

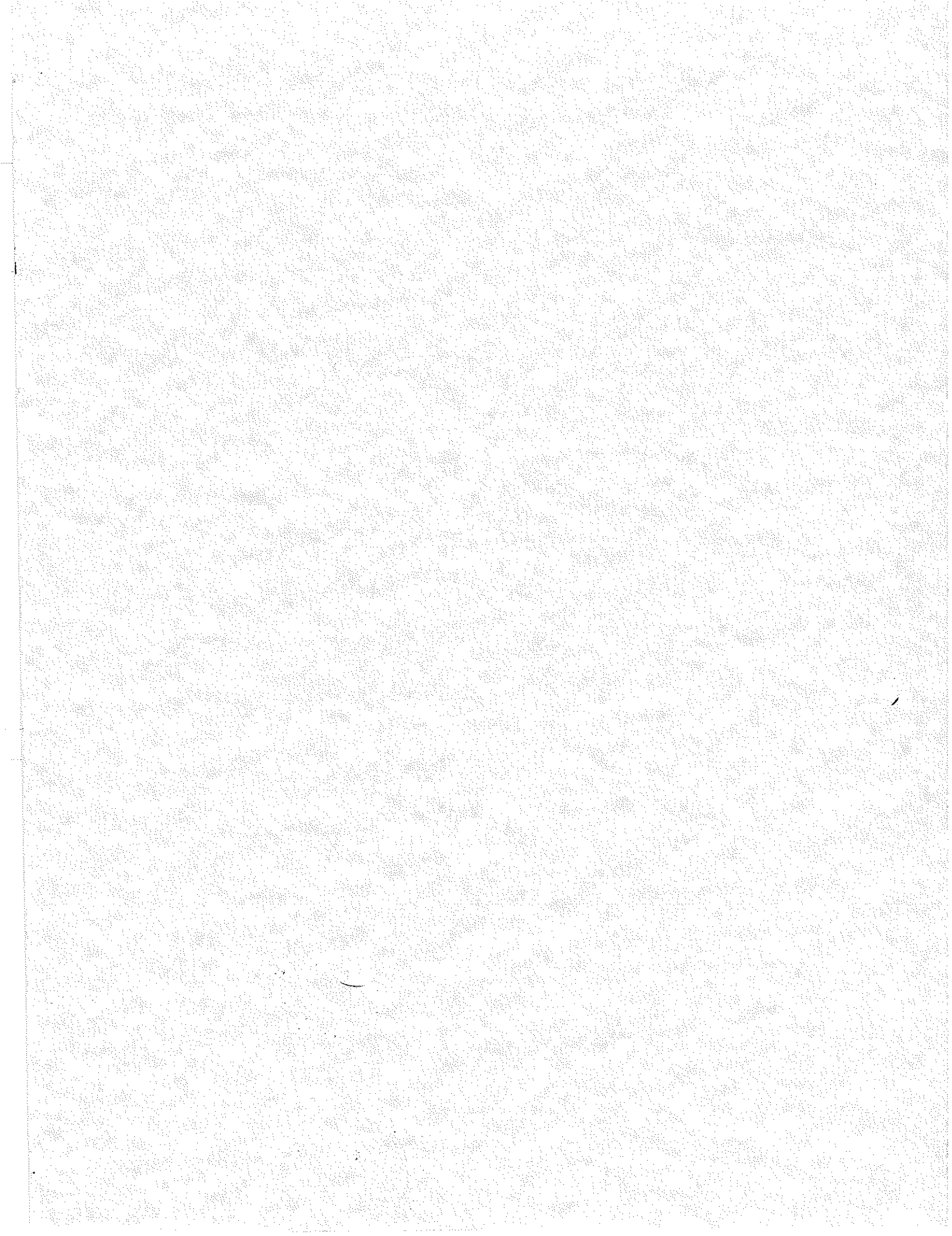
FOREST HILLS PUBLIC SCHOOLS

SUPERVISORY AGREEMENT

2004-05

2005-06

Dr. J. Michael Washburn
Superintendent
Forest Hills Public Schools
Grand Rapids, Michigan 49546



PREFACE

This Agreement covers the employment conditions, wages and fringe benefits for the Supervisory positions listed below:

Administrative Assistant to Supt. and Board
Coordinator of Business Services
Coordinator of Intramural Events
Executive Secretary 1
Executive Secretary 2
Fringe Benefits Coordinator
Payroll Coordinator
Senior Systems Engineer
Senior Computer Technician
Senior Technician, Audio Visual
Software Support Specialist
Supervisor, Accounting
Supervisor, Adult Enrichment & Community Services
Supervisor, Audio Visual
Supervisor, Computer Services
Supervisor, Marketing
Supervisor, Network Administrator
Supervisor, Operations
Supervisor, Pool
Supervisor, Special Education
Supervisor, Special Projects
Supervisor, Student Accounting
Supervisor, Substitute Calling
Supervisor, Transportation
Systems Administrator
Systems Analyst
Systems Engineer
Voice/Data PBX Engineer

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ARTICLE I

WAGES

A. Supervisory Salary

Each supervisor will be provided with their contract listing their individual salary prior to the beginning of each fiscal year.

B. Longevity

Longevity is effective on the anniversary date of continuous employment in a permanent position. Longevity is paid as follows:

- An additional \$1,500 per year at the beginning of the 11th year of continuous service.
- An additional \$1,250 per year at the beginning of the 16th year of continuous service for a combined increase of \$2,750.
- An additional \$1,000 per year at the beginning of the 21st year of continuous service for a combined increase of \$3,750.

C. Supervisor's Contract

It will be the discretion of the Superintendent as to whether a one (1) or two (2) year contract is issued to a Supervisor. A contract will begin on July 1 and end on June 30. The Superintendent has the option to renew a contract with any one or more supervisors prior to June 30 of each fiscal year. The Superintendent also reserves the right to offer a one year contract to any supervisor in a temporary or probationary status, whether a first year supervisor or otherwise.

D. Placement on Salary Schedule

The components of the salary structure are based on job description, responsibility factor and experience.

ARTICLE III

FRINGE BENEFITS

A. Paid Holidays

Supervisors will receive paid holidays each fiscal year as specified below:

Independence Day (July 4)
Labor Day
Thanksgiving Day and Friday following Thanksgiving Day
Christmas Day and one designated day
New Year's Day and one designated day
Good Friday (when scheduled as a non-attendance
school day)
Memorial Day

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.

B. Paid Vacation Days

1. Number of Vacation Days Granted
Fifty-two (52) week supervisors will receive twenty (20) paid vacation days per year. Less than fifty-two (52) week supervisors will have their vacation days prorated.
2. Issuance of Vacation Days
Vacation days will be issued at the beginning of each supervisor's contracted year.
3. Requests for Vacation Days
Requests for vacation days should be submitted to the supervisor's immediate supervisor in advance on the appropriate form.
4. Unused Vacation Days
Any vacation days from the prior year which remain unused by December 31 of the next year, may be carried over by submitting a request to the Assistant Superintendent for Administrative Services.

C. Personal Days

1. Issuance of Personal Days

Fifty-two (52) week supervisors will receive five (5) personal days per school year. Less than fifty-two (52) week supervisors will receive personal days on a pro-rata basis. Personal days will be issued at the beginning of each supervisor's contracted year.

2. Requests for Personal Days

Requests for personal days should be submitted on the appropriate form to the supervisor's immediate supervisor and then forwarded to the Assistant Superintendent for Administrative Services at least three (3) days in advance.

3. Unused Personal Days

Unused personal days may be carried over to the supervisor's sick leave bank or a written request may be submitted to the Assistant Superintendent for Administrative Services requesting that unused days be carried over to December 31 of each school year.

D. Sick Leave Days/Family Medical Leave Act

1. Ten (10) sick days shall be granted to supervisors per year at the beginning of the supervisor's contracted year.

a. Sick Leave Use

- 1) Sick leave may be used for the personal illness, injury, disability of the employee, or for the serious illness, injury or disability to a member of the immediate family.
- 2) Supervisors may use sick leave for physician appointments that may not be arranged other than during regularly scheduled work hours, for the death of a friend, relative or immediate family (as specified in Article III, Section E.).
- 3) In cases subject to Worker's Compensation Law, such leave may be used to supplement his/her regular salary for the period of absence from duty.

- b. Family Medical Leave Act (FMLA)
- 1) 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 twelve (12) weeks insurance coverage under the Family Medical Leave Act of 1993 for the birth or care of a child, the adoption or foster care of a child, or to care for the employee's spouse, son, daughter, step-son, step-daughter, adopted child or of which you have legal guardianship, mother, father, mother-in-law, father-in-law, grandparent, grandparent of spouse for a serious health condition, or for the serious health condition of self.
 - 2) During any unpaid leave exceeding twelve (12) weeks, sixty (60) work days or more, and not covered by the Family and Medical Leave Act of 1993, the supervisor will be responsible for paying to the Accounting Office each month an amount sufficient to pay for the insurance premium if the supervisor opts to continue insurance coverage.
- c. Unused Accumulated Sick Leave
Unused accumulated sick leave shall be banked year to year for each supervisor. The total amount of each supervisor's accumulation is unlimited.
- d. Transferring to Non-Supervisory Position
In the event a supervisor returns to a non-supervisory position, all accumulated sick leave and personal leave days shall be carried over as sick leave.
- e. Sick Leave Payoff
If an employee has more than one-hundred (100) days of accumulated sick leave at the time of termination of employment, the Board will pay for fifty (50) sick leave days at the following rates:
- \$35 for having accumulated 100-125 sick leave days
 - \$40 for having accumulated 126-150 sick leave days
 - \$50 for having accumulated 151-175 sick leave days
 - \$60 for having accumulated 176-200 sick leave days
 - \$70 for having accumulated 201-225 sick leave days
 - \$80 for having accumulated 226+ sick leave days

ARTICLE IV

INSURANCE BENEFITS

A. Health Insurance

Supervisors are entitled to full family health coverage provided through MESSA Insurance with a \$5.00 prescription co-pay for generic medications and \$10.00 for brand name. The District will reimburse the annual deductible on services.

B. Dental Insurance

Supervisors are entitled to full family dental coverage provided by AssureCare. The policy will cover a percentage of the charges based on the treatment.

C. Vision Insurance

Supervisors are entitled to full family vision insurance coverage provided by AssureCare. The policy will cover a pair of glasses or contacts for each member of the family once per year. A set amount is paid on each item.

D. Cash Option

In lieu of subscribing to the Board provided health insurance, a supervisor may select the cash option equal in dollar amount to the "one person" health premium that is available. A cash option is also given for waiving dental and/or vision.

E. 403(b) and 457 Tax Sheltered Investment Program

Employees who waive health benefits may opt to invest in a 403(b) and/or 457 Tax Sheltered Annuity.

Supervisors may elect to invest a portion of their cash option and/or normal salary into an established 403(b) or 457 account. Income and FICA (social security) taxes will be applied to cash payments while only FICA taxes are applied to 403(b) and 457 contributions. IRS regulations and Forest Hills Public School District Board of Education policy govern the 403(b) and 457 programs. For more information regarding this program, contact the Personnel Department.

F. Life Insurance

Supervisors are covered by the Forest Hills Public Schools for Term Life Insurance in an amount equal to double the supervisor's annual salary. Included in this insurance is double indemnity for accidental death. The employee will pay taxes on the premium for any insurance over \$50,000. Deductions will be taken the last pay in July and December of each year.

G. Long-Term Disability

Each qualified supervisor shall receive Long Term Disability that will cover full and partial disability. The policy will cover 66 2/3% of basic monthly earnings, not to exceed the monthly maximum of \$5,500. The policy will start after a ninety (90) day elimination period.

H. Long-Term Disability Plus Superwrap Policy

Each qualified supervisor shall have a Superwrap Policy in addition to the base Long-Term Disability that will cover full and partial disability. The policy will apply after a 180 day elimination period and will continue for two (2) years, unless otherwise selected to age sixty-five (65). The dollar value of the Superwrap policy will be based on each individual contract.

I. Michigan Public School Employees Retirement System (MPERS)

Membership in the Michigan Public School Employees Retirement System (MPERS) is required for all employees.

J. Liability Protection

Liability protection to defend, hold harmless and indemnify the supervisor in the event that any claim, legal proceeding, etc. is brought 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 supervisors. 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.

K. 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 sick leave for any absence due to work related injury.

ARTICLE V

LEAVES OF ABSENCE

A. Bereavement Leave

Employees may use up to one (1) day of sick leave to attend a funeral of a relative or friend and up to three (3) days of sick leave for a member of the immediate family. Additional days may be authorized by the Assistant Superintendent for Administrative Services.

B. Sick Leave

Sick leave may be used for personal illness, doctor appointments for personal illness or the illness of your immediate family.

C. Family and Medical Leave Act (FMLA)

Paid leave is granted only if sufficient accumulated sick days are available to cover the duration of the leave under FMLA and the employee has obtained a minimum of 1,250 hours the previous year and is currently taking advantage of health benefits provided by the District. Employees must use accumulated sick leave to substitute for unpaid leave provided under the Family Medical Leave Act of 1993. Employees may take advantage of FMLA for the birth or care of a child, the adoption or foster care of a child, the care of a spouse, son, daughter or parent with a serious health condition or the serious health condition of the employee.

D. Personal Leave

Personal leave may be used for business that cannot be conducted outside the normal working hours.

E. Jury Duty

1. If an employee is called to jury duty, it is his/her responsibility to notify his/her immediate supervisor.
2. 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.
3. If the employee is dismissed from jury duty during his/her regular working hours, he/she is expected to report to work.

F. Unpaid Leave of Absence

A request for an unpaid leave of absence for the purposes listed below must be submitted to the Assistant Superintendent for Administrative Services in writing a minimum of four (4) weeks prior to the requested date of such leave unless circumstances are such that this is not possible.

1. Child Care - Unpaid leave up to one (1) year
2. Illness/Accident - Unpaid leave for a medical emergency requiring a long period of recuperation to be accompanied with a physician's statement.
3. Special Leave - Unpaid leave up to one (1) year. Approval or denial of such special leave requests is solely the discretion of the Board.

G. Return to Employment from Unpaid Leave

Upon completion of leave, the supervisor will return to the same or similar position.

ARTICLE VI

EVALUATION

A. Evaluation Timelines

Written evaluations will be conducted by May 30 of each year by the administrator to whom the supervisor reports. Evaluations may be conducted more frequently if necessary. The employee will receive a copy of the written evaluation and it is to be reviewed in a private conference with him/her. A copy of the evaluation will be sent to the Assistant Superintendent for Administrative Services for placement in the employee's personnel file.

B. Supervisor's Signature

Evaluations must be signed by both parties and does not necessarily indicate approval or concurrence with the evaluation by the supervisor.

ARTICLE VII

GRIEVANCE PROCEDURES

- A. If a problem arises between the employee and his/her direct supervisor, or if the employee has complaints or feels that there has been a misinterpretation or misapplication of any condition of employment, the problem is to be resolved in the following manner:
1. The problem is to be discussed with the immediate supervisor.
 2. 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 Administrative Services.
 3. Within ten (10) work days of receipt of the letter from the supervisor, the Assistant Superintendent for Administrative Services will meet with the employee to discuss the situation.
 4. The Assistant Superintendent for Administrative Services will respond to such concerns, in writing within ten (10) work days of the meeting, with copies sent to both the employee and immediate supervisor.
 5. If an employee still believes that the problem has not be resolved satisfactorily, he/she may submit a written letter to the Superintendent.
 6. The Superintendent will meet informally with the employee and with the immediate supervisor and the Assistant Superintendent for Administrative Services if deemed necessary, in an attempt to mutually resolve the problem.

ARTICLE VIII

LAYOFF AND RECALL

- A. **Layoff**
When it is necessary to reduce supervisory positions for either economic reasons or declining enrollment, the following steps shall be taken:

1. The supervisor will be given written notification of layoff at the employee's most recent known address.
2. The supervisor will be offered another available position in the District for which he/she is certified and qualified, with full seniority credit given for length of service with the District.
3. The supervisor's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notices to the supervisor. Each supervisor is responsible for keeping the employer advised, in writing, of any change of address and will not be excused for failure to report to work or recall if he/she fails to receive notice because of his/her failure to advise the employer, in writing, of his/her address change.

B. Recall

1. The Board shall give written notice of recall from layoff by sending a registered or certified letter or telegram to said supervisor at his/her last known address.
2. If a supervisor fails to respond within thirteen (13) days from the date of mailing of the recall, unless an extension is granted, in writing, by the Board, said supervisor shall be considered to have voluntarily resigned and the supervisor's employment contract and any other employment relationship with the Board shall be deemed terminated.

ARTICLE IX

MISCELLANEOUS PROVISIONS

A. Mileage Reimbursement

Supervisors may maintain a log and submit requests for monthly reimbursements based at the current IRS rate.

B. Incentive

Any employee who proposes an idea, in writing, which is approved by the administration and saves the District over \$100 annually will receive a one-time bonus of \$50.

Any employee who proposes an idea, in writing, which is approved by the administration and saves the District over \$250 annually will receive a one-time bonus of \$100.

C. Tuition Reimbursement

Requests for tuition reimbursement for college courses relevant to the supervisor's position must be submitted in writing to the Assistant Superintendent for Administrative Services for approval prior to taking the course(s). It is the sole discretion of Assistant Superintendent for Administrative Services to approve or deny such requests.

D. Employment of Immediate Family

Immediate family of supervisors as defined in Board Policy GBC/GBCA, may be given equal consideration for employment in Forest Hills, in compliance with Board Policy GBC, Equal Opportunity Employment. If recommended for employment, an immediate family member of a supervisor would not be employed in a position where the supervisor had any supervisory responsibility for the position in question.

E. Conditions of Employment

Only the Superintendent or the Assistant Superintendent for Administrative Services may issue policies concerning wages, hours or conditions of employment that are binding on the Board and then only if in writing and signed by the issuer.

F. Provisions for Insurance Liability

Notwithstanding the provision of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other such matters.

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 by 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.

G. Conclusion

Any revisions to this Agreement must be agreed to by the Board of Education and the supervisors represented by this Agreement.

ARTICLE X

DURATION

This Agreement shall be in effect from July 1, 2004 to June 30, 2006. This Agreement will be revised at the end of each fiscal year.

/dm

Revised: 7/22/05

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 PUBLIC SCHOOLS Grand Rapids, Michigan

Forest Hills Public Schools, in an effort to assure the fair treatment and safety of all employees, reaffirms and establishes the following employee work rules. These regulations of the Forest Hills Board of Education have been designed not to restrict, but rather to define and protect the rights of all. It should be pointed out that the infractions described below 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 by 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 threats 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 statement 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 or 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 that 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 (20 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 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.

/dm
7/22/05