

**ADMINISTRATIVE
SUPPORT STAFF
AGREEMENT**

2006-07 through 2007-08

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06 30 2008
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**Forest Hills Public Schools
6590 Cascade Road, S.E.
Grand Rapids, MI 49546
Daniel Behm, Superintendent**

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PREFACE

This Agreement, is made and entered into on the 18th day of June, 2001, and extended through June 30, 2008, by and between the Forest Hills Board of Education and the Administrative Support Staff, covering employment conditions, wages and fringe benefits for all administrative support staff listed below. The term "employee" when used hereinafter in this Agreement refers to all administrative support staff represented by the Core Group.

Accounting Clerk	Media Processing Assistant
Accounts Payable Clerk	Media Secretary
After-School Supervision	Operations Secretary
Alternative Education Aide	Overload Aide
Athletic Events Secretary	Parking Lot Attendant
Athletic Secretary	Personnel Secretary
Attendance Secretary	Personnel Technician/Secretary
AV Technician Assistant	Playground Aide
Bookkeeper	Printing Aide
Bus Aide I	Printing Technician
Bus Aide II	Printing Technician - Lead
Bus Garage Secretary	Purchasing Clerk
Cafeteria Aide/Noon Supervision	Reading Aide (At Risk)
Community Based Instructional Aide	Receptionist (District)
Community Enrichment Program Coord.	Registrar
Community Enrichment Secretary	Routing Coordinator - Transp.
Community Services Secretary	Safety Officer
Computer Help Desk	Schools Plus Coordinator
Computer System Operator	Second Language Learners Aide (ESL)
Content Coordinator Secretary	Secretary - Buildings and Grounds
Coordinator of Security (High School)	Secretary I, II, III, IV
Curriculum/Staff Development Secretary	Secretary - Elementary
District Audio Visual Secretary	Secretary - 5/6
Early Childhood Aide	Secretary - Middle School
Environmental School Reading Aide/Secy.	Secretary - High School
Events Services Assistant	Senior Citizen Program Coordinator
Facilities/Events Secretary	Spanish Immersion Aide
Food Service Secretary	Special Education Aide
G.A.T.E.ways Secretary	Special Education Registrar
Gator Aide (At Risk)	Special Projects/Tech Center Secretary
Graphic Artist/Printing Secretary	Special Services Secretary
Guidance Secretary	Student Services Secretary
Head Secretary - Elementary	Student Coordinator
Head Secretary - 5/6 School	Study Hall Monitor
Head Secretary - Middle School	Systems Technician I
Head Secretary - High School	Technology Lab Technician
Health and Wellness Coordinator	Transition Coordinator
In-House Suspension	Transportation Secretary I
Instruction Secretary	Transportation Secretary II
K-12 Media	Visually Impaired Aide
Math Aide (At Risk)	Vocational Job Trainer (Special Ed)
Media Technician - K-6	Volunteer Events Secretary
Media Assistant - Secondary	Youth Enrichment Coordinator

ADMINISTRATIVE SUPPORT STAFF CORE GROUP

The Core Group will consist of persons representing all Administrative Support Staff. Representation shall reflect various job classifications and buildings within the District. All changes to the Administrative Support Staff Agreement shall be presented in writing to Core Group members prior to changes being made. Changes shall be reflected in the form of an addendum to the handbook.

ARTICLE I: WAGES

A. WAGES

Wages will be based on an hourly pay schedule determined by job classification, grade and seniority in the position. Employees that are teacher certified may be placed on Steps 2, 3 and/or 4 in Grades I, II and III of the pay schedule.

Job classifications and grades are defined below:

<u>GRADE</u>	<u>CLASSIFICATION</u>	<u>POSITION</u>
I	Bus Aide I Printing Aide <u>Classroom Support I</u>	After School Supervision Cafeteria Aide/Noon Supervision Early Childhood Aide In-House Suspension Overload Aide Playground Aide Study Hall Monitor
II	AV Technician Assistant Bus Aide II Media Asst. - Secondary <u>Classroom Support II</u>	Special Education Aide Student Coordinator
III	Alternative Ed Aide Environmental School Reading Aide/Secretary Facilities Clerk Gator Aide (At Risk) Math Aide (At Risk) Media Asst. - Middle/Secondary Media Technician - K-6 Printing Technician Reading Aide Safety Officer Second Language Learners Aide (ESL) Spanish Immersion Aide Technology Lab Technician Visually Impaired Aide (Braille) <u>Secretary I</u>	Athletic Events Secretary Bus Garage Secretary Media Processing Asst. Media Secretary Volunteer Events Secy.

GRADE

IV

CLASSIFICATION

Community Based Instructional
Aide
Coordinator of Security
Secretary II

POSITION

Attendance Secretary
Community Enrichment
Secretary
District Receptionist
Food Service Secretary
Guidance Secretary
(Secondary)
Secretary - Elementary
Secretary - 5/6 School
Secretary - Middle School
Secretary - High School
Special Ed Registrar
Special Ed Secretary
Transportation Secy. II
Vocational Ed Secretary

V

Accounts Payable Clerk
Accounting Clerk
Bookkeeper
Community Enrichment
Program Coordinator
Computer Help Desk
Computer Systems Operator
Health & Wellness Coordinator
K-12 Media
Senior Citizen Program Coord.
Transition Coordinator
Vocational Job Trainer (Sp Ed)
Youth Enrichment Coord.
Secretary III

Athletic Secretary
Building & Grounds Secy.
Community Services Secy.
Content Coordinator Secy.
Curriculum/Staff Dev. Secy.
District Audio Visual Secy.
Events Services Assistant
Facilities/Events Secretary
G.A.T.E.ways Secretary
Graphic Artist/Printing Secy.
Head Secretary - Elementary
Head Secretary - 5/6 School
Head Secretary - Middle School
Instruction Secretary
Operations Secretary
Registrar
Special Projects/Tech Ctr. Secy.
Transportation Secretary I

GRADE

VI

CLASSIFICATION

Systems Technician I
Secretary IV

POSITION

High School Head Secretary
Personnel Technician/Secretary
Routing Coordinator
(Transportation)
Schools Plus Coordinator
Student Services Secretary
Transportation Secretary I

B. HOURLY WAGE SCHEDULE

The hourly wage schedule for 2006-07 and 2007-08 are listed below. The new wage scale is effective July 1 of each year.

<u>GRADE I</u>	<u>2006-07</u>	<u>2007-08</u>
Step 0	\$ 9.73	\$ 9.90
Step 1	\$ 9.89	\$10.06
Step 2	\$10.05	\$10.23
Step 3	\$10.21	\$10.39
Step 4	\$10.37	\$10.55
Step 5	\$10.53	\$10.71
Step 6	\$10.69	\$10.88
Step 7	\$10.86	\$11.05
Step 8	\$11.06	\$11.25
Step 9	\$11.22	\$11.42
Step 10	\$11.39	\$11.59
Step 11	\$11.56	\$11.76
Step 12	\$11.77	\$11.98
Step 13	\$11.94	\$12.15
Step 14	\$12.13	\$12.34
Step 15	\$12.32	\$12.54
Step 16	\$12.51	\$12.73
Step 17	\$12.72	\$12.93
Step 18	\$12.92	\$13.15
Step 19	\$13.11	\$13.34
Step 20	\$13.32	\$13.55

<u>GRADE II</u>	<u>2006-07</u>	<u>2007-08</u>
Step 0	\$10.95	\$11.14
Step 1	\$11.13	\$11.32
Step 2	\$11.29	\$11.49
Step 3	\$11.46	\$11.66
Step 4	\$11.64	\$11.84
Step 5	\$11.84	\$12.05
Step 6	\$12.01	\$12.22
Step 7	\$12.21	\$12.43
Step 8	\$12.40	\$12.62
Step 9	\$12.59	\$12.81
Step 10	\$12.80	\$13.02
Step 11	\$12.99	\$13.22
Step 12	\$13.20	\$13.43
Step 13	\$13.41	\$13.64
Step 14	\$13.61	\$13.85
Step 15	\$13.83	\$14.07
Step 16	\$14.04	\$14.29
Step 17	\$14.27	\$14.52
Step 18	\$14.49	\$14.74
Step 19	\$14.71	\$14.97
Step 20	\$14.94	\$15.20

GRADE III

Step 0
Step 1
Step 2
Step 3
Step 4
Step 5
Step 6
Step 7
Step 8
Step 9
Step 10
Step 11
Step 12
Step 13
Step 14
Step 15
Step 16
Step 17
Step 18
Step 19
Step 20

2006-07

\$12.43
\$12.63
\$12.83
\$13.02
\$13.22
\$13.42
\$13.63
\$13.84
\$14.05
\$14.28
\$14.49
\$14.71
\$14.94
\$15.18
\$15.43
\$15.63
\$15.89
\$16.13
\$16.38
\$16.63
\$16.89

2007-08

\$12.65
\$12.85
\$13.05
\$13.25
\$13.45
\$13.65
\$13.87
\$14.08
\$14.30
\$14.53
\$14.74
\$14.97
\$15.20
\$15.45
\$15.70
\$15.90
\$16.17
\$16.41
\$16.67
\$16.92
\$17.19

GRADE IV

Step 0
Step 1
Step 2
Step 3
Step 4
Step 5
Step 6
Step 7
Step 8
Step 9
Step 10
Step 11
Step 12
Step 13
Step 14
Step 15
Step 16
Step 17
Step 18
Step 19
Step 20

2006-07

\$13.59
\$13.79
\$14.01
\$14.23
\$14.43
\$14.65
\$14.87
\$15.09
\$15.33
\$15.55
\$15.78
\$16.03
\$16.26
\$16.51
\$16.76
\$17.02
\$17.27
\$17.53
\$17.80
\$18.06
\$18.34

2007-08

\$13.83
\$14.03
\$14.26
\$14.48
\$14.68
\$14.91
\$15.13
\$15.35
\$15.60
\$15.82
\$16.06
\$16.31
\$16.54
\$16.80
\$17.05
\$17.32
\$17.57
\$17.84
\$18.11
\$18.38
\$18.66

<u>GRADE V</u>	<u>2006-07</u>	<u>2007-08</u>
Step 0	\$14.61	\$14.87
Step 1	\$14.85	\$15.11
Step 2	\$15.06	\$15.32
Step 3	\$15.31	\$15.58
Step 4	\$15.53	\$15.80
Step 5	\$15.76	\$16.03
Step 6	\$16.00	\$16.28
Step 7	\$16.23	\$16.51
Step 8	\$16.48	\$16.77
Step 9	\$16.73	\$17.02
Step 10	\$16.99	\$17.29
Step 11	\$17.23	\$17.53
Step 12	\$17.50	\$17.81
Step 13	\$17.76	\$18.07
Step 14	\$18.02	\$18.34
Step 15	\$18.31	\$18.63
Step 16	\$18.57	\$18.89
Step 17	\$18.84	\$19.17
Step 18	\$19.13	\$19.46
Step 19	\$19.42	\$19.76
Step 20	\$19.70	\$20.04

<u>GRADE VI</u>	<u>2006-07</u>	<u>2007-08</u>
Step 0	\$15.60	\$15.87
Step 1	\$15.86	\$16.14
Step 2	\$16.09	\$16.37
Step 3	\$16.33	\$16.62
Step 4	\$16.57	\$16.86
Step 5	\$16.81	\$17.10
Step 6	\$17.07	\$17.37
Step 7	\$17.31	\$17.61
Step 8	\$17.59	\$17.90
Step 9	\$17.84	\$18.15
Step 10	\$18.10	\$18.42
Step 11	\$18.38	\$18.70
Step 12	\$18.65	\$18.98
Step 13	\$18.93	\$19.26
Step 14	\$19.21	\$19.55
Step 15	\$19.50	\$19.84
Step 16	\$19.78	\$20.13
Step 17	\$20.09	\$20.44
Step 18	\$20.38	\$20.74
Step 19	\$20.70	\$21.06
Step 20	\$21.00	\$21.37

\$.50 per hour stipend - Lead Printing Technician

- C. **LONGEVITY**
Longevity is incorporated into the wage schedule.
- D. **PLACEMENT ON THE SALARY SCHEDULE**
When moving from one job classification and grade to another, placement on the salary schedule is determined by experience and seniority. Employees that are teacher certified may be placed on Steps 2, 3 and/or 4 in Grades I, II, and III.
- E. **OVERTIME**
Overtime pay of one and one-half (1.5) times the regular rate shall be paid on actual time worked beyond the forty (40) hour work week. A holiday shall be deemed as a day worked. Compensatory time for any time worked beyond the forty (40) hour work week must also be granted at one and one-half (1.5) times the hours worked beyond a forty (40) hour work week and should be taken during the two (2) week period in which it was earned. Overtime and/or compensatory time shall be authorized by each employee's immediate supervisor prior to working it. Compensatory time shall not accrue and be carried over to the next fiscal year.

ARTICLE II: SENIORITY, LAYOFF AND RECALL

- A. **SENIORITY**
1. Seniority for longevity purposes is defined as the length of continuous service with the Forest Hills Public Schools. Seniority, for layoff purposes, is defined as the length of continuous service as an employee within the job classifications covered by the Administrative Support Staff handbook, commencing with the first day of employment after the last date of hire. When an employee holds multiple assignments at different grades and/or steps, seniority will be based on the assignment with the most hours. An employee must work a minimum of one-half (.5) of their scheduled calendar year in order to be given credit for one (1) full year of seniority.
 2. Seniority automatically terminates if an employee resigns, is discharged or fails to report to a position in the District upon the termination of a leave of absence.

3. Time away from the job on an approved leave of absence, including unpaid time or time an employee is on Workers' Compensation, will not be applied to the employee's seniority, but the employee will not lose seniority accrued up to the date of leave, except as noted above.
4. Seniority will be credited based on the total number of hours worked, not including overtime or subbing, and pro-rated by a tenth of one year, following the same breakdown in hours used by MPSERS to calculate a retirement credit.

1,020 hours or more	1.0 year
918 - 1,019	.9 year
816 - 917	.8 year
714 - 815	.7 year
612 - 713	.6 year
510 - 611	.5 year
408 - 509	.4 year
306 - 407	.3 year
204 - 305	.2 year
203 or less	.1 year

5. It is understood that when an individual moves from one job classification to another, they retain their total seniority within the district to determine vacation days.

B. LAYOFF

When a reduction of staff is necessary, as determined at the sole discretion of the Board of Education, layoff shall be determined in the following manner:

1. Probationary employees shall be laid off first when an employee who has acquired any seniority and whose position has been eliminated, is qualified to perform the services of the probationary employee.
2. The Board will make every effort to send out layoff notifications to affected employees a minimum of two weeks prior to the end of the employee's work year, whenever possible.

3. In the event the position of a senior employee is eliminated, he/she shall have the opportunity to replace the lesser senior employee in the same grade classification or a lower grade classification of employment provided he/she is deemed to have the qualifications, proficiency and efficiency of job performance, special job skills and knowledge necessary to successfully handle the assignment.
4. When a more senior employee moves to a lower grade classification, pay will be adjusted to accurately reflect the pay level for the classification. The employee would retain step placement within the lower classification to reflect appropriate seniority based on the most recent date of hire in a position covered by the Administrative Support Staff handbook.
5. For purposes of layoff and recall, grade classifications V and VI will be combined.

C. **RECALL**

1. The employee will be given written notice of recall at his/her most recent known address by certified letter. If the employee fails to respond within ten (10) days, he/she shall be considered to have voluntarily resigned.
2. Recall shall be in the inverse order based on the same criteria used by layoff as determined by the Board.
 - a. A recall list shall be maintained by the Board for a period not to exceed two (2) years. Thereafter, an employee shall lose his/her right to recall.
 - b. An employee offered a comparable position to the one previously held, who declines recall to work, is considered a voluntary resignation.

ARTICLE III: EMPLOYEE WORK SCHEDULE

A. HOURS OF WORK

1. Daily hours will be assigned for each position by the District. Additional time may be adjusted per mutual consent between the employee and the administrator.
2. Employees who work less than eight (8) hours and more than four (4) consecutive hours per day will be given one (1) fifteen minute paid break and one unpaid half hour (.5) lunch period per day.
3. Employees who work eight (8) consecutive hours per day will be given two (2) fifteen minute paid breaks, one in the morning and one in the afternoon, and one unpaid half hour (.5) lunch period.
4. Breaks are not to be combined with lunch, or to be used to leave early.

B.. SCHEDULED WORK CALENDAR

1. Work weeks, with beginning and ending dates for those employees working less than fifty-two (52) weeks per year, shall be distributed one month prior to the next school year. It is understood that there will be no extension of currently assigned work weeks without mutual consent of the employee involved, unless there is a significant change in the current school calendar. Work weeks are what are budgeted. If the total time is not needed, it is not mandatory that it be used.
2. Employees in Grades I and II will not be scheduled to work during District in-service days, record marking days or parent-teacher conferences, when student are not in attendance, with the exception of secondary media staff, who are allowed to work on scheduled half days for student exams. If an employee in Grades I and II is needed to work for a specific reason on the before mentioned days, a request shall be made, in writing by the building principal, and must be approved in advance by the Assistant Superintendent for Human Resources. If employees in Grades I and II are invited to attend District-Wide orientation meetings on opening day or other times scheduled during the year, those attending will be paid at their hourly rate for the actual hours worked.

C. SCHOOL DELAYS

On days when school is delayed for students, all employees are expected to report to work at their regularly scheduled starting time or as soon as they may safely do so. Employees will be paid for hours worked.

D. **SCHOOL CLOSINGS**

1. On days that schools are closed for unscheduled reasons, employees are not expected to work unless notified otherwise by their supervisor. Employees will be paid at their regular rate for the number of days, which are allowable by law. Additional days will not be paid. Fifty-two (52) week employees and those staff assigned to work additional weeks beyond the normal school year may use personal leave or vacation time for the extra days off.
2. If school is closed during the day because of weather conditions or other Acts of God, the employee will be permitted to leave immediately following the last school bus taking students home has departed. To provide office coverage, the administrator will assign an employee to remain after dismissal for inclement weather or other Acts of God. That employee will receive compensation or flex-time for time worked.

ARTICLE IV: LEAVES OF ABSENCES

A. **PAID LEAVES**

1. **Sick Leave**

- a. Sick leave will be paid at the employee's regular rate of pay.
- b. Following successful completion of the probationary period, one (1) day of sick leave will be granted per month, equal to the number of hours worked per day. Up to ten (10) sick leave days per year will be granted.
- c. Sick leave may be used for personal illness, doctor appointments for personal illness or the illness of your immediate family.
- d. If an employee is going to be unavailable for work, he/she shall call his/her supervisor no later than one (1) hour prior to the employee's established reporting time.
- e. The Assistant Superintendent for Human Resources may request a physician's statement if he/she questions the use of sick leave benefit.
- f. Sick leave may be accumulated without limit.

2. **Family and Medical Leave Act (FMLA)**

- a. The District will maintain the employee's health benefits for covered FMLA leave in compliance with the Family and Medical Leave Act of 1993 for up to twelve (12) weeks during a fiscal year for the serious medical condition of the employee or the care of an immediate family with a serious health condition. The law does not provide for employee wages during such leave. Paid leave is granted only if sufficient accumulated sick days are available to cover the duration of the leave and the employee has been employed at least one full year and has worked at least 1,250 hours over the previous twelve months, and is eligible under FMLA. Employees are required to use their accumulated sick leave for an approved FMLA leave.
- b. Requests for FMLA by employees that are eligible under FMLA guidelines for the serious health condition of an employee or an immediate family member, requires medical certification.
- c. The employer has the right to develop, approve and implement policies that comply with the Family and Medical Leave Act of 1993.

3. **Funeral Leave**

- a. Employees may use up to one (1) day of sick leave to attend the funeral and up to three (3) days of sick leave for the death of an immediate family member. Additional days may be authorized by the Assistant Superintendent for Human Resources.
- b. Immediate family is defined as spouse, child, stepchild, foster or adopted child or which you have legal guardianship, parent, grandparent, grandchild, sister, brother, or the immediate family of spouse.
- c. Absence for funeral requires prior approval from the employee's immediate supervisor.

4. **Personal Leave**

- a. Requests for personal leave must be submitted to the supervisor three (3) work days in advance. The immediate supervisor will send the request to the Assistant Superintendent for Human Resources for final approval.
- b. Fifty-two (52) week employees will receive five (5) personal leave days per year based on their regularly scheduled hours.
- c. Employees who work less than fifty-two (52) weeks will receive three (3) personal leave days per year based on their regularly scheduled hours.
- d. One unused personal leave day, equal to the average daily hours worked the previous year, will be carried over to the personal leave bank the following year. Additional unused personal leave days will be added to the sick leave bank.

5. **Jury Duty**

- a. If an employee is subpoenaed for jury duty, it is his/her responsibility to notify his/her immediate supervisor.
- b. The check received for jury duty must be submitted to the Business Office. The mileage pay received should be reported separately and will be refunded to the employee.
- c. If the employee is dismissed from jury duty during his/her regular working hours, he/she is expected to return to work.

6. **Sick Leave Pay Upon Termination of Employment**

Upon termination of employment, if an employee has accumulated sick leave, the Board will pay the employee the amount specified below on the employee's final paycheck.

50 days (300 hours)	\$ 500.00
67 days (400 hours)	\$ 750.00
83 days (500 hours)	\$1,000.00
100 days (600 hours)	\$1,250.00
115 days or more (690+ hours)	\$1,500.00

B. **UNPAID LEAVES**

1. **Child Care Leave of Absence**

An unpaid child care leave of absence for up to one (1) school year may be granted under the following conditions:

- a. The employee will notify the Assistant Superintendent for Human Resources, in writing, at least two (2) months prior to scheduled delivery or as soon as possible with an adoption, indicating the approximate length of leave desired.
- b. The employee is required to send notification, in writing, to the Assistant Superintendent for Human Resources, of the employee's intentions for the upcoming school year no later than May 30. Non-submission of a letter of the employee's intentions will be admission of their resignation from the district.

2. **Illness/Accident**

If an employee has a medical emergency that requires a long period of recuperation, the employee may request an unpaid leave of absence for up to one (1) school year. This request must be submitted in writing to the Assistant Superintendent for Human Resources, accompanied by a physician's statement.

The employee is required to notify the Assistant Superintendent for Human Resources, in writing, prior to May 30, of his/her intentions for the upcoming school year and must submit a physician's statement prior to returning to work verifying the employee is able to return to work and perform his/her duties.

3. **Special Leave of Absence**

After five (5) years of employment with the District, an employee may request, in writing to the Assistant Superintendent for Human Resources, an unpaid leave of absence for the remainder of that school year.

The employee is required to notify the Assistant Superintendent for Human Resources, in writing, of his/her intentions for the upcoming school year no later than May 30. Non-submission of a letter of the employee's intentions will be admission of his/her resignation from the district.

4. **Extension of Unpaid Leave of Absence**
If an approved leave of absence must be extended for any reason, the employee must notify the Assistant Superintendent for Human Resources, in writing, at least two weeks prior to the scheduled return date, or prior to May 30 of each school year of their intentions for the following school year. Non-submission of a written notification to the Assistant Superintendent for Human Resources prior to May 30 is admission of his/her resignation from the district.

5. **Family and Medical Leave Act (FMLA)**
Employees that have been employed for at least one year and have worked at least 1,250 hours the previous year, and are eligible for covered FMLA leave for the serious health condition of the employee, or for the care of the employee's spouse, parent or dependent child for a serious health condition, will continue to receive health benefits for up to twelve (12) weeks while on unpaid leave in compliance with the Family and Medical Leave Act of 1993.

6. **Fringe Benefits while on Unpaid Leave**
During an unpaid leave, except those covered by the Family and Medical Leave Act of 1993, the employee will be responsible to pay to the Accounting Office each month, an amount sufficient to pay the insurance premiums if the employee chooses to continue coverage.

All other fringe benefits shall terminate upon the commencement of the leave of absence, except those leaves and benefits covered under the Family and Medical Leave Act of 1993, and will be reinstated upon the employee's return. It is the employee's responsibility to complete necessary paperwork in the Personnel Office to reinstate fringe benefits and insurance coverage.

7. **Return to Employment from Unpaid Leave**
Upon completion of leave, the employee may be guaranteed to return to the same position or to another position for which he/she is qualified. Non-acceptance of such a position shall terminate the Board's obligation to rehire.

Furthermore, it is the employee's responsibility to notify the Personnel Office in writing of the employee's intentions for the upcoming school year no later than May 30 of each year. Non-submission of a letter of the employee's intentions will be an admission of his/her resignation from the district.

ARTICLE V: BENEFITS

A. FAMILY AND MEDICAL LEAVE ACT (FMLA)

Employees who worked a minimum of 1,250 hours the prior fiscal year and currently take advantage of health benefits provided by the Board, are entitled to continuation of twelve (12) weeks insurance coverage under the Family and Medical Leave Act of 1993 for the serious health conditions of spouse, son, daughter, stepson, stepdaughter, adopted or foster child, or which the employee has legal guardianship, mother, father, mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, grandparent, grandparent of spouse, or for the serious health condition of the employee.

The employee will be responsible to pay to the Accounting Office each month, an amount sufficient to pay the insurance premiums if the employee chooses to continue insurance coverage beyond covered FMLA leave.

B. VACATION

1. Employees are entitled to receive paid vacation based on seniority with the District as of the anniversary date of employment in a permanent position as specified below.
 - a. Employees with anniversary dates between July 1 and December 31, shall be entitled to paid vacation effective July 1 of the year in which they will be eligible based on seniority.
 - b. Employees with anniversary dates between January 1 and June 30, shall be entitled to paid vacation effective July 1 of the year in which they have reached eligibility based on seniority.

C. VACATION (52 WEEK EMPLOYEES)

Employees who work fifty-two (52) weeks shall be entitled to the following vacation schedule based on actual hours worked per week unless the Assistant Superintendent for Human Resources makes a written exception.

52 Week Employees

- Following 30 day probationary period to less than two (2) years
- Two (2) years but less than five (5) years
- Five (5) years
- Six (6) years
- Seven (7) years
- Eight (8) years
- Nine (9) years
- Ten (10) years

Length of Paid Vacation

- Five (5) work days
- Ten (10) work days
- Fifteen (15) work days
- Sixteen (16) work days
- Seventeen (17) work days
- Eighteen (18) work days
- Nineteen (19) work days
- Twenty (20) work days

D. **VACATION (NON-52 WEEK EMPLOYEES)**

Employees who work less than 52 weeks shall be entitled to the following vacation scheduled based on actual hours worked per week unless the Assistant Superintendent for Human Resources makes a written exception.

Non-52 Week Employees

- Completion of three (3) or more years of service

Length of Paid Vacation

Five (5) paid days during Winter Break unless requested and approved otherwise

Non-52 Week Employees

- Completion of seven (7) or more years of service

Length of Paid Vacation

Eight (8) additional paid days, in which five (5) days will be paid during Spring break requested and approved otherwise.

- Non-52 week employees may choose on which non-paid days during the school year to use their vacation days. To choose the dates, the employee must submit in writing to the head secretary, the exact dates they would like their pay attached to. This must be done no later than the first Friday in October. Employees will automatically receive their pay (5 days at winter break and 5 days at spring break for eligible employees) unless a change is requested. Employees who have completed seven (7) years of service, should give a written request to the building head secretary by the first Friday in October, stating the date(s) on which the employee would like to be paid for the three (3) additional vacation days beyond the 5 days at winter break and 5 days at spring break.

E. **PROCESS FOR REQUESTING VACATION**

1. Requests for vacation for 52-week employees must be submitted on the appropriate form two (2) weeks in advance and must be approved by the employee's supervisor.
2. Non-52 week employees may choose on which non-paid days during the school year to use their vacation outside of the winter and spring break. To choose the dates, the employee must submit in writing to the head secretary, the exact dates they would like their pay attached to. This must be submitted no later than the first Friday in October of each year. Employees will automatically receive their pay (5 days at spring break for eligible employees after completing three (3) years of service with the district, unless requesting a change. Employees who have completed seven (7) years of service are eligible for thirteen (13) paid vacation days. The exact days in which the employee desires to

use these vacation days on non-scheduled work days, should be requested in writing to the building head secretary by the first Friday in October. Employees that have completed seven (7) years of service with the district will automatically receive five (5) paid days during winter break and five (5) paid days during spring break, unless requested otherwise. The remaining three (3) paid vacation days are to be requested and mutually agreed upon by the employee and the employee's supervisor, for other non-scheduled work days throughout the school year.

3. Employees must use vacation time granted within the twelve (12) month time period unless a written request is submitted to the Assistant Superintendent for Human Resources requesting an extension for a six (6) month period. If said request is not received, those vacation days will be lost.
4. If an employee leaves the District, vacation time will be used prior to termination.

F. **HOLIDAYS**

1. **52-Week Employees**

The following holidays will be paid at the employee's regular hours and pay rate for fifty-two (52) week employees. If the holiday falls on a Saturday, the Friday preceding will be the designated holiday. If the holiday falls on a Sunday, the following Monday will be the designated holiday.

Fourth of July
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day
New Years' Eve Day
New Years' Day
Good Friday (if scheduled on a non-attendance day
on the District Calendar)
Memorial Day

2. **40-51 Week Employees**

The following holidays will be paid at the employee's regular hours and pay rate. If the holiday falls on a Saturday, the Friday preceding will be the designated holiday. If the holiday falls on a Sunday, the following Monday will be the designated holiday.

Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day
New Years' Day
Good Friday (if scheduled on a non-attendance day
on the District Calendar)
Memorial Day

3. **Less than 40-Week Employees**

The following holidays will be paid at the employee's regular hours and pay rate. If the holiday falls on a Saturday, the Friday preceding will be the designated holiday. If the holiday falls on a Sunday, the following Monday will be the designated holiday.

Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
New Years' Day
Good Friday (if scheduled as a non-attendance day
on the District Calendar)
Memorial Day

4. **Probationary Employees**

Holiday pay shall not be granted to an employee during their probationary period. After the successful completion of their probationary period, employees are considered permanent employees and will be granted all benefits outlined for permanent 52 and non-52 week employees.

G. **INSURANCE**

1. **Health Insurance**

The Board will provide health insurance at the lowest premium rate of the current Blue Cross/Blue Shield, Blue Care Network, Care Choices, Grand Valley Health Plan, or Priority Health Plan. Employees who do not select the lowest premium health insurance carrier will pay the monthly premium difference through payroll deduction. All plans will include a prescription co-pay of \$5.00 for generic and \$10.00 brand name medications. The employee will

be responsible for covering the cost of the \$200 deductible for full-family and \$100 for single subscriber.

a. **52-Week Employees**

Employees who work fifty-two (52) week schedules and eight (8) hours per day will be eligible for full-family coverage paid in full. Fifty-two week employees who work less than eight (8) hours per day will have their coverage pro-rated.

b. **Non-52 Week Employees**

Employees who work thirty-eight (38) weeks or more per year, but less than fifty-two (52), and work thirty (30) or more hours per week, will be eligible for employee only coverage paid in full. The employee may purchase self and spouse or full-family health coverage. Monthly premiums will be deducted from the employee's pay throughout the year.

Employees who work thirty-eight (38) weeks or less, and less than thirty (30) hours per week may purchase health insurance. Monthly premiums will be deducted from their pay throughout the year.

c. **Waiving Health Insurance**

Employees who waive their health insurance coverage are eligible for the single subscriber rate as a credit to purchase other benefits. (See below)

2. **Dental Insurance**

The Board will provide the Forest Hills Self-Funded Dental Plan I. Specific terms and conditions of coverage are set forth in the group policy provided by the Board.

a. **52-Week Employees**

Employees who work fifty-two (52) week schedules will be eligible for full-family coverage. Fifty-two (52) week employees who work less than eight (8) hours a day will have their coverage pro-rated.

b. **Non-52 Week Employees**

Employees who work less than fifty-two (52) weeks are eligible to purchase dental insurance.

3. **Vision Insurance**

The Board will provide the Forest Hills Self-Funded Vision Plan I. Specific terms and conditions of coverage are set forth in the group policy provided by the Board.

- a. **52-Week Employees**
Employees who work fifty-two (52) week schedules will receive full-family coverage. Fifty-two (52) week employees who work less than eight (8) hours a day will have their coverage pro-rated.
- b. **Non-52 Week Employees**
Employees who work less than fifty-two (52) weeks are eligible to receive a single person policy at no expense to the employee. Employees may purchase additional vision insurance for full family coverage.

Employees will receive the single subscriber vision rate which they may apply toward the following:

- Health Care Coverage
- Annuity Option from any of the Board Plans
- Cash Option
- Vision Coverage

4. **Signing Up for Insurance Coverage**

It is the responsibility of the employee to sign up for insurance coverage in the Personnel Office within thirty (30) days after the probationary period is over or during the open enrollment period each September.

5. **Annuity Payment Option**

Employees who waive health benefits may opt to invest in a 403(b) or 457 Tax Sheltered Annuity with any of the Board approved vendors through authorized payroll deductions.

This option shall be terminated at any time the Board contributions to the annuities, on behalf of the employees of the Board, do not satisfy the non-discrimination requirements of Section 403(b), 457, or Section 89 of the Internal Revenue Code. Alternatives to this option will be mutually agreed to.

6. **Cash Option in Lieu of Health Benefits**

In lieu of subscribing to the Board provided health insurance, an employee who works at least thirty (30) hours a week and thirty-eight (38) weeks or more per year may select the cash option equal in dollar amount to the lowest "single" subscriber premium rate for health insurance. There will be an 8% cap for increased insurance premiums for those opting for the cash in-lieu of benefits. The cash option will be disbursed over eighteen (18) pay periods, beginning the first pay in October and terminating the first pay in June of each fiscal year.

7. **Life Insurance**
 - a. **52-Week Employees**
Employees who work fifty-two (52) week schedules will receive a \$30,000 term life insurance policy.
 - b. **Non-52 Week Employees**
Employees who work thirty-eight (38) or more weeks, and thirty (30) or more hours per week, will receive a \$20,000 term life insurance policy.
8. **Long-Term Disability**
 - a. **52-Week Employees**
Employees who work fifty-two (52) week schedules and eight (8) hours a day will receive long-term disability insurance at 66 2/3 of qualified wages to a monthly maximum of \$2k500. The coverage begins after a ninety (90) calendar day waiting period.
 - b. **Non-52 Week Employees**
Employees who work thirty-eight (38) or more weeks, and thirty (30) or more hours per week, may purchase long-term disability insurance through the Flexible Benefit Plan.
9. **Hold Harmless**

Liability protection to defend, hold harmless and indemnify the employee in the event that any claim, legal proceeding, etc., is brought against the employee in their capacity as an employee of the District, provided that he/she is acting within the scope of their employment. This protection is limited to the liability policy maintained by the District (\$100,000,000), subject to carrier requirements and restrictions.
10. **Workers' Compensation Insurance**
 - a. The Board will provide Workers' Compensation insurance.
 - b. Employee must report job-related injuries to the Personnel Office within twenty-four (24) hours through completion and submission of the appropriate form.
 - c. In cases where the employee is paid benefits under the Workers' Compensation Act, the employee may request deductions on a pro-rata basis from the sick leave accumulation to insure no difference between the employee's regular straight time wages to Workers' Compensation benefits and the actual benefits paid under the provisions of the said Workers' Compensation benefits or lack of sick leave accumulation.
(Reference: Medical Treatment and Medical Control Procedures Addendum.

**ARTICLE VI: VACANCIES TRANSFERS, REASSIGNMENT
AND RESIGNATIONS**

- A. **VACANCIES**
When positions become available, a vacancy notice shall be posted within the District for five (5) days before the position may be filled.
- B. **TRANSFERS**
An employee interested in a transfer to a vacant position in the District should submit his/her request, in writing, to the Assistant Superintendent for Human Resources.
- C. **REASSIGNMENT**
Applicants from within the District will be considered prior to applicants from outside the District.
- D. **INVOLUNTARY TRANSFERS/REASSIGNMENTS**
Involuntary or forced transfers will be minimized and avoided whenever possible.
- E. **RESIGNATION**
If an employee wishes to resign from his/her position, he/she should inform the Assistant Superintendent for Human Resources, in writing, at least two (2) weeks in advance.
- F. **JOB DESCRIPTIONS**
Each position shall have a written job description provided by the Personnel Office. If the responsibilities of the position change, the job description is to be revised accordingly and submitted to Personnel for review. When the job responsibilities change, all changes are to be discussed in full with the employee, the supervisor and the Assistant Superintendent for Human Resources, so that the employee fully understands his/her new responsibilities.

ARTICLE VII: HIRING PROCEDURES

- A. When deemed appropriate by the District, personal interviews will be conducted by the Assistant Superintendent for Human Resources and/or the supervisor for candidates considered by the district to possess the qualifications for the vacant position.
- B. Skill tests will be administered to candidates, when appropriate, by the Assistant Superintendent in Personnel, or designee.

- C. A candidate will be employed only for the position currently vacant and for which they applied without anticipation on the candidate's part of a future position with the District or anticipation of a transfer. Criteria for hiring will be based upon the candidate's skills, suitability, experience and qualifications for the specific vacancy as it relates to the job description. A candidate will be employed only for the position currently vacant and for which they applied without anticipation on the candidate's part of a future position with the District or anticipation of a transfer. Criteria for hiring will be based upon the candidate's skills, suitability, experience and qualifications for the specific vacancy as it relates to the job description.
- D. Consideration will be given for prior experience outside the school district in determining placement on the salary schedule. Employees that are teacher certified may be placed on Steps 2, 3 and/or 4 in Grades I, II and III.

ARTICLE VII: PROBATIONARY PERIOD

- A. A new employee shall be on probation for thirty (30) work days, with the ability of the administration to extend the probationary period for thirty (30) additional days and place the employee on an improvement plan. The purpose of the probationary period is to provide an opportunity for the Board to determine if the employee has the ability and other attributes necessary to qualify him/her for permanent employment status.
- B. During the probationary period, the employee may be laid off or dismissed at the sole discretion of the Board.
- C. Fringe benefits will not be in effect during the probationary period. Fringe benefits are defined as health benefits, dental, vision, life, LTD, cash option in lieu of health benefits, annuity, holiday pay, vacation pay, personal days, and sick days.
- D. It is the responsibility of the employee to sign up for insurance coverage in the Personnel Office within thirty (30) days after the probationary period.

ARTICLE IX: EVALUATION

A. EVALUATION PROCESS AND TIMELINES

1. Employees will be evaluated on an annual basis for the first two (2) years in a new assignment. If the employee has earned a satisfactory evaluation, he/she will be evaluated every two (2) years, unless a problem is noted by the administrator or supervisor, in which case the employee will be evaluated annually. If an employee receives an unsatisfactory evaluation, he/she will remain on an annual evaluation plan or placed on an improvement plan for a specified period of time until a satisfactory rating is earned. If performance does not improve, the employee may face disciplinary action up to and including discharge. Evaluations may be conducted more frequently, as requested by the employee, administrator or supervisor.
2. Evaluations should be completed no later than May 30. The employee shall receive a copy of the written evaluation and it is to be reviewed in a private conference. One (1) copy of the evaluation will be sent to the Assistant Superintendent for Human Resources for placement in the employee's personnel file.
3. Evaluations must be signed by both the supervisor and the employee. The employee's signature on the evaluation does not necessarily indicate approval or concurrence with the evaluation; it does indicate the evaluation was reviewed with the employee.
4. Evaluations should be based on the job description and made with the objective to assist the employee to improve his/her work techniques and skills, if necessary. Where areas of improvement are needed, an improvement plan will be implemented with the employee and his/her administrator or supervisor.
5. If an employee disagrees with his/her evaluation, he/she should discuss any concerns with the administrator or supervisor. The employee may attach a written addendum, stating concern, to his/her evaluation within thirty (30) days of receipt.
6. Employees shall have the right, with proper advance notice, to review his/her personnel file, excluding pre-employment information and other material judged confidential by the Board.

ARTICLE X: GRIEVANCE PROCEDURES

- A. If a problem of misunderstanding arises between the employee and his/her supervisor, or if an employee has complaints or feels that there has been a misinterpretation or misapplication of any of the conditions of his/her employment, the problem is to be resolved in the following manner:
1. Employees are encouraged to contact their Core Group representative for clarification of potential violation of this Agreement.
 2. The problem is to be discussed between the employee and the supervisor.
 3. If the problem is not resolved to the employee's satisfaction, he/she may, within ten (10) work days, submit the concerns in writing to the Assistant Superintendent in Personnel.
 4. Within ten (10) work days of receipt of the letter, the Assistant Superintendent for Human Resources will meet with the employee and Core Group representative, if the employee so desires, to discuss the situation.
 5. The Assistant Superintendent for Human Resources will respond to such concerns, in writing, within ten (10) work days of the meeting, with copies sent to both the employee and the supervisor.
 6. If an employee still believes that the problem has not been satisfactorily resolved, he/she may appeal, in writing, to the Superintendent.
 7. The Superintendent will meet informally with the employee and Core Group representative, if employee so desires, and with the supervisor and Assistant Superintendent for Human Resources, if deemed necessary, in an attempt to mutually resolve the problem. The decision of the Superintendent shall be final and binding on the parties.

ARTICLE XI: RETIREMENT

- A. Membership in the Member Investment Plan (MIP) of the Michigan Public School Employee Retirement System (MPERS) is required of all employees hired after December 1, 1989. Prior to that date, employees had a choice between Basic and the MIP retirement plan.

1. **MIP:** Employees who selected the MIP on or before December 31, 1989, contribute a single rate of 3.9% of their gross wages. Those automatically enrolled in the MIP have contributions deducted according to the following graduated schedule:

<u>Wages</u>	<u>MIP Contribution Rate</u>
First \$5,000	3% of gross wages
\$5,001 - \$15,000	3.6% of gross wages
Over \$15,000	4.3% of gross wages

- B. In addition to the employee contribution, the Board of Education contributes an additional percentage as required by the State of the gross wages of all employees to the retirement fund.
- C. To be eligible for retirement, an employee must have ten (10) years of service with the Forest Hills Public Schools (and/or other public schools in Michigan). The ten (10) years of service are based on six (6) hours per day or 1,020 hours per school year which equals a full year. Further explanation of the retirement plan can be found in your booklet, "An Introduction to Your Retirement Plan", or contact the Payroll Office.

ARTICLE XII: MISCELLANEOUS PROVISIONS

- A. Only the Superintendent or the Assistant Superintendent for Human Resources may issue policies concerning wages, hours and working conditions, which are binding on the Board and then only if in writing and signed by the issuer.
- B. Board payment for insurance protection shall terminate when the employee is terminated, laid off, on workers' compensation, or when the employee is on a leave of absence without pay, and not eligible covered by FMLA leave.
- C. Notwithstanding the provision of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as in all matters concerning benefits, eligibility and termination of coverage and other such matters.
- D. The Board, by payment of the premium required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance company. Failure by the carrier to provide any of the benefits for which it has been contracted, for any reason, shall not result in any liability to the Board, nor shall such failure be considered a breach of any obligation of the Board.

E. **CASH SAVINGS TO THE BOARD**

1. An employee who proposes an idea in writing to the Assistant Superintendent for Human Resources, which is approved by the Administration, and saves the school district over \$100.00 annually, will receive a one-time bonus of \$50.00.
2. Any employee who proposes an idea in writing to the Assistant Superintendent for Human Resources, which is approved by the Administration, and saves the school district over \$250.00 annually, will receive a one-time bonus of \$100.00.

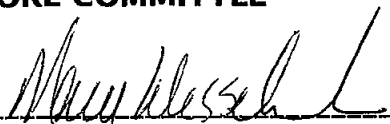
F. **CONCLUSION**

Prior to revisions, additions or changes in any section of the Administrative Support Staff Agreement, relating to employee benefits or working conditions, the change is to be presented, in writing, to the non-affiliated administrative support staff operating by the guidelines of the Agreement for approval.

ARTICLE XII: DURATION

This Agreement shall be extended from June 30, 2004 through June 30, 2008 for language issues. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the dates indicated.


**SIGNED ON BEHALF OF THE
ADMINISTRATIVE SUPPORT STAFF
CORE COMMITTEE**



Mary Wesselink, Chairperson
Administrative Support Staff
Core Group

DATE: August 15, 2006

**SIGNED ON BEHALF OF THE
BOARD OF EDUCATION**



Gloria Graber, Chief Negotiator
Assistant Superintendent for
Human Resources

DATE: August 15, 2006

Adopted by the Board: June 21, 2006

/dm
Revised: 7/19/06

**FRINGE BENEFITS
REFERENCE CHART**

<u>Benefit</u>	<u>52 Week/ 8 hr Day</u>	<u>38-52 Week/ 30 Hrs Week</u>	<u>38 Week or Less Less Than 30 Hrs/Wk</u>
Health Insurance	Full family provided at the lowest health carrier rate. (less than 8hrs/day, cost prorated) Option to purchase other health carrier through payroll deduction of premium difference.	Employee only provided at the lowest health carrier rate. Option to purchase two person or family coverage though payroll deduction of premium difference.	Option to purchase through payroll deduction.
Cash Option	Employee will receive cash equivalent to the lowest <u>one person</u> health carrier rate for waiving health insurance. Will also receive cash for waiving vision or dental insurance.	Employee will receive cash equivalent to the lowest <u>one person</u> health carrier rate for waiving health insurance. Will also receive cash equivalent to a <u>one person</u> rate for waiving vision insurance.	Employee will receive cash equivalent to a <u>one person</u> vision rate for waiving vision insurance.
Dental Insurance	Full family provided. (less than 8hrs/day, prorated).	Option to purchase through payroll deduction.	Option to purchase through payroll deduction.
Vision Insurance	Full family provided. (less than 8hrs/day, prorated).	Employee only coverage. Option to purchase two person and family through payroll deduction.	Employee only coverage. Option to purchase two person and family through payroll deduction.
Life Insurance	\$30,000 employee term life and AD&D provided.	\$20,000 employee term life and AD&D provided.	
Long Term Disability	66 2/3% of qualified wages (to a maximum of \$2,500/mo) after a 90 day waiting period.		

Worker's Compensation Insurance

1. Worker's Compensation Insurance will be provided by the Board.
2. Employees must report work related injuries to the Personnel Office within twenty-four (24) hours on the appropriate form.
3. The employee has the option to accept the amount compensated by Worker's Compensation or to use accumulated personal illness leave for any absence due to work related injury.

Reference: Medical Treatment and Medical Control Procedures.

Liability Protection

Liability protection to defend, hold harmless and indemnify the employee in the event that any claim, legal proceeding, etc. is brought out against him/her in his/her capacity as an employee of the District, provided he/she is acting within the scope of his/her employment, is provided to employees. This protection is limited to the liability policy maintained by the District in the amount of \$1,000,000, subject to carrier requirement and restrictions.

4362 - HARASSMENT OF STAFF OR APPLICANTS

Forest Hills Public Schools Bylaws & Policies

4362 - HARASSMENT OF STAFF OR APPLICANTS

Harassment of staff (including those who volunteer their services) or applicants for employment is prohibited, and will not be tolerated. This includes inappropriate conduct by any person in the school environment, including other employees, Board members, parents, guests, teachers, contractors, vendors, and volunteers. It is the policy of the District to provide a safe, positive work environment free of harassment for all of its staff.

Harassment is defined as inappropriate conduct that is repeated enough, or serious enough, to negatively impact a staff member's ability to perform his/her job. This would include harassment based on any of the legally protected characteristics, such as sex, race, color, national origin, religion, age, height, weight, marital status or disability. This policy, however, is not limited to these legal categories and includes any improper harassment that would negatively impact a staff member. This would include such activities as stalking and unwelcomed taunting, teasing, or intimidation.

Any staff member or applicant that believes s/he has been or is the victim of harassment should immediately report the situation to his/her immediate supervisor or Executive Director of Personnel, phone (616) 493-8805. If the complaint relates to either of these individuals, the complaint may be filed with either the Superintendent or the Board President. They may be reached at (616) 493-8800. If the complaint relates to the Superintendent, it should be filed directly with the Board President. All complaints will be investigated.

Every staff member **must** report any situation that they believe to be improper harassment. Reports may be made to those identified above.

The investigation will be handled as confidentially as possible under the circumstances. The need to interview the witnesses and the offending individual(s), however, does not allow for total confidentiality in this process. The investigation will be conducted in accordance with AG 4362.

If the investigation finds harassment occurred it will result in prompt and appropriate remedial action. This may include up to expulsion for students, up to discharge for employees, exclusion for parents, guests, volunteers and contractors, and removal from any officer position and/or a request to resign for Board members.

Retaliation against any person for complaining about harassment, or participating in a harassment investigation, is prohibited. Suspected retaliation should be reported in the same manner as harassment. Intentionally false harassment reports, made to get someone in trouble, are also prohibited. Retaliation and intentionally false reports may result in disciplinary action as indicated above.

The following definitions are provided for guidance only. If a staff member or other individual believes there has been harassment, regardless of whether it fits a particular definition, s/he should report it and allow administration to determine the appropriate course of action.

Harassment

- A. submission to such unwelcomed conduct or communication is made either an explicit or implicit condition of employment with the School District;
- B. submission to, or rejection of, the unwelcomed conduct or communication is used as the basis for a decision to exclude, expel, or limit the harassed employee in the terms, conditions, or privileges of employment with the School District;
- C. the unwelcomed conduct or communication interferes with the employee's work performance, creates an intimidating, hostile or offensive environment, or otherwise adversely affects the employee's ability to

perform.

Sexual Harassment may include, but is not limited to:

- A. verbal harassment or abuse;
- B. pressure for sexual activity;
- C. repeated remarks with sexual or demanding implications;
- D. unwelcome touching;
- E. sexual jokes, posters, cartoons, etc.;
- F. suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's safety, job, or performance of public duties.

Notification

Notice of this policy will be **annually** circulated to all school buildings and departments within the District and discussed with staff, as well as incorporated into the teacher, student and parent/guardian handbooks. State and Federal rights posters on discrimination and harassment shall also be posted at each building. All new hires of the District will be required to review and sign off on this policy and the related complaint procedure.

This policy is not intended to create legal rights or obligations beyond those established by Federal, State, or local law.

Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et. seq.
42 U.S.C. 2000e et. seq.
Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et. seq.
Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794
The Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq.
The Handicappers' Civil Rights Act, M.C.L.A. 37.1101 et. seq.
The Elliott-Larsen Civil Rights Act, M.C.L.A. 37.2101, et. seq.
Policies on Bullying, Michigan State Board of Education, 7-19-01

Revised 7/1/96
Revised 10/8/01
Revised 12/9/02

FOREST HILLS PUBLIC SCHOOLS
Grand Rapids, Michigan

WORKER'S COMPENSATION ACT (ON-THE-JOB INJURIES)

MEDICAL TREATMENT AND MEDICAL CONTROL PROCEDURES

The following procedures and policies are implemented in order to be in compliance with the Worker's Compensation Act.

1. The Forest Hills Public Schools are obligated to provide reasonable medical, surgical, hospital services and medicines to any employee who receives a personal injury in the course of their employment.
2. The Forest Hills Public School District has provided the clinics listed below to initially provide these services except in emergencies which require hospital attendance.

Spectrum Health Occupational Services
3350 Broadmoor, S.E. (South of 28th Street)
Hours: 7:00 a.m. – 8:00 p.m. (Mon. – Fri.)
391-9650

Spectrum Health Occupational Services
551 – 36th Street, S.E. (at Roger B. Chaffee Blvd.)
Hours: 7:00 a.m. – 8:00 p.m. (Mon. – Fri.)
248-0220

Spectrum Health Occupational Services
973 Ottawa Avenue, N.W. (South of Leonard)
Hours: 7:00 a.m. – 8:00 p.m. (Mon. – Fri.)
7:00 a.m. – 12:00 noon (Sat.)
391-7752

3. Any employee with an on-the-job injury must first go to any school office to receive an "Authorization for Treatment" form. This form must be taken with you to the clinic. Within twenty-four (24) hours of the injury, an "Employee Report of Work Related Injury" form (P-27) must also be completed and sent to the Personnel Office after being signed by your supervisor. Both of these forms are available at all school offices.

4. After ten (10) days from the date of the employee first visits one of the clinics, they may then opt to be treated by their own physician. If this choice is made, the employee will then inform the Personnel office of the name of the physician. The employee will then be responsible for obtaining from the clinic a medical report outlining history, diagnosis, length of disability and an opinion on the casual relationship between the disability and the claimed injury. This report must then be given to the physician of their choice.
5. If an employee is treated by a physician of their choice, except in a hospital admittance case, within the ten (10) day period, the Forest Hills Public School District and/or its insurance will NOT make payment on the claim.
6. The Forest Hills Public School District and/or its insurance carrier has the right to arrange a special medical evaluation when necessary by giving the employee notice by certified mail of the date, time and place of said examination.

EXCERPTS FROM CHAPTER 3 OF THE WORKER'S COMPENSATION ACT

418.315 Medical care for injury arising out of and in the course of employment; physician of employee's own choice; prosthetic devices; expenses; prorating attorney fees and payments. (M.S.A. 17.237) (315)

Sec. 315 The employer shall furnish, or cause to be furnished, to an employee who receives a personal injury arising out of and in the course of his employment, reasonable medical, surgical, and hospital services and medicines, or other attendance or treatment recognized by the laws of this State as legal, when they are needed. After ten (10) days from the inception of medical care as herein provided, the employee may treat with a physician of his own choice by giving to the employer the name of the physician and his intention to treat with the physician. The employer or his carrier may file a petition objecting to the named physician selected by the employee and setting forth reasons for the objection. If the employer or carrier can show cause why the employee should not continue treatment with the named physician of the employee's choice, after notice to all parties and a prompt hearing by a hearing referee, he may order that the employee discontinue treatment with the named physician or pay for the treatment received from the physician from the date the order is mailed. The employer shall also supply to the injured employee dental service, crutches, artificial limbs, eyes, teeth, eyeglasses, hearing apparatus, and other appliances necessary to cure, so far as reasonably possible, and relieve the effects of the injury. If the employer fails, neglects or refuses to do so, the employee shall be reimbursed for the reasonable

expense paid by him, or payment may be made in behalf of the employee to persons to whom the unpaid expenses may be owing, by other of the hearing referee. The hearing referee may prorate attorney fees at the contingent fee rate paid by the employee and may also prorate payments in the event of redemptions.

History: New 1969, p. 648, Act 317; Eff. Dec. 31 Am. 1975 P.Act 93, Imd. Eff. May 27

418.385 Physical examination of employee; report; copy; refusal; evidence (M.S.A. 17.237)(385)

Sec. 385 After the employee has given notice of injury and from time to time thereafter, during the continuance of his disability, if so requested by the employee or the carrier, he shall submit himself to an examination by a physician or surgeon authorized to practice medicine under the laws of the State furnished and paid for by the employer or the carrier. If an examination relative to the injury is made, the employee or his attorney shall be furnished within fifteen (15) days of a request, a complete and correct copy of the report of every such physical examination relative to the injury performed by the physician.

FOREST HILLS PUBLIC SCHOOLS
Grand Rapids, Michigan

MEMORANDUM TO STAFF MEMBERS ON
FEDERAL REGULATIONS CONCERNING DRUG PREVENTION

In accordance with Federal Law, the Board of Education prohibits the use, possession, concealment or distribution of drugs by employees on school grounds, in school, or school approved vehicles, or any school related events. Drugs include any alcoholic beverage, anabolic steroid, dangerous controlled substance as defined by State statutes, or substances that could be considered a "look alike" controlled substance. Compliance with this policy is mandatory for all staff members. Any part-time or full-time employee who violates this policy will be subject to disciplinary action, in accordance with due process, up to and including termination. When appropriate or required by law, the District will also notify law enforcement officials.

The District is concerned about any staff member who is a victim of alcohol or drug abuse and will facilitate the process by which he/she received help through programs and services available in the community. A staff member shall contact his/her supervisor or the Superintendent's office whenever such help is needed.

FOREST HILLS PUBLIC SCHOOLS
Grand Rapids, Michigan

Forest Hills Public Schools, in an effort to assure the fair treatment and safety of all employees, reaffirms and establishes the following employee work rules. These regulations of the Forest Hills Board of Education have been designed not to restrict, but rather to define and protect the rights of all. It should be pointed out that the infractions described before are not to be interpreted as all inclusive and do not preclude disciplinary action for other violations of standards of conduct determined by the District to merit discipline. In such a case, the fact that the conduct has not been specifically covered in these Rules and Regulations shall not affect the appropriateness of the District's action.

The Board believes that the great majority of its employees will abide by these rules and all other proper standards of conduct. An employee who fails to maintain proper standards of conduct at all times, or who violates any of the following rules shall subject himself/herself to the disciplinary action below:

A. The following shall be causes for disciplinary action up to and including immediate discharge:

1. Theft of private or school property, including property of a fellow employee.
2. Removing school property, records or other materials from school premises without proper authorization.
3. Falsification of records or reports, including personnel, absence, sickness, accident, injury or work records.
4. Deliberate destruction or abuse of school property, tools or equipment.
5. Causing, leading or engaging in a strike, walkout or other work stoppage, slow down or interference with work.
6. Bringing firearms or weapons of any kind onto school property or possessing same on school property.
7. Use, possession, manufacture, distribution, dispensation, transportation or sale of illegal drugs, controlled substances, alcoholic beverages or any other substance which affects or may affect an employee's ability to competently or safely perform, or to report for duty in an unfit condition.
8. Insubordination, including use of profane or threatening language, to a school official or other supervisor.
9. Fighting on school property or threat of physical violence to others.
10. Operation and/or use of machines, telephones, tools or other Board owned equipment without approval from the employee's supervisor, abuse, misuse, or destruction of Board and/or other's property, tools or equipment.
11. Misuse and/or removal of Board property, records or other Board materials without proper written authorization from the immediate supervisor.
12. Threatening, intimidating, coercing or interfering with the work of other employees.

13. False statements knowingly or recklessly made, or violently abusive and personally defamatory statements or slander of another employee, student, parent or Board member and where such conduct is related to and interferes with the educational process and administration thereof.
14. Distribution of obscene, vulgar or indecent written printed matter which tends to disrupt the school or school district, or results in danger to other persons on school property or interferes with school work or discipline.
15. Unlawful or improper conduct of an employee, on and off District property and/or during non-work hours which affects the employee's relationship to his/her job, his/her fellow employees, his/her supervisors, students or Board property, reputation or good will in the community.
16. Improper conduct which is at variance with concepts that are generally accepted and approved in the community, engaging in conduct which is prescribed by the criminal statutes.

B. **The following shall be causes for disciplinary action. There are four (4) different levels of discipline which may be imposed. They can be used in any sequence to fit the seriousness of the situation. The four levels are as follows:**

- Oral Reprimand
 - Written Reprimand
 - Two (2) Day Disciplinary Layoff Without Pay
 - Discharge
1. Failure to be at the workstation, ready to work, at starting time.
 2. Stopping work before break time, lunch time or quitting time.
 3. Conducting personal business during work hours or on school district premises, or use of district equipment for personal reasons.
 4. Refusal to do job assignment.
 5. Unauthorized or unexcused absence, reporting late to work, leaving work area or building during work hours without authorization.
 6. Irregular work attendance so that the services of employee are of little value to the Board, or intermittent absenteeism amounting to part-time employment.
 7. Inattention to duties, loafing or wasting time during work hours.
 8. Slowdown in performance or causing slowdown in performance.
 9. Any conduct which impedes the productivity of one's self or others.
 10. Vending, soliciting, collecting of funds or distribution of literature in work areas during employee's on-duty time.
 11. Violation of safety rules or Board policies.
 12. Violation of District, State or Federal safety rules or practices and/or engaging in any conduct which tends to create a safety hazard which endangers self and/or others. Employees must, at all times, wear safety articles and use protective equipment when required and immediately report to their supervisor any injury or accident.
 13. Failure to report injuries or accidents to the employee's immediate supervisor.

14. Violation of common sense health and sanitation rules, including maintenance of personal hygiene.
15. Discourtesy to other employees, supervisors or visitors to the building.
16. Smoking is prohibited on school property during work hours and at any school related event during the day, evening or weekend.
17. Gambling or taking part in any game of chance on Board premises.
18. Dress or grooming that disrupts the school setting.
19. Unsatisfactory work performance.
20. Poor housekeeping, creating or contributing to unhealthy or unsanitary conditions.

In addition, the accumulation of a combination of three (3) written warnings and/or disciplinary layoffs for the violation of the above rules will be cause for discharge.

The foregoing rules are not intended to be all inclusive of the required discipline, proper standards of conduct or obligation of employees. The Board shall, when it deems it appropriate, establish additional rules and building administrators and other supervisors may set up particular rules to govern their employee's conduct as they deem necessary by the nature of their operations.

Forest Hills Public Schools
Bylaws & Policies

4170 - ALCOHOL AND DRUG ABUSE

This policy is adopted pursuant to the Drug-Free Workplace Act of 1988 (Pub L. 100-690, Title V, Subtitle D), Section 5145 of the Drug-Free Schools and Communities Act of 1986, and Section 22 of the Drug-Free Schools and Communities Act Amendments of 1989 (P.L. 101-226) in an effort to provide a safe and healthy work environment for our employees and students.

The use and effects of illegal drugs and alcohol pose very serious problems. While the School District would prefer not to intrude into the personal lives of its employees, it must be recognized that employees who use illegal drugs or abuse other controlled substances or alcohol tend to be less productive, less reliable and prone to accidents and absenteeism. Each School District employee has a responsibility to our students and community to deliver services in a safe and conscientious manner. In order to ensure that this responsibility is met, School District employees must work free from the effects of alcohol and other performance impairing substances.

Accordingly, the School District wants to state clearly its policy so that present and future employees understand our objectives: to remove problems associated with illegal drugs and alcohol abuse from our workplace, either through treatment, cessation of use, or termination of employment. Our policy is as follows:

A. Drug-Free Awareness Program

A Drug-Free Awareness Program has been developed to inform employees about:

1. the dangers of alcohol and drug abuse in the workplace;
2. the School District's Alcohol and Drug Abuse Policy;
3. the availability of treatment and counseling for employees who voluntarily seek such assistance;
4. the sanctions the School District will impose for violations of its Alcohol and Drug Abuse Policy.

B. Assistance to Employees in Overcoming Alcohol or Drug Abuse

Early recognition and treatment of alcohol or drug abuse is important for successful rehabilitation and for reduced personal, family, and social disruption. The School District encourages the earliest possible diagnosis and treatment for alcohol and drug abuse. The School District will assist employees in overcoming alcohol or drug abuse. However, the decision to seek diagnosis and accept treatment for alcohol or drug abuse is primarily the individual employee's responsibility.

To assist employees in obtaining early voluntary treatment, the School District refers such employees to an Employee Assistance Program (EAP). The EAP is an assessment, counseling and referral service for employees with substance abuse problems. The School District also provides an insurance plan to help pay for treatment. Finally, the School District offers a variety of leave options for employees who need time off work for treatment of substance abuse problems. To ensure that these benefits are available, however, employees must voluntarily seek help. These benefits may not be available to employees who do not seek help on their own.

Employees with alcohol or drug abuse problems should request the assistance of the EAP. Employees may seek help without the approval or knowledge of their supervisor. The EAP will provide assistance on a confidential basis and will refer the employee to the appropriate counseling and treatment services. Employees who voluntarily request the EAP's assistance in dealing with an alcohol or drug abuse problem may do so without jeopardizing their continued employment with the School District.

Voluntary requests for assistance from the EAP, however, will not prevent disciplinary action for violation of this Alcohol and Drug Abuse Policy. Employees who undergo voluntary counseling or treatment pursuant to a referral by the School District and who continue to work must meet all established standards of conduct and job performance.

C. Application

The policy applies to **all** employees. For purposes of this policy:

1. "School District premises" includes but is not limited to all property, whether owned, leased or used by the School District. This policy also includes any other locations, or mode of transportation to and from those locations, while in the course and scope of School District employment.
2. "School District time" includes, but is not limited to, all time spent on any School District activity.
3. "Prohibited substances" are defined as: Illegal drugs, controlled substances (including trace amounts); alcoholic beverages; prescription drugs--except as provided in Section IV of this policy; and any other substance which affects or may affect the employee's ability to competently or safely perform.
4. "Under the influence" of any prohibited substance means any detectable level of a prohibited substance in an employee's system.
5. "Reasonable suspicion" includes, but is not limited to: Observation of behavior such as slurred speech, unsteady walking, abrupt mood swings, breath (alcohol), or odor; observation of physical manifestations frequently associated with some forms of substance abuse, e.g., needle marks, sudden nosebleeds, frequent illness not explained by other medical conditions; absenteeism; declining productivity; excessive tardiness; and suspicious activity indicating possible involvement with prohibited substances in violation of this policy.

D. Authorized Use of Prescribed Medicine

Employees undergoing prescribed medical treatment with any drug which may alter their behavior or physical or mental ability must report this treatment to the School District's Personnel Department, which will determine whether the School District should temporarily change the employee's job assignment during the period of treatment.

Employees must keep all prescribed medicine in its original container, which identifies the drug, date of prescription, and prescribing doctor. Each such prescription shall be in the employee's name and shall be no older than one (1) year of the date issued.

E. Prohibitions

The School District's policy prohibits the:

1. use, possession, manufacture, distribution, dispensation, transportation, or sale of prohibited substances or drug paraphernalia on School District premises or being under the influence of a prohibited substance on School District premises on School District time or at a School District activity;
2. storing any prohibited substance in a locker, desk, automobile, or other repository on School District premises or refusing to submit to an inspection;
3. possession, use, manufacture, distribution, dispensation, or sale of prohibited substances off School District premises or School District time that adversely affects the employee's work performance, his/her own or others' safety at work, or the School District's regard or reputation in the community;
4. failing to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee is enrolled;
5. conviction under any criminal drug statute or failure to notify the School District of any arrest or

- conviction under any criminal drug statute within five (5) days of the arrest or conviction;
6. failure to report to the Personnel Department the use of a prescribed drug which may alter the employee's behavior or physical or mental ability or failure to keep prescribed medicine in its original container;
 7. refusing to consent to testing or to submit a urine, blood, or other sample for testing when requested pursuant to the School District testing policy or switching or adulterating any sample submitted for testing.

F. Implementation and Enforcement of Policy

The following procedures will be employed to assure compliance with the policy.

1. Testing: Employees or applicants for employment may be required to submit to substance testing, including but not limited to, urinalysis, blood tests, plasma tests, or breath tests:
 - a. to be considered for employment;
 - b. where the School District has reasonable suspicion that an employee has ingested, possesses, or has distributed a prohibited substance;
 - c. following an accident or incident in which safety precautions were violated or careless acts were performed;
 - d. immediately after an employee returns to work after a disciplinary suspension.
2. Searches: Employees, while on School District premises, are required to submit to searches of their persons, vehicles, lunch boxes, personal effects, desks or similar repositories, etc., when the School District has a reasonable suspicion that the employee has ingested, possesses, or has distributed a prohibited substance.

G. Consequences for Violation of this Policy

Violation of the School District's Alcohol and Drug Policy may result in severe disciplinary action, up to and including discharge for a first offense. Violation of this policy may also subject employees to arrest and prosecution of law enforcement agencies.

In addition to any disciplinary action for drug or alcohol abuse, the School District may refer an employee to the Employee Assistance Program for assessment, counseling, and referral to a treatment program for alcohol and drug abuse. Employees who undergo counseling and treatment for substance abuse and who continue to work must meet all established standards of conduct and job performance.

H. Last Chance Agreement

Individuals discharged for violation of the School District's Alcohol and Drug Policy may, at the School District's sole discretion, be offered the opportunity to enter into a "Last Chance Agreement".

The Last Chance Agreement provides that an employee may return to employment under the following conditions:

1. The employee acknowledges in writing that s/he has a substance abuse problem.
2. The employee successfully completes a rehabilitation program prescribed under the Employee Assistance Program.
3. The employee agrees in writing to submit to random testing or search for the remainder of his/her employment.
4. The employee is subject to automatic discharge for any violation of Last Chance Agreement or this policy and waives the right to grieve such discharge.

I. Condition of Employment

Compliance with the School District's Alcohol and Drug Abuse Policy is a condition of employment. Failure or refusal of an employee to cooperate fully, sign any required document or submit to any inspection or drug test as provided will be grounds for termination.

Questions regarding this policy should be directed to the Assistant Superintendent for Personnel.

J. Review of Program

This policy will be reviewed biennially to determine its effectiveness, to implement needed changes, and to ensure that disciplinary actions are consistently enforced.

Rehabilitation Act of 1973, 29 U.S.C. 794
AC. Rule 388.271 et seq.

Forest Hills Public Schools
Bylaws & Policies

4215 - USE OF TOBACCO BY SUPPORT STAFF

The Board of Education recognizes that the use of tobacco presents a health hazard which can have serious consequences both for the user and the nonuser and is, therefore, of concern to the Board.

For purposes of this policy, use of tobacco shall mean all uses of tobacco, including a cigar, pipe, cigarette, snuff, or any other matter or substance that contain tobacco.

In order to protect students and staff who choose not to use tobacco from an environment noxious to them, and because the Board cannot, even by indirection, condone the use of tobacco, the Board prohibits the use of tobacco by support staff in District buildings, on District grounds except as designated below, on District buses, vans, maintenance vehicles, etc. and at any District-related event.

M.C.L.A. 333.12601 et seq.

Revised 3/94

Revised 10/8/01

**GRIEVANCE PROCEDURES
FOR
TITLE VI OF THE EDUCATION AMENDMENT ACT OF 1972
TITLE IX OF THE EDUCATION AMENDMENT ACT OF 1972
SECTION 504 OF THE REHABILITATION ACT OF 1973**

Section I

If any person believes that the Forest Hills Public School District or any part of the school organization has inadequately applied for principles and/or regulations of (1) Title VI of the Education Amendment Act of 1972, (2) Title IX of the Education Amendment Act of 1972, and (3) Section 504 Rehabilitation Act of 1973, he/she may bring forward a complaint, which shall be referred to as a grievance, to the local Civil Rights Coordinator at the following address:

Gloria S. Graber, Assistant Superintendent for Administrative Services
Forest Hills Public Schools
6590 Cascade Road, S.E., Grand Rapids, MI 49546
(616) 493-8805

Section II

The person who believes he/she has a valid basis for grievance shall discuss the grievance informally and on a verbal basis with the Civil Rights Coordinator, who shall in turn investigate the complaint and replay with an answer to the complaint. He/she may initiate formal procedures according to the following steps.

Step 1

A written statement of the grievance signed by the complainant shall be submitted to the local Civil Rights Coordinator within five (5) business days of receipt of answers to the informal complaint. The coordinator shall further investigate the matters of grievance and replay in writing to the complainant within five (5) business days.

Step 2

If the complainant wishes to appeal the decision of the local Civil Rights Coordinator, he/she may submit a single statement of appeal to the Superintendent of Schools within five (5) business days after receipt of the coordinator's response. The Superintendent shall meet with all parties involved, formulate a conclusion, and respond in writing to the complainant within ten (10) business days.

Step 3

If the complainant remains unsatisfied, he/she may appeal through a signed, written statement to the Board of Education within five (5) business days of receipt of the Superintendent's response in Step 2. In an attempt to resolve the grievance, the Board of Education shall meet with the concerned parties and their representative within forty (40) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of the meeting.

Step 4

If at this point the grievance has not been satisfactorily settled, further appeal may be made to the Office of Civil Rights, Department of Education, Washington, D.C. 20201.

Inquiries concerning the non-discriminatory policy may be directed to Director, Office of Civil Rights, Department of Education, Washington, D.C. 20201.

The local coordinator, on request, will provide a copy of the District's grievance procedure and investigate all complaints in accordance with this procedure.

A copy of each of the Acts and the regulations on which this notice is based may be found in the Civil Rights Coordinator's office.