

**FOREST HILLS PUBLIC SCHOOLS
CHILD CARE
&
PRE-SCHOOL STAFF
AGREEMENT**

2001-02 through 2002-03
2003-04 through 2004-05
2005-06 through 2006-07
2006-07 through 2007-08

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

TABLE OF CONTENTS

	<u>Page(s)</u>
1. Preface	1
2. Article I: Wages	
A. Wages	2
B. Wage Schedule	2-3
C. Longevity	3
D. Placement on Salary Schedule	4
E. Overtime	4
3. Article II: Seniority, Layoff and Recall	
A. Seniority	4-5
B. Layoff	5-6
C. Recall	6
4. Article III: Employee Work Schedule	
A. Hours of Work	6
B. Scheduled Work Calendar	7
C. School Delays	7
D. School Closings	7
5. Article IV: Leaves of Absence	
A. Paid Leaves	
1) Sick Leave	8
2) Family and Medical Leave Act (FMLA)	8-9
3) Funeral Leave	9
4) Personal Leave	9
5) Jury Duty	10
6) Sick Leave Pay Off Upon Retiring	10
B. Unpaid Leaves	
1) Child Care Leave of Absence	10
2) Illness/Accident	11
3) Special Leave of Absence	11
4) Extension of Unpaid Leave of Absence	11
5) Family and Medical Leave Act (FMLA)	11
6) Fringe Benefits While on Unpaid Leave	11
7) Return to Employment from Unpaid Leave	11
6. Article V: Benefits	
A. Family and Medical Leave Act (FMLA)	12
B. Vacation	12-13
C. Holidays	13

Page(s)

D.	Insurance	
	1) Health Insurance	13-14
	2) Dental Insurance	14
	3) Vision Insurance	14
	4) Signing Up for Insurance Coverage	14
	5) Annuity Payment Option	14
	6) Cash Option in Lieu of Health Benefits	14
	7) Life Insurance	15
	8) Long-Term Disability (LTD)	15
	9) Hold Harmless	15
	10) Workers' Compensation Insurance	15
7.	Article VI: Vacancies, Transfers, Reassignment and Resignations	
	A. Vacancies	15
	B. Transfers	15
	C. Reassignment	16
	D. Resignation	16
	E. Job Descriptions	16
8.	Article VII: Hiring Procedures	16
9.	Article VIII: Probationary Period	17
10.	Article IX: Evaluation	17-18
11.	Article X: Grievance Procedures	18-19
12.	Article XI: Retirement	19
13.	Article XII: Miscellaneous Provisions	20
14.	Article XIII: Duration	21

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 Child Care and Pre-School Staff, covering the employment conditions, wages and fringe benefits for all Child Care and Pre-School Staff listed below:

Child Care Aide

Kindergarten Kids Care Instructor

On-Site Child Care Director

Pre-School Aide

Spanish Immersion Pre-School Aide

ARTICLE I

WAGES

A. Wages

Wages will be based on an hourly pay schedule determined by job classification, grade and seniority in the position. Job classifications and grades are defined below:

<u>Grade</u>	<u>Classification</u>
A	Child Care Aide Pre-School Aide
B	Spanish Immersion Pre-School Aide
C	Kindergarten Kids Care Instructor On-Site Child Care Director Pre-School Instructor

B. Wage Schedule

The hourly schedule for 2006-07 and 2007-08 pay rates are listed. An increase of an additional \$.40 per hour for longevity is included in Steps 8-10, and an additional increase of \$.35 per hour for longevity is included in Steps 11-16.

<u>Grade A</u>	<u>2006-07</u>	<u>2007-08</u>
Step 0	\$ 9.63	\$ 9.80
Step 1	\$ 9.78	\$ 9.95
Step 2	\$ 9.95	\$10.12
Step 3	\$10.10	\$10.28
Step 4	\$10.27	\$10.45
Step 5	\$10.43	\$10.61
Step 6	\$10.59	\$10.78
Step 7	\$10.76	\$10.95
Step 8	\$10.94	\$11.13
Step 9	\$11.11	\$11.30
Step 10	\$11.28	\$11.48
Step 11	\$11.45	\$11.65
Step 12	\$11.64	\$11.84
Step 13	\$11.83	\$12.04
Step 14	\$12.01	\$12.22
Step 15	\$12.21	\$12.42
Step 16	\$12.39	\$12.61
Step 17	\$12.59	\$12.81
Step 18	\$12.80	\$13.02
Step 19	\$13.00	\$13.23

GRADE B

	<u>2006-07</u>	<u>2007-08</u>
Step 0	\$12.31	\$12.53
Step 1	\$12.50	\$12.72
Step 2	\$12.69	\$12.91
Step 3	\$12.90	\$13.13
Step 4	\$13.09	\$13.32
Step 5	\$13.28	\$13.51
Step 6	\$13.50	\$13.74
Step 7	\$13.70	\$13.94
Step 8	\$13.91	\$14.15
Step 9	\$14.13	\$14.38
Step 10	\$14.35	\$14.60
Step 11	\$14.57	\$14.82
Step 12	\$14.79	\$15.05
Step 13	\$15.03	\$15.29
Step 14	\$15.26	\$15.53
Step 15	\$15.48	\$15.75
Step 16	\$15.71	\$15.98
Step 17	\$15.98	\$16.26
Step 18	\$16.33	\$16.62
Step 19	\$16.46	\$16.75

GRADE C

	<u>2006-07</u>	<u>2007-08</u>
Step 0	\$14.47	\$14.72
Step 1	\$14.70	\$14.96
Step 2	\$14.92	\$15.18
Step 3	\$15.15	\$15.42
Step 4	\$15.38	\$15.65
Step 5	\$15.60	\$15.87
Step 6	\$15.84	\$16.12
Step 7	\$16.08	\$16.36
Step 8	\$16.33	\$16.62
Step 9	\$16.56	\$16.85
Step 10	\$16.81	\$17.10
Step 11	\$17.07	\$17.37
Step 12	\$17.32	\$17.62
Step 13	\$17.59	\$17.90
Step 14	\$17.84	\$18.15
Step 15	\$18.11	\$18.43
Step 16	\$18.39	\$18.71
Step 17	\$18.65	\$18.98
Step 18	\$18.94	\$19.27
Step 19	\$19.23	\$19.57

- C. **Longevity**
Longevity is incorporated within the salary schedule.
- D. **Placement on the Salary Schedule**
Placement on the salary schedule when moving from one job classification and grade to another is determined by experience and seniority.
- 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.

The number of hours worked beyond forty (40) hours, may be used as compensatory time and shall be taken, whenever possible, during the two (2) week pay period in which it was earned. When not possible, based on the unique job responsibilities and work schedule, compensatory time may be applied to attend appointments or personal matters in which a flexible schedule is necessary during regularly scheduled work hours, or used on an employee's non-scheduled work days. Overtime and flex-time must be authorized by each employee's immediate supervisor prior to the employee working.

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 of an employee within the job classifications covered by the Child Care and Pre-School 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 MSPERS to calculate 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 with the district to determine vacation and longevity pay.

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 within the same job classification.
2. In the event that the position of a seniority employee is eliminated, he/she shall have the opportunity to replace the least senior employee in the same grade classification or in a lower grade classification of employment provided he/she is deemed to have the qualifications, proficiency and efficiency of job performance, required special job skills and knowledge necessary to successfully handle the assignment.

3. When a more senior employee moves to a lower grade classification, pay will be adjusted accordingly to accurately reflect the pay level for that 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 Child Care and Pre-School handbook.
4. For purposes of layoff and recall, grade classifications A and B will be combined.

C. Recall

1. The employee will be given written notice of layoff 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. Employees who work less than eight (8) hours and more than four (4) consecutive hours per day will be given one (1) fifteen (15) minute paid break and an unpaid half-hour (.5) lunch period per day.
2. Employees who work eight (8) consecutive hours per day will be given two (2) fifteen (15) minute paid breaks, one in the morning and one in the afternoon and an unpaid half-hour (.5) unpaid lunch period. Breaks are not to be combined with lunch or to be used to leave early or arrive late.

B. Scheduled Work Calendar

1. Employees will be informed of their workweek schedule with beginning and ending dates approximately thirty (30) days prior to the next fiscal 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 listed are what is budgeted. If the total time is not needed, it is not mandatory that it be used.
2. On-Site Child Care Directors and Kindergarten Kids Care instructors will receive compensation for four (4) additional hours prior to their work calendar to set up the classroom and four (4) additional hours at the end of their work calendar to close the classroom.
3. On-Site Child Care Directors and Kindergarten Kids Care instructors will be required to work on days when students are not in attendance (i.e., District in-service days, kindergarten round-up, school open house, record marking days and Parent-Teacher Conferences, and district scheduled breaks). Child Care aides may also be required to work on the dates specified above. Pre-School and Spanish Immersion instructors and aides will not be required to work on the dates specified above. To provide equitable instructional time for both a.m. and p.m. sessions, a schedule will be prepared at the beginning of each school year alternating student attendance for a.m. and p.m. Employees will be paid at their hourly rate for attending the District-Wide orientation meeting on opening day and on other times during the school year when attendance is requested.

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

On days that schools are closed for unscheduled reasons, Pre-school and Spanish Immersion aides are not expected to work. Kindergarten Kids Care instructors and Child Care aides may be required to report to work. On-Site Child Care Directors will be required to work unless otherwise notified by their supervisor. Employees will be paid at their regular rate for the number of days allowable by law. Additional days will not be paid.

If school is closed during the day because of weather conditions or other Acts of God, Spanish Immersion and Pre-School Aides will be allowed to leave immediately following the last bus taking students home has departed. All Child Care and Kindergarten Kids Care employees will be expected to work. Staff required to report on Acts of God days will be compensated for their regularly scheduled daily hours in addition to the actual number of hours worked on that day.

ARTICLE IV

LEAVES OF ABSENCE

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 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 contact his/her supervisor at least two hours prior to the employee's established reporting time. If the employee is unable to reach his/her immediate supervisor, he/she is responsible for using the master substitute list to arrange for a substitute to be at the work site at the official starting time. A follow-up call must then be made to the immediate supervisor reporting your absence.
- e. The Assistant Superintendent for Human Resources may request a physician's statement if he 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 continue to maintain health benefits for covered FMLA leave in compliance with the Family and Medical Leave Act of 1993, for the serious medical condition of the employee or the care of the employee's immediate family member. 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. Eligibility for FMLA is based on if an employee has been employed for at least one year and has worked at least 1,250 hours over the previous twelve (12) months. Employees are required to use their accumulated sick leave for an approved FMLA leave.

- b. The District will continue health coverage for employees that was employed at least one year and has worked a minimum of 1,250 hours the previous school year, for the serious health condition of the employee, spouse, son, daughter, birth of a child, adoption or foster child, step-child or of legal guardianship, parent, brother, sister or spouse's parent, brother or sister.
 - c. Requests for leave for a serious health condition for an employee or the care of an immediate family member (as identified in B. above), with a serious medical condition, requires medical certification.
 - d. 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 day of sick leave to attend a funeral and up to three (3) days of sick leave for the death in the immediate family. Additional days may be authorized by the Assistant Superintendent for Human Resources.
 - b. Immediate family is defined as spouse, child, stepchild, adopted child or of which you have legal guardianship, parent, grandparent, 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. Personal leave may be used for business that cannot be conducted outside of the normal working hours. Requests for personal leave must be submitted to the supervisor three (3) work days in advance on the appropriate form. The immediate supervisor will send the Personal Business Request form to the Assistant Superintendent for Human Resources for final approval.
 - b. Employees who work less than fifty-two (52) weeks will receive three (3) personal leave days per year based on their regular hours.
 - c. Unused personal leave days will be added to sick leave the following year equal to the daily hours worked, or, if requested in writing prior to July 1, one unused personal leave day, equal to the average daily hours worked the previous year, may be carried over to the personal leave bank the following year.

5. Jury Duty

- a. If an employee is called to 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 report to work.

6. Sick Leave Pay Off Upon Retiring

At the time of retirement of employment, if an employee has accumulated sick leave, the Board will pay the employee the amount specified below on the employee's final pay check.

50 days (300 hours)	\$ 500
67 days (400 hours)	\$ 750
83 days (500 hours)	\$1,000
100 days (600 hours)	\$1,250
115 days or more (690+ hours)	\$1,500

B. Unpaid Leaves

1. Child Care Leave of Absence

An unpaid child care leave of absence for up to one year will 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. Written notification of the employee's intentions for the upcoming school year must be submitted in writing to the Assistant Superintendent for Human Resources no later than May 30 of each year. Non-submission of written notification will be deemed as the employee's admission of his/her resignation from the district.

2. Illness/Accident
If an employee has a medical emergency, which requires a long period of recuperation, the employee may request, in writing to the Assistant Superintendent for Human Resources, accompanied by a physician's statement, an unpaid leave of absence for up to one year.
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 up to one year. Approval or denial of such special requests is the sole discretion of the Board.
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 at least two (2) weeks in advance of the scheduled return date. The Board has the option of approving or denying such a request.
5. Family and Medical Leave Act (FMLA)
Employees that currently take advantage of Board paid health benefits and qualify for FMLA, will continue to receive health benefits for twelve (12) weeks while on unpaid leave.
6. Fringe Benefits While On Unpaid Leave
During any 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 by 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.
7. Return to Employment from Unpaid Leave
Upon completion of leave, the employee will 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. Written notification must be submitted no later than May 30 of each year verifying the employee's intentions for the upcoming school year. Non-submission of a written letter to the Assistant Superintendent for Human Resources by May 30 of each year, verifying the employee's intentions for the upcoming school year, will be deemed as admission of his/her resignation from the district.

ARTICLE V

BENEFITS

A. Family and Medical Leave Act (FMLA)

The District will continue to maintain health insurance for an employee that has been employed for at least one year and has worked a minimum of 1,250 hours the prior fiscal for covered FMLA leave in compliance with the Family and Medical Leave Act of 1993. Continuation of twelve (12) weeks insurance coverage under the Family and Medical Leave Act of 1993 will be maintained for eligible employees for the serious health condition of the employee, or the care of an immediate family member, defined as spouse, parent or dependent child.

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, with the exception of those on 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.
2. Employees who have completed three (3) or more years of service will receive a paid vacation for Winter break equal to five (5) work days at their current weekly work hours and rate of pay. Child Care Directors, Kindergarten Kids Care instructors and aides that are required to work during Winter break, will be compensated for these five (5) vacation days at their current weekly work hours and rate of pay.
3. Employees who have completed eight (8) or more years of service will receive a second week (5 work days) of paid vacation for Spring break on their current weekly work hours and rate of pay. Child Care Directors, Kindergarten Kids Care instructors and aides that are required to work during Spring break, will be compensated for these five (5) vacation days at their current weekly work hours and rate of pay.
4. Requests for vacation must be submitted on the appropriate form two (2) weeks in advance and must be approved by the employee's supervisor.
5. 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 extended use of those days for a six (6) month period. If said request is not received, those vacation days will be lost.

6. If an employee leaves the District, vacation time will be used prior to termination.

C. Holidays

1. 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 and Day After Thanksgiving
Christmas Day
New Year's Day
Good Friday (On non-scheduled work days)
Memorial Day

In the event that Child Care will be open on a paid holiday, employees required to work will be compensated holiday pay at their regular pay rate consistent with what is granted in their other banks, in addition to the number of actual hours worked on a designated paid holiday.

2. 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.

D. Insurance

1. Health Insurance
The Board will provide health insurance at the lowest premium rate at 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 for brand name medications, as well as a \$100 deductible for single subscriber and \$200 for full family coverage.

Employees who work thirty-eight (38) weeks or more per year, but less than fifty-two (52) weeks, and work thirty (30) hours or more 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 their 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.

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

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. 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) Tax Sheltered Annuity.

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

This annuity plan must be on the Board's adopted list for authorized payroll deductions.

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 weeks per year may select the cash option equal in dollar amount to the lowest "single" subscriber premium rate for health insurance. The cash option shall be capped at 8% for increased premiums and is paid out over eighteen (18) pay periods, beginning the first pay in October and ending on the first pay in June of each fiscal year.

7. Life Insurance
Employees who work thirty-eight (38) weeks or more per year and work thirty (30) or more hours per week will receive a \$20,000 term life insurance policy.
8. Long-Term Disability (LTD)
Employees who work thirty-eight (38) weeks or more and thirty (30) or more hours a 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 (\$1,00,000,000), subject to carrier requirements and restrictions.
10. Workers' Compensation Insurance
 - a. Workers' Compensation insurance will be provided by the Board.
 - b. Employees must report job related injuries to the Personnel Office within twenty-four (24) hours on the appropriate form.
 - c. In cases where the employee is paid benefits under the Workers' Compensation Act, the employee may request deductions on a prorata 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 the lack of sick leave accumulation. (Reference: Medical Treatment and Medical Control Procedures)

ARTICLE VI

VACANCIES, TRANSFERS, REASSIGNMENT AND RESIGNATION

- 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.

Unrequested transfers will be minimized and avoided whenever possible.

D. 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.

E. 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 in Personnel 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 Child Care Program Coordinators and/or the building principals for candidates considered by the District to possess the qualifications for the vacant position.
- B.** A candidate will be employed only for the position currently vacant and for which they applied without anticipation of 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 based on the job description.
- C.** New employees will undergo two (2) days of orientation in their position when possible. Child Care Directors and Child Care Aides must have medical check-ups every two (2) years, TB tests every two (2) years, CPR training annually for Directors and at the discretion of the program coordinators for aides. First Aid training is required every three years for Directors and at the discretion of program coordinators for aides. Staff will be required to sign appropriate abuse and neglect forms.

ARTICLE VIII

PROBATIONARY PERIOD

- A.** A new employee shall be on probation for thirty (30) work days. 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 regular employee status.
- B.** During the probationary period, the employee may be laid off or dismissed at 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 at the Personnel Office within thirty (30) days after the probationary period.

ARTICLE IX

EVALUATION

Evaluation Process and Timelines

1. Employees will be evaluated on an annual basis for the first two (2) years of 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 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, if 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 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 concerns, 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

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 Child Care or Pre-School 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 for Human Resources.
4. Within ten (10) work days of receipt of the letter, the Assistant Superintendent for Human Resources will meet with the employee and Child Care or Pre-School 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 Child Care or Pre-School representative, if employee so desires, and with the supervisor and Assistant Superintendent for Human Resources, if deemed necessary, in an attempt to 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, 1989. Prior to that date, employees had a choice between the 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 Forest Hills Public Schools (and/or other public schools in Michigan). The ten (10) years of service is 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.
- C.** Notwithstanding the provisions 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 coverages set forth herein, shall be relieved from all liability with respect to benefits provided by the insurance company. Failure of the carrier to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board, nor shall such failure be considered a breach of any obligation by the Board.
- E.** **Conclusion**
Prior to revisions, additions or changes in any section of the Child Care and Pre-School Staff Agreement relating to employee benefits or work conditions, the change is to be presented, in writing to the non-affiliated Child Care and Pre-School representatives operating by the guidelines of the Agreement for approval.

ARTICLE XIII

DURATION

This Agreement shall be extended from July 1, 2001 to June 30, 2008 . This Agreement shall not be extended orally and it is expressly understood that it shall expire on the dates indicated.

FOR THE BOARD:

Gloria Graber
Gloria Graber, Chief Negotiator

DATE: 5-12-06

FOR THE CORE GROUP:

Mary Maize
Mary Maize, Representative

Jill Cardoso
Jill Cardoso, Representative

DATE: 5-12-06

Adopted by the Board: June 19, 2006

/dm
2/5/06

**FRINGE BENEFITS
REFERENCE CHART**

<u>Benefit</u>	<u>38-52 Week/ 30 Hrs Week</u>	<u>38 Week or Less Less Than 30 Hrs/Wk</u>
Health Insurance	<u>Employee</u> 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 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	Option to purchase through payroll deduction.	Option to purchase through payroll deduction.
Vision Insurance	<u>Employee</u> only coverage. Option to purchase two person and family through payroll deduction.	<u>Employee</u> only coverage. Option to purchase two person and family through payroll deduction.
Life Insurance	\$20,000 employee term life and AD&D provided.	
Long Term Disability		

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.

ADDENDUM #2

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.

ADDENDUM #3

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.

ADDENDUM#4

FOREST HILLS PUBIC 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

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
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.