

FOREST HILLS PUBLIC SCHOOLS
Grand Rapids, Michigan

ADMINISTRATIVE
AGREEMENT

2008-09

2009-10

2010-11

Forest Hills Public Schools
Grand Rapids, Michigan
Dan Behm, Superintendent

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ARTICLE I

ADMINISTRATIVE CONTRACT AND COMPENSATION

A. **Administrative Compensation Plan**

The administrative classification and compensation plan has been approved for the 2008-09 and 2009-10 fiscal years with new pay levels to be paid beginning July 1. A discussion on economic issues will be held for the 2010-11 year.

B. **Administrative Contract**

Administrator's contracts will be issued for a duration of two (2) years to begin on July 1 and end on June 30 of the following school year. The Superintendent has the option to enter a new two (2) year contract with any one or more administrators at the mid-term one-year contract on the anniversary date. The Superintendent also reserves the right to offer a one year contract to any administrator, whether a first year administrator or otherwise. The Superintendent will follow all statutory provisions regarding non-renewal of administrative contracts. New administrators or current administrators moved to new positions will be placed on step one of a three step pay scale.

C. **403(b) Severance Contribution After Retirement – Two Tiered System**

Tier One – For existing administrators hired before July 1, 2008 with at least ten (10) years of service with the District. (Names will be listed on a roster.)

Administrators with a minimum of ten (10) years of service with the district, has applied for retirement under MPERS, and has notified the Superintendent in writing by April 30 indicating his/her intent to retire at the conclusion of the fiscal year, shall be eligible to receive a severance payment of \$11,000 per year for three (3) years, contributed to a non-elective 403(b) plan in two installments of \$5,500 in January and February of each year after retirement.

An administrator who is otherwise eligible to retire under this section who seeks to retire as of a date other than the end of the fiscal year may do so upon providing at least 60 days advance written notice to the District and obtaining written approval from the Superintendent to retire as of the requested retirement date. If the request is approved and the retirement date is prior to January 1, the contribution shall be made in accordance with the same schedule described above.

Tier Two – For administrators hired after July 1, 2008. (Tier One administrators have the option of using Tier Two until the end of this agreement in three years.)

Severance compensation will be determined based on the administrator's unused sick days per the schedule below:

<u>Number of days</u>	<u>Amount per day</u>
60-80	\$100
81-100	\$125
101 +	\$150

The amount will be contributed to a non-elective 403(b) plans as soon as administratively feasible following retirement. If the applicable amount exceeds the maximum contribution permitted by law for that year of retirement, the remaining amount will be contributed during the following year in monthly installments of up to \$5,500 per month until the total amount is contributed.

Note: Under either Tier One or Tier Two, if the employee dies before all amounts are contributed to the 403(b) plan, the District will pay the remaining amount in cash to the beneficiary(ies) designated under the 403(b) plan.

ARTICLE II

ADMINISTRATIVE CALENDAR

A. **Length of Work Year**

1. The number of paid days for administrators may vary slightly from year to year based on the teacher and student calendars adopted by the Board of Education in the spring of each school year.
2. Calendars reflecting the number of work days, paid holidays and beginning and ending dates for the following school year will be distributed to each administrator prior to the conclusion of the current school year.

3. Administrators may utilize accumulated flextime with prior written approval from the Superintendent during the same fiscal year. Flextime is defined as time worked beyond the administrator's normal work schedule or year (e.g., Administrative duties necessitated by a school crisis, special project, or for work on days when schools are closed due to inclement weather or other acts of God). The Superintendent has the discretion to determine what constitutes flextime for administrators.

ARTICLE III

FRINGE BENEFITS

A. **Paid Holidays**

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

1. 52 Week Administrators:
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

2. 46, 45 and 44 Week Administrators:
Labor Day
Thanksgiving Day and Friday following Thanksgiving Day
Good Friday (when scheduled as a non-attendance school day)
Memorial Day

Administrators that are contracted for less than fifty-two (52) weeks per year are not scheduled to work or receive pay for the holiday break in December, or spring break, as scheduled on the school calendar.

B. **Paid Vacation Days**

1. Fifty-two (52) week administrators will receive twenty-five (25) paid vacation days per year. Requests for vacation days should be submitted directly to the Superintendent or for approval.

2. Any vacation days from the prior year which remain unused by December 31 of the next year, may not be accumulated.

C. **Personal Days**

Administrators will receive five (5) personal days per school year. Personal days will be issued at the beginning of each administrator's contracted year. Requests for personal days should be submitted to the Superintendent. Unused personal days may be carried over to the administrator's sick leave bank or a written request may be submitted to the Superintendent 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 leave days shall be granted to administrators per year at the beginning of the administrator's contracted year.
 1. Sick leave may be used for the personal illness, injury, disability of the employee, or for serious illness, injury or disability to a member of the immediate family. (Immediate family is defined under the Family Medical Leave Act to include: spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, father, step-father, father-in-law, mother, step-mother, mother-in-law, grandparent, step-grandparent, grandchild, step-grandchild, and spouse's grandparent, step-grandparent, and step-grandchild of an employee or for another relative who stands in stead of an immediate family member).
 2. Administrators 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.
 3. An administrator who is absent for a reason compensable under the Workers' Compensation Act shall be entitled to use accumulated sick leave to make up the difference between the amount he/she receives under the Workers' Compensation Act and his/her regular salary.
 4. Administrators may use accumulated sick leave to substitute for unpaid leave provided under the Family and Medical Leave Act of 1993.
 5. During any unpaid leave and not covered by the Family and Medical Leave Act of 1993, the administrator will be responsible for paying to the Accounting Office each month an amount sufficient to pay the insurance premiums if the administrator opts to continue insurance coverage.

6. Unused accumulated sick leave days shall be banked from year to year for each administrator. The total amount of each individual's accumulation is unlimited.
7. In the event an administrator returns to a teaching position, all accumulated sick leave/personal leave days shall be carried over as sick leave.

ARTICLE IV

LEAVES OF ABSENCE

A. **Unpaid Leaves of Absence**

An unpaid leave of absence may be requested to the Superintendent in writing. This written request should be submitted no later than four (4) weeks prior to the requested date of such leave. The Superintendent must be contacted in the event of an immediate family emergency which necessitates a request by the administrator for an unpaid leave of absence. The Superintendent may use his discretion on an individual basis in approving such requests.

B. **Family Medical Leave (FMLA)**

Sick leave may be used for personal illness, injury, disability of the employee, or for serious illness, injury or disability to a member of the immediate family as a substitute for unpaid leave provided under the Family and Medical Leave Act of 1993.

C. **Sabbatical Leave**

After seven (7) years of administrative service in the District, an administrator may request a one (1) year sabbatical leave. This request must be submitted no later than March 31 of the preceding year. If approved, the Board shall pay the health, dental and vision insurance premiums and \$12,000 per leave. All leaves will be presented to the Board of Education for approval, and if approved, will be for one (1) school calendar year. The administrator must work two (2) school terms following a sabbatical leave or he/she will be responsible for refunding the school district for the insurance premiums and repay the Board as follows:

- 0 years of service after Sabbatical - Repay \$12,000
- 1 year of service after Sabbatical - Repay \$ 6,000

- D. **Return from Leave**
Administrators returning from leave will return to a position determined by the Superintendent.

ARTICLE V

INSURANCE BENEFITS

- A. **Health Insurance**
Administrators are entitled to full family health coverage.
- B. **Dental Insurance**
Administrators are entitled to full family dental coverage (Forest Hills Self-Funded Plan - Level II).
- C. **Vision Insurance**
Administrators are entitled to full family vision insurance (Forest Hills Self-Funded Plan - Level II).
- D. **Cash Option in Lieu of Health Benefits**
In lieu of subscribing to the Board provided health insurance, an administrator may elect a cash option equal in dollar amount to the single subscriber premium rate for the health insurance plan then in effect, provided that any annual increase in such cash option shall not exceed 8%. Administrators employed less than full-time may elect a prorated cash option. A cash option is also provided for waiving dental and/or vision. The election to waive health, dental and/or vision coverage and receive additional compensation shall be made through the Forest Hills Public Schools' Flexible Benefit Plan.
- E. **Term Life Insurance**
Administrators are covered by the Forest Hills Public Schools for Term Life Insurance in an amount equal to double the administrator'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. Deduction will be taken the last pay in July and December of each year.

F. **Long Term Disability**

Each qualified Administrator shall receive Long Term Disability that will cover full and partial disability. Forest Hills Public Schools shall make a self-funded long-term disability benefit available for the first ninety (90) days until the elimination period is fulfilled. The policy will cover 66 2/3% of salary after a ninety (90) day elimination period. Health, dental vision and life insurance will be continued by the District for the period the administrator qualifies for not more than two (2) years for newly hired administrators effective July 1, 2006.

G. **Long Term Disability Superwrap Policy**

Each qualified administrator shall have a Superwrap Policy in addition to the regular LTD that will cover full and partial disability. The policy will apply after a 180 day elimination period and will continue until age sixty-five (65). The dollar value of the Superwrap policy will be based on each individual contract.

New administrators are required to complete an application for coverage as part of their initial employment package.

H. **Board Paid Annuity**

The District shall provide an employer contribution to a Section 403(b) tax-sheltered annuity on behalf of the administrator as remuneration for the administrator's services. Contributions of this Plan shall be made bi-weekly. The parties further agree that they will enter into and execute any document necessary to place said Plan in effect as required by Section 403(b) of the Internal Revenue Code. For more information regarding these programs, contact the Human Resources department.

I. **Michigan Public School Employees Retirement System (MPERS)**

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

J. **Worker's Compensation Insurance**

1. Worker's Compensation Insurance will be provided by the Board.
2. Employees must report work related injuries to the Human Resources 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 to make up the difference between the amount he/she receives under the Workers' Compensation Act and his/her regular salary.

ARTICLE VI

PROTECTION

Liability Protection

Liability protection to defend, hold harmless and indemnify the administrator 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 administrators. 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.

ARTICLE VII

ADMINISTRATIVE CERTIFICATION

A. Coursework Required for Administrative Certification

Up to six (6) credit hours of coursework required for administrative certification will be reimbursed annually. If additional coursework is needed to meet the requirement of an administrative assignment, it will be reimbursed.

B. Continuing Education Units (CEU's)

1. A CEU certification of completion shall be sent to the Superintendent's Office indicating the date, workshop, topic or class, the number of CEU credits and an authorized signature.
2. Administrators cannot receive both college credit and CEU credit.
3. Three (3) CEU's will be equivalent to one (1) semester hour based on the formula that ten (10) contract hours equals one (1) CEU.

ARTICLE VIII

PROFESSIONAL MEMBERSHIPS

A. **Professional Dues**

Professional dues will be paid by the District for one (1) State and one (1) National Association for each administrator. Each membership must be approved by the Superintendent.

B. **Attendance at Professional Development Conference**

The administrative Professional Development Conference attendance schedule will be approved annually by the Superintendent.

ARTICLE IX

MILEAGE AND PHONE

A. **Mileage**

Administrators shall be individually responsible for covering mileage costs for school related business.

B. **Phone Allowance**

Administrators shall be individually responsible for covering cellular phone costs for school related business.

ARTICLE X

EVALUATION

A. **Administrative Evaluation**

Evaluation of administrators will be conducted under the direction of the Superintendent in accordance with State law and the Forest Hills Board of Education policy.

ARTICLE XI

GRIEVANCE PROCEDURE

A. **Grievance Procedure**

1. The parties hereby agree to and adopt the following method and process for all matters of dispute, problems or differences that may arise during the term and based on the application or interpretation of the express written terms of this Agreement.

Nothing contained herein will be construed as limiting the right of an employee having a grievance to discuss the matter informally with the Board and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement.

B. **Step One**

An employee or one (1) member of a group of employees may file a grievance with the appropriate Assistant Superintendent for Human Resources within ten (10) work days immediately following the event or condition which gives rise to the grievance. A meeting shall be held to attempt to resolve the matter promptly within the five (5) work days immediately following submission of the grievance.

During this meeting, all the known facts and the Agreement's written term(s) alleged to have been violated will be stated. The disposition of the grievance will be issued within five (5) work days immediately following the Step One meeting.

If the Step One grievance is submitted in writing, it will contain the aggrieved employee's signature, all the related facts, and the grievant's written grievance will be entered on the same grievance form and be signed by the representative rendering it.

The aggrieved employee and a third party representative of the employee's choice, and two (2) Assistant Superintendents may be present at the Step One meeting.

C. **Step Two**

If the grievance is not settled at Step One, it shall be submitted in writing, to the Superintendent at Step Two, on the form provided above in Step One, within five (5) work days immediately following the rendering of Step One disposition. A meeting shall be held within five (5) work days immediately following submission of the grievance.

The Step Two disposition of the grievance will be issued, in writing, within five (5) work days immediately following the Step Two meeting. A designee, other than the representatives rendering the disposition in Step One, may function for the Superintendent in the event of his unavailability.

The aggrieved employee and a third party of the employee's choice may be present at the Step Two meeting unless otherwise mutually agreed.

After this, the employee may submit, in writing, his/her position to the grievance to the Board of Education for its review.

D. **Grievance File**

Records of all grievance procedures shall be maintained by the involved parties, but they shall not be contained in the personnel file of the grievant.

E. **Definition of Terms in Grievance**

The term "days" when used in this Agreement shall mean all work days (Monday through Friday) occurring during the term of this Agreement. Saturdays, Sundays and holidays observed by employees covered by this Agreement shall not be counted in establishing any time limit dates set forth in this Agreement.

Also, in establishing the time limits set forth above, the parties may, if necessary, mutually agree to waive counting the surrounding and/or concurrent vacation days of any person who is essential to and/or normally is directly involved in the grievance procedure matters at any step.

ARTICLE XII

REDUCTION IN PERSONNEL/RECALL

A. **Reduction in Personnel/Recall**

1. When it is necessary to reduce administrative positions for either economic reasons or declining enrollment, the following steps shall be taken:
 - a. The Board shall follow State law as set forth in Public Act 183 regarding the reduction in personnel of administrators.

The Board shall give written notice of recall from layoff by sending a registered or certified letter or telegram to said administrator at his/her last known address.

The administrator's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the administrator. If an administrator 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 administrator shall be considered to have voluntarily resigned and the administrator's employment contract and any other employment relationship with the Board shall be deemed terminated.

Each administrator 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 own failure to advise the employer, in writing, of his/her change of address.

Administrators who no longer have a position shall be maintained on a recall list until they refuse an opportunity to return to a position for which they are certified and qualified or within two years.

- b. If an administrator is relieved of his/her duties because of reduction in staff or abolishment of position, and an administrative position is not available, he/she will be offered a teaching position for which he/she is certified to teach, with full seniority credit given for length of service with the District as an administrator and/or teacher, if the administrator has previously been a teacher in the District. (See Addendum #1 - Seniority in the FHEA Bargaining Unit - Reference Hartsoe Arbitration Case of 1986)
2. Administrators who have had prior years of teaching experience in the District will be able to use all their years of experience in the District if they return to the Bargaining unit and be placed on the seniority list with all years credited.
3. Administrators who have not had prior teaching experience in the Bargaining unit will not be allowed to credit their years of administrative experience on the teacher seniority list.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

A. **Jury Duty**

1. If an employee is called to serve on jury duty, it is their responsibility to notify their supervisor.
2. A record of monies received from jury duty must be submitted to the Payroll Office. This amount will be deducted from the employee's regular pay. Mileage pay received should be listed separately and shall not be deducted from employee's regular pay.
3. If the employee is dismissed from jury duty during their regular working hours, they are expected to return to work.

B. **School Closings**

On days that schools are closed for inclement weather or other unscheduled reasons, building administrators are expected to report. If he/she is unable to report, coverage should be arranged for their office to handle phones and to assure students are not inadvertently dropped off. (See Article II.A.3)

C. **Employment of Immediate Family**

Immediate family of administrators, as defined in Board Policy, may be given equal consideration for employment in Forest Hills, in compliance with Board policy. If recommended for employment, an immediate family member of an administrator would not be employed in a position where the administrator had direct supervisory responsibility for the position in question.

D. **Policy Making/Provisions of Contract**

Only the Superintendent or his/her designee may issue policies regarding wages, hours and working conditions which are binding on the Board and then only if in writing and signed by the issuer.

NOTICE OF NONDISCRIMINATION POLICY

It is the policy of the Forest Hills Public School District that no person shall on the basis of race, age, color, or religion, national origin, sex or handicap, be excluded from participation including employment.

Any questions concerning Title IX of the Educational Amendments of 1972, exclusive of athletic issues, which prohibits discrimination on the basis of sex, or inquiries related to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap, should be directed to:

Mrs. Anne Edsenga ,
Assistant Superintendent of Human Resources
6590 Cascade Road, S.E.
Grand Rapids, Michigan 49546
Telephone: (616) 493-8805