

ADMINISTRATIVE SUPPORT STAFF AGREEMENT

2011-12 thru 2012-13

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

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EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The Forest Hills School District Board does not discriminate on the basis of race, color, national origin, sex, religion, age, disability, genetic information, or any other protected status in its employment decisions or the provision of services.

PREFACE **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>JOB CLASSIFICATION</u>	<u>POSITION</u>
I	Bus Aide I Media Materials Clerk <u>Classroom Support I</u>	After School Supervision Cafeteria Aide/Noon Supervision In-House Suspension Overload Aide Playground Aide Study Hall Monitor Early Childhood Aide
II	AV Technician Assistant <u>Classroom Support II</u>	Special Education Aide
III	Alternative Ed Aide / Secretary Environmental School Aide / Secretary Learning Support Aide Title I Literacy Aide Title I Math Aide World Language Aide Printing Technician Safety Officer English Language Learner Aide (ELL) Technology Integration Assistant Visually Impaired Aide (Braille)	

GRADE

IV

JOB CLASSIFICATION

District Technology Assistant
Coordinator of Security
Printing Tech. Lead
Secretary II

POSITION

Attendance Secretary
Community & Aquatic Center Secretary
District Receptionist
Guidance Secretary (Secondary)
Secretary – Elementary
Secretary – 5/6 School
Secretary – Middle School
Secretary – High School
Special Ed Registrar
Special Ed Secretary
Transportation Secy. II
FAC Box Office Secretary

GRADE

V

JOB CLASSIFICATION

Accounts Payable / Receivable Clerk
Accounting Clerk
Secretary III

POSITION

Athletic Secretary
Building & Grounds / Operations Secy.
Bus Garage Secretary
Food Service Secretary
Student Academic Data Coordinator
Head Secretary – Elementary
Head Secretary – 5/6 School
Head Secretary – Middle School
Instruction Secretary
High School Registrar
Child Care / Schools Plus Secretary
Student Services–Secy. to Director
Transportation Secretary I

GRADE

VI

JOB CLASSIFICATION

FAC Stage Manager
Secretary IV

POSITION

High School Head Secretary
Routing Coordinator (Transportation)
Child Care / Schools Plus Coordinator
Health & Wellness Coordinator

B. **HOURLY WAGE SCHEDULE**

The hourly wage schedule for 2011-12 and 2012-13 are listed below. The new wage scale is effective July 1 of each year.

<u>GRADE I</u>	<u>2011-12 and 2012-13</u>
Step 0	\$10.30 *Frozen per contract negotiations 2010-11
Step 1	\$10.47
Step 2	\$10.64
Step 3	\$10.81
Step 4	\$10.98
Step 5	\$11.14
Step 6	\$11.32
Step 7	\$11.50
Step 8	\$11.71
Step 9	\$11.88
Step 10	\$12.06
Step 11	\$12.24
Step 12	\$12.46
Step 13	\$12.64
Step 14	\$12.84
Step 15	\$13.05
Step 16	\$13.24
Step 17	\$13.45
Step 18	\$13.68
Step 19	\$13.88
Step 20	\$14.10

GRADE II

	<u>2011-12 and 2012-13</u>
Step 0	\$11.59 *Frozen per contract negotiations 2010-11
Step 1	\$11.78
Step 2	\$11.95
Step 3	\$12.13
Step 4	\$12.32
Step 5	\$12.54
Step 6	\$12.71
Step 7	\$12.93
Step 8	\$13.13
Step 9	\$13.33
Step 10	\$13.55
Step 11	\$13.75
Step 12	\$13.97
Step 13	\$14.19
Step 14	\$14.41
Step 15	\$14.64
Step 16	\$14.87
Step 17	\$15.11
Step 18	\$15.33
Step 19	\$15.58
Step 20	\$15.81

GRADE III

	<u>2011-12 and 2012-13</u>
Step 0	\$13.16 *Frozen per contract negotiations 2010-11
Step 1	\$13.37
Step 2	\$13.58
Step 3	\$13.79
Step 4	\$13.99
Step 5	\$14.20
Step 6	\$14.43
Step 7	\$14.65
Step 8	\$14.88
Step 9	\$15.12
Step 10	\$15.33
Step 11	\$15.58
Step 12	\$15.81
Step 13	\$16.08
Step 14	\$16.33
Step 15	\$16.54
Step 16	\$16.82
Step 17	\$17.07
Step 18	\$17.34
Step 19	\$17.61
Step 20	\$17.88

GRADE IV

Step 0	\$14.39 *Frozen per contract negotiations 2010-11
Step 1	\$14.60
Step 2	\$14.84
Step 3	\$15.07
Step 4	\$15.27
Step 5	\$15.51
Step 6	\$15.74
Step 7	\$15.97
Step 8	\$16.23
Step 9	\$16.46
Step 10	\$16.71
Step 11	\$16.97
Step 12	\$17.21
Step 13	\$17.48
Step 14	\$17.74
Step 15	\$18.02
Step 16	\$18.28
Step 17	\$18.56
Step 18	\$18.84
Step 19	\$19.13
Step 20	\$19.41

2011-12 and 2012-13**GRADE V**

Step 0	\$15.47 *Frozen per contract negotiations 2010-11
Step 1	\$15.72
Step 2	\$15.94
Step 3	\$16.21
Step 4	\$16.44
Step 5	\$16.68
Step 6	\$16.94
Step 7	\$17.18
Step 8	\$17.45
Step 9	\$17.71
Step 10	\$17.99
Step 11	\$18.24
Step 12	\$18.53
Step 13	\$18.80
Step 14	\$19.08
Step 15	\$19.38
Step 16	\$19.66
Step 17	\$19.94
Step 18	\$20.25
Step 19	\$20.56
Step 20	\$20.85

2011-12 AND 2012-13

<u>GRADE VI</u>	<u>2011-12 and 2012-13</u>
Step 0	\$16.51 *Frozen per contract negotiations 2010-11
Step 1	\$16.79
Step 2	\$17.03
Step 3	\$17.29
Step 4	\$17.54
Step 5	\$17.79
Step 6	\$18.07
Step 7	\$18.32
Step 8	\$18.63
Step 9	\$18.88
Step 10	\$19.17
Step 11	\$19.45
Step 12	\$19.75
Step 13	\$20.04
Step 14	\$20.34
Step 15	\$20.64
Step 16	\$20.94
Step 17	\$21.27
Step 18	\$21.57
Step 19	\$21.91
Step 20	\$22.24

\$.50 per hour stipend for Lead Printing Technician

C. **LONGEVITY**

Longevity is incorporated into the wage schedule based on grades and steps.

D. **PLACEMENT ON THE SALARY SCHEDULE**

When moving from one job classification /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 is not allowed unless in extreme circumstances and approved by your supervisor prior to working. 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 will be granted at time and a half (1.5) beyond a forty (40) hour work week. Compensatory time shall be authorized by each employee's immediate supervisor prior to working it. Compensatory time worked or spent should be listed on the employee's time sheet for the pay period in which it was taken for record keeping purposes.

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/grades covered by the Administrative Support Staff handbook, commencing with the first day of employment after the last date of hire. (Example: switching from custodial to support staff can affect seniority, as well as changing from a Grade 1 to a Grade 3 within the support staff.) 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 the Michigan Public School Employee Retirement System (MPERS) 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/grade 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 30 days in advance, 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 job classification or a lower grade job 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 job classification, pay will be adjusted to accurately reflect the pay level for the job classification. The employee would retain step placement within the lower job 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 job 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 and staff e-mail. 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 their direct supervisor with approval from the Human Resources office.
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, unless approved by direct supervisor and for unusual circumstances.

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 the mutual consent of the employee involved, their direct supervisor and approval from the Human Resource Office 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 , II and III 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 due to weather or an Act of God, **all** employees are expected to report to work at their **regularly scheduled starting time**. Employees will be paid for hours worked. This does not apply however in cases when the school day is delayed due to Professional Development activities for teachers. In this case, employees (except Grade IV, V and VI employees) are to report two hours later than their scheduled start time. Grades IV, V and VI employees are to report to work at their normal scheduled time.

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 (currently 2011/12= 30 hours). 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 as soon as possible and 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.
- d. FMLA paperwork is sent to all employees who miss three consecutive work days for sickness.

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, parent, stepchild, foster or adopted child or which you have legal guardianship, 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.

300 hours	\$ 700.00
450 hours	\$1,600.00
600 hours	\$2,600.00

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 Human Resources 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 Human Resources 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, or child of which the employee has legal guardianship, mother, parent or immediate family member of spouse, 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

Length of Paid Vacation

Five (5) paid days during years of service Holiday Break unless requested and approved otherwise

Non-52 Week Employees

- Completion of seven (7) or more

Length of Paid Vacation

Thirteen paid years of service days in which five (5) days will be paid during Holiday Break and five (5) days being paid at Spring Remaining three (3) days to be used only during non-scheduled, unpaid days.

- 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 holiday 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 holiday 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 holiday 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 holiday 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. (Examples include the day before Thanksgiving, the Friday before Spring Break, the Friday before Memorial Day; however, not for professional development day or record marking days.)

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. **Medical Insurance**

The Board will provide medical insurance through the West Michigan Health Insurance Pool (WMHIP) for 2011-12 and 2012-13 school years. 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 and eight (8) hours per day will be eligible for WMHIP Versatile Plan full-family coverage with the employee paying 15% of the insurance premium through payroll deduction. 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 WMHIP Versatile Plan single-subscriber coverage with the employee paying 15% of the premium through payroll deduction. The single-subscriber rate, less 15% employee contribution, can be applied to purchasing 2-person or full-family medical 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 medical insurance at the full premium cost. Monthly premiums will be deducted from their pay throughout the year.

2. **Dental Insurance**

The Board will provide a dental plan through ADN Administrators, Inc. 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 at the full premium cost. Premiums will be deducted from their pay throughout the school year.

3. **Vision Insurance**

The Board will provide a vision plan through NVA (National Vision Administrators, LLC). 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-subscriber policy with the employee paying 15% of the premium through payroll deduction. The single-subscriber rate, less 15% employee contribution, can be applied to purchasing 2-person or full-family vision coverage. Monthly premiums will be deducted from the employee's pay throughout the year.

4. **Open Enrollment Period and Signing Up for Fringe Benefits**

The Open Enrollment period for fringe benefits covered under the flexible benefit plan is the month of September with benefits beginning the month of October, except for new hires, who will need to enroll for fringe benefits in the Human Resources Office, the first month after completing their probationary period.

Once an employee is enrolled in the benefit plan, they will remain enrolled for the remainder of the plan year ending September 30 unless employment is terminated or there is a change in family circumstances which qualified the employee for a change in benefits.

5. **Cash in Lieu of Medical Benefits**

In lieu of subscribing to the Board provided health insurance, an employee who works at least thirty (30) hours a week and at least thirty-eight (38) weeks per year may select the cash in lieu option. Cash option is based on 75% of the single-subscriber Versatile plan. The cash option will be disbursed over twenty-four (24) pay periods. Cash in lieu will not be paid on the 3rd pay of the month.

Eligible employees may waive vision and dental coverage and receive cash in lieu of 75% of the single subscriber WMHIP Versatile Plan premium.

6. **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.

7. **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 \$2,500. 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 on an after tax basis.

8. **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.

9. **Workers' Compensation Insurance**
 - a. The Board will provide Workers' Compensation insurance.
 - b. Employee must report job-related injuries to the Human Resources 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 ensure 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 until such time that the employee's sick leave is exhausted. Employee is responsible for their MIP contribution on reportable Worker's Compensation payments.

10. **Flexible Spending Accounts**

Employees may elect to establish a flexible spending account through their benefit election form during open enrollment. Flexible spending accounts allow participants to use pre-tax dollars for out-of-pocket medical expenses, dependent care expenses, and employer sponsored medical-related insurance premiums. The company that currently oversees/handles Forest Hills flexible spending accounts is called Flex Administrators. It is the employee's responsibility to submit claims directly to Flex Administrators for processing their reimbursements. An employee may elect any amount up to the maximum allowed. The maximum allowed are:

- Medical expenses \$5,000.00
- Dependent Day Care \$5,000.00

It is important to note that according to IRS regulations, employee contributions to a flexible spending account that are not used by the end of the plan year are forfeited.

When an employee elects to sign up for a flexible spending account, the amount selected is deducted out of their pay during eighteen (18) pay deduction period. The eighteen (18) pay spread normally runs from the second pay in October through the first pay in June.

**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 posted position within the District should submit an internal application for the posting via AppliTrack.

C. **REASSIGNMENT**

Applicants from within the District will be considered prior to applicants from outside the District.

D. **INVOLUNTARY TRANSFERS/REASSIGNMENTS**

Invuntary 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 Human Resources Office. If the responsibilities of the position change, the job description is to be revised accordingly and submitted to Human Resources 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. When a job description changes after an employee leaves their position, the job description must be fully written out and attached with the job posting.

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 for Human Resources, or designee.
- C. Vacant positions will be filled by the best qualified candidate for the posted position. 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 Human Resources 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 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 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.
- 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 to be 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. **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.

WORK RULES

Forest Hills Public Schools, in an effort to assure that 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, telephone, 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 proscribed 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.

ARTICLE XII: DURATION

This Agreement shall be in effect from June 30, 2011 through June 30, 2013. 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

Signed on behalf of the
Board of Education

Denise Loree, Co-Chairperson
Administrative Support Staff
Core Group

Christine Annese
Assistant Superintendent for
Human Resources

DATE: _____

DATE: _____

Kim Ndawillie, Co-Chairperson
Administrative Support Staff
Core Group

DATE: _____

Adopted by the Board: June 28, 2011