quarter
 March 24-31..... Spring Break

April 1..... School Resumes
 April 18..... Half day - Staff PD
 May 26..... Memorial Day - No School

June 1..... Graduation
 June 6..... Last Day - End of 2nd Semester

- Holiday / No School
- Half Day Students
- Staff Only No Students
- Last Day of School

January 2025

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2025

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2025

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					