

# FOREST HILLS PUBLIC SCHOOLS

## CHILD CARE & PRE-SCHOOL STAFF AGREEMENT

2013-2014 through 2014-2015

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

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	<u>Page(s)</u>
<b>Article V: Benefits</b>	
A. Vacation	16-17
B. Holidays	17
C. Insurance	
1.) Signing Up For Insurance	18
2) Medical Insurance	18
3) Dental Insurance	18
4) Vision Insurance	18
5) Cash Option in Lieu of Health Benefits	19
6) Life Insurance	19
7) Long-Term Disability (LTD)	19
8) Hold Harmless	19
9) Workers' Compensation Insurance	19
10) Flexile Investment Account	20
<b>Article VI: Vacancies, Transfers, Reassignment and Resignations</b>	
A. Vacancies	20
B. Transfers	20
C. Reassignment	20
D. Resignation	21
E. Job Descriptions	21
<b>Article VII: Hiring Procedures</b>	21
<b>Article VIII: Probationary Period</b>	22
<b>Article IX: Evaluation</b>	22-23
<b>Article X: Grievance Procedures</b>	23-24
<b>Article XI: Retirement</b>	24
<b>Article XII: Miscellaneous Provisions</b>	25
<b>Article XIII: Work Rules</b>	26-27

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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.

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## **PREFACE**

This Agreement, entered into on July 1, 2013 and extends through June 30, 2015, by and between the Forest Hills Board of Education and the Child Care and Pre-School Staff, covering the employment conditions, wages and fringe benefits for all Child Care and Pre-School Staff listed below:

Child Care Aide

Kindergarten Kids Care Instructor  
Kindergarten Kids Care Aide

On-Site Child Care Director

Pre-School Instructor  
Pre-School Aide

Spanish Immersion Pre-School Instructor  
Spanish Immersion Pre-School Aide

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## **ARTICLE I** **WAGES**

### **A. Wages**

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

#### **Grade**

A

#### **Classification**

Child Care Aide  
Kindergarten Kids Care Aide  
Pre-School Aide  
Spanish Immersion Pre-School Aide

C

Kindergarten Kids Care Instructor  
  
On-Site Child Care Director  
Pre-School Instructor  
Spanish Immersion Pre-School Instructor

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**B. Wage Schedule**

<b><u>Grade A</u></b>	<b><u>2013-14and 2014-15</u></b>
Step 0	\$10.20
Step 1	\$10.35
Step 2	\$10.53
Step 3	\$10.70
Step 4	\$10.87
Step 5	\$11.04
Step 6	\$11.22
Step 7	\$11.39
Step 8	\$11.58
Step 9	\$11.76
Step 10	\$11.94
Step 11	\$12.12
Step 12	\$12.32
Step 13	\$12.53
Step 14	\$12.71
Step 15	\$12.92
Step 16	\$13.12
Step 17	\$13.33
Step 18	\$13.55
Step 19	\$13.76

(Continued on next page)

**GRADE C****2013-14 and 2014-15**

Step 0	\$15.31
Step 1	\$15.57
Step 2	\$15.79
Step 3	\$16.04
Step 4	\$16.28
Step 5	\$16.51
Step 6	\$16.77
Step 7	\$17.02
Step 8	\$17.29
Step 9	\$17.53
Step 10	\$17.79
Step 11	\$18.07
Step 12	\$18.33
Step 13	\$18.63
Step 14	\$18.88
Step 15	\$19.18
Step 16	\$19.46
Step 17	\$19.75
Step 18	\$20.05
Step 19	\$20.36

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- C. **Longevity**  
Longevity is incorporated within the salary schedule.
- D. **Placement on the Salary Schedule**  
Placement on the salary schedule when moving from one job classification and grade to another is determined by experience and seniority.
- E. **Overtime**  
Overtime pay of one and one-half (1.5) times the regular rate shall be paid on actual time worked beyond the forty (40) hour work week in any one work week. A holiday shall be deemed as a day worked.

The number of hours worked beyond forty (40) hours, may be used as compensatory time, and shall be granted at one and one-half (1.5) times the hours worked, and shall be taken, whenever possible, during the two (2) week pay period in which it was earned. When not possible, based on the unique job responsibilities and work schedule, compensatory time may be applied to attend appointments or personal matters in which a flexible schedule is necessary during regularly scheduled work hours, or used on an employee's non-scheduled work days. Overtime and flex-time must be authorized by each employee's immediate supervisor prior to the employee working.

- F. **Training Wage**  
The State requires staff to acquire twelve (12) hours of training specific to their position on an annual basis to maintain site and staff licensing. The district will offer twelve (12) hours of training annually to staff. Staff members will be compensated at the training rate of \$9.63 per hour for the required twelve (12) hours.
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## ARTICLE II

### SENIORITY, LAYOFF AND RECALL

**A. Seniority**

1. Seniority for longevity purposes is defined as the length of continuous service with the Forest Hills Public Schools. Seniority, for layoff purposes, is defined as the length of continuous service of an employee within the job classifications covered by the Child Care and Pre-School Staff handbook, commencing with the first day of employment after the last date of hire. When an employee holds multiple assignments at different grades and/or steps, seniority will be based on the assignment with the most hours. An employee must work a minimum of one-half (.5) of their scheduled calendar year in order to be given credit for one (1) full year of seniority.
2. Seniority automatically terminates if an employee resigns, is discharged or fails to report to a position in the District upon the termination of a leave of absence.
3. Time away from the job on an approved leave of absence, including unpaid time or time an employee is on Workers' Compensation, will not be applied to the employee's seniority, but the employee will not lose seniority accrued up to the date of leave, except as noted above.
4. Seniority will be credited based on the total number of hours worked, not including overtime or subbing, and pro-rated by a tenth of one year, following the same breakdown in hours used by MSPERS to calculate retirement credit.

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

5. It is understood that when an individual moves from one job classification to another, they retain their total seniority with the district to determine vacation and longevity pay.
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**B. Layoff**

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

1. Probationary employees shall be laid off first when an employee who has acquired any seniority and whose position has been eliminated, is qualified to perform the services of the probationary employee within the same job classification.
2. In the event that the position of a seniority employee is eliminated, he/she shall have the opportunity to replace the least senior employee in the same grade classification or in a lower grade classification of employment provided he/she is deemed to have the qualifications, proficiency and efficiency of job performance, required special job skills and knowledge necessary to successfully handle the assignment.
3. When a more senior employee moves to a lower grade classification, pay will be adjusted accordingly to accurately reflect the pay level for that classification. The employee would retain step placement within the lower classification to reflect appropriate seniority based on the most recent date of hire in a position covered by the Child Care and Pre-School handbook.
4. For purposes of layoff and recall, grade classifications A and B will be combined.

**C. Recall**

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

### EMPLOYEE WORK SCHEDULE

#### **A. Hours of Work**

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

#### **B. Scheduled Work Calendar**

1. Employees will be informed of their work week schedule with beginning and ending dates approximately thirty (30) days prior to the start of the next school year. It is understood that there will be no extension of currently assigned work weeks without mutual consent of the employee involved, unless there is a significant change in the current school calendar. Work weeks listed is what is budgeted. If the total time is not needed, it is not mandatory that it be used.
  2. On-Site Child Care Directors and Kindergarten Kids Care instructors will receive compensation for four (4) additional hours prior to their work calendar to set up the classroom and four (4) additional hours at the end of their work calendar to close the classroom.
  3. On-Site Child Care Directors, Child Care aides and Kindergarten Kids Care Instructors and Kindergarten Kids Care aides will be required to work on all non-school days, delay days and snow days. A building rotation schedule will be established by the Schools Plus Office. Child Care Directors and Kindergarten Kids Care instructors are also required to work kindergarten round-up, school open house and breaks. To provide equitable instructional time for both a.m. and p.m. sessions, a schedule will be prepared at the beginning of each school year alternating student attendance for a.m. and p.m. Child Care staff/subs will be given first opportunity to work if additional staff is necessary. Disciplinary action shall be taken for employees refusing to work, when scheduled by the Schools Plus Office, on non-student instructional days and breaks.
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Pre-School and Spanish Immersion instructors and aides will not be required to work on the dates of non-school days. Employees will be paid at their hourly rate for attending the District-Wide orientation meeting on opening day and on other times during the school year when attendance is requested.

**C. School Delays**

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

**D. School Closings**

On days that schools are closed for unscheduled reasons, Pre-school and Spanish Immersion aides are not expected to work. Child Care Director, Child Care aides, Kindergarten Kids Care instructors and Kindergarten Kids Care aides are required to report to work. Employees will only be paid for the first three inclement weather days if they are required to work. Employees will be paid for the fourth and fifth days and will receive compensatory time-off if they are required to work. Additional days beyond what is allowable by the State for "Act of God" days will not be paid.

If school is closed during the day because of weather conditions or other Acts of God, employees will be allowed to leave immediately following the last student's departure.

**E. Summer Day Camp**

Positions will be posted for employment opportunities for the Summer Day Camp program. All qualified Child Care and Pre-School Staff who received satisfactory evaluations will be granted interviews for vacant positions.

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## ARTICLE IV

### LEAVES OF ABSENCE

#### A. Paid Leaves

##### 1. Sick Leave

- a. Sick leave will be paid at the employee's regular rate of pay.
- b. Following successful completion of the probationary period, one day of sick leave will be granted per month, equal to the number of hours worked per day. Up to ten (10) sick leave days per year will be granted.
- c. Sick leave may be used for personal illness, doctor appointments or illness of your immediate family.
- d. If an employee is going to be unavailable for work, he/she shall contact his/her supervisor at least two hours prior to the employee's established reporting time. If the employee is unable to reach his/her immediate supervisor, he/she is responsible for using the master substitute list to arrange for a substitute to be at the work site at the official starting time. A follow-up call must then be made to the immediate supervisor reporting your absence.
- e. The Assistant Superintendent for Human Resources may request a physician's statement if he/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 continue to maintain 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 the employee's immediate family member (spouse, son, daughter, parent, birth of a child, adoption of a child, or taking legal guardianship of a child.) The law does not provide for employee wages during such leave. Paid leave is granted only if sufficient accumulated sick days are available to cover the duration of the leave. Eligibility for FMLA is based on if an employee has been employed for at least one year and has worked at least 1,250 hours over the previous twelve (12) months. Employees are required to use their accumulated sick leave for an approved FMLA leave.
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Employees that currently take advantage of Board paid health benefits and qualify for FMLA, will continue to receive health benefits for twelve (12) weeks while on unpaid leave.

- b. Requests for leave for a serious health condition for an employee or the care of an immediate family member (as identified in a. above), with a serious medical condition, requires medical certification.
- c. The employer has the right to develop, approve and implement policies that comply with the Family and Medical Leave Act of 1993.

3. **Funeral Leave**

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

4. **Personal Leave**

- a. Personal leave may be used for business that cannot be conducted outside of the normal working hours. Requests for personal leave must be submitted to the supervisor three (3) work days in advance on the appropriate form. The immediate supervisor will send the Personal Business Request form to the Assistant Superintendent for Human Resources for final approval.
- b. Employees who work less than fifty-two (52) weeks will receive three (3) personal leave days per year based on their regular hours.
- c. Unused personal leave days will be added to sick leave the following year equal to the daily hours worked, or, if requested in writing prior to July 1, one unused personal leave day, equal to the average daily hours worked the previous year, may be carried over to the personal leave bank the following year.

5. **Jury Duty**

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

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

At the time of 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 pay check.

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

**B. Unpaid Leaves**

1. **Child Care Leave of Absence**

An unpaid child care leave of absence for up to one year will be granted under the following conditions:

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

2. **Illness/Accident**

If an employee has a medical emergency, which requires a long period of recuperation, the employee may request, in writing to the Assistant Superintendent for Human Resources, and accompanied by a physician's statement, an unpaid leave of absence for up to one year.

3. **Special Leave of Absence**

After five (5) years of employment with the District, an employee may request, in writing to the Assistant Superintendent for Human Resources, an unpaid leave of absence for up to one year. One year is defined up to one school year. Approval or denial of such special requests is the sole discretion of the Board.

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4. **Extension of Unpaid Leave of Absence**  
If an approved leave of absence must be extended for any reason, the employee must notify the Assistant Superintendent for Human Resources at least two (2) weeks in advance of the scheduled return date. The Board has the option of approving or denying such a request.

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

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

6. **Return to Employment from Unpaid Leave**  
Upon completion of leave, the employee will not be guaranteed to return to the same position. Employee will be offered another position for which he/she is qualified, if available. Non-acceptance of such a position shall terminate the Board's obligation to rehire. Written notification must be submitted no later than May 30 of each year verifying the employee's intentions for the upcoming school year. Non-submission of a written letter to the Assistant Superintendent for Human Resources by May 30 of each year, verifying the employee's intentions for the upcoming school year, will be deemed as admission of his/her resignation from the district.

## **ARTICLE V**

### **BENEFITS**

#### **A. 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.
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2. Employees hired after December 31, 2004 will not receive vacation days.
3. Employees hired December 31, 2004 or earlier will receive a week equal to five (5) work days of paid vacation for Spring break based on their current weekly hours and rate of pay. Child Care Directors, Kindergarten Kids Care instructors and aides that are required to work during Spring break, may use their vacation on other non-scheduled work days.
4. Requests for vacation must be submitted on the appropriate form two (2) weeks in advance and must be approved by the employee's supervisor.
5. Employees must use vacation time granted within the twelve (12) month time period unless a written request is submitted to the Assistant Superintendent for Human Resources requesting an extended use of those days for a six (6) month period. If said request is not received, those vacation days will be lost.
6. If an employee leaves the District, vacation time will be used prior to termination.

**B. Holidays**

1. The following holidays will be paid at the employee's regular hours and pay rate. If the holiday falls on a Saturday, the Friday preceding will be the designated holiday. If the holiday falls on a Sunday, the following Monday will be the designated holiday, or as determined by the District.
  - Labor Day
  - Thanksgiving and Day After Thanksgiving
  - Christmas Day
  - New Year's Day
  - Good Friday (on non-scheduled work days)
  - Memorial Day

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

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2. **Probationary Employees**

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

C. **Insurance**

1. **Signing Up for Insurance Coverage**

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 is over or during the open enrollment period each November. Coverage will be effective the 1<sup>st</sup> day of the following month, for employees completing their probationary status. Open Enrollment changes will be effective January 1.

2. **Medical Insurance**

The Board will provide medical insurance with Priority Health. The Board will pay up to the maximum cap allowed under the Michigan law.

Employees who work thirty-eight (38) weeks or more per year, but less than fifty-two (52) weeks, and work thirty (30) hours or more per week, will be eligible for single person coverage. The employee may purchase dependant medical coverage at the full additional premium cost. Monthly premiums will be payroll-deducted 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 payroll-deducted throughout the year.

3. **Dental Insurance**

Employees who work less than fifty-two (52) weeks are eligible to purchase dental coverage at the full premium cost. Premiums will be deducted from their pay throughout the year. Dental plan is through ADN Administrators, Inc.

In addition, the employee will be required to pay the full cost of increasing insurance coverage to a \$2000 annual maximum.

4. **Vision Insurance**

The Board will provide vision insurance with NVA (National Vision Administrators, LLC). Employees who work less than fifty-two (52) weeks are eligible to receive a single person policy with the employee paying 15% of the single subscriber premium through payroll deduction. Employees may purchase additional vision insurance for family coverage at full price through payroll deduction.

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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 \$3500. The cash option will be disbursed over twenty-four (24) pay periods. Cash in lieu will not be paid on the 3<sup>rd</sup> pay of the month.

6. **Life Insurance**

Employees who work thirty-eight (38) weeks or more per year and work thirty (30) or more hours per week will receive a \$20,000 AD & D term life insurance policy.

7. **Long-Term Disability (LTD)**

Employees who work thirty-eight (38) weeks or more and thirty (30) or more hours a week, may purchase long-term disability insurance 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 (\$1,00,000,000), 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.
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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 participations 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 listed below.

- Medical expenses \$2,500.00
- 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 the nineteen (19) pay deduction period. For 2013-14 The Flex Plan will run October – December and then a new Flex Plan will be initiated that will run January – December.

## **ARTICLE VI**

### **VACANCIES, TRANSFERS, REASSIGNMENT AND RESIGNATION**

**A. Vacancies**

When positions become available, a vacancy notice shall be posted within the District for five (5) days before the position may be filled.

**B. Transfers**

An employee interested in a transfer to a vacant position in the District should submit his/her request, in writing, to the Assistant Superintendent for Human Resources.

**C. Reassignment**

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

Unrequested transfers will be minimized and avoided whenever possible.

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**D. Resignation**

If an employee wishes to resign from his/her position, he/she should inform the Assistant Superintendent for Human Resources, in writing, at least two (2) weeks in advance.

**E. Job Descriptions**

Each position shall have a written job description provided by the Human Resource 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.

**ARTICLE VII**

**HIRING PROCEDURES**

- A.** When deemed appropriate by the District, personal interviews will be conducted by the Child Care Program Coordinators and/or the building principals for candidates considered by the District to possess the qualifications for the vacant position.
- B.** A candidate will be employed only for the position currently vacant and for which they applied without anticipation of the candidate's part of a future position with the District or anticipation of a transfer. Criteria for hiring will be based upon the candidate's skills, suitability, experience and qualifications for the specific vacancy based on the job description.
- C.** New employees will undergo two days of mandatory orientation in their position. Child Care Directors and Child Care Aides are required to have a medical check-up and TB test upon initial employment, and CPR training every two years for Directors, and at the discretion of the program coordinators, for aides. First Aid training is required every three years for Directors and at the discretion of program coordinators for aides. Staff will be required to be fingerprinted and receive FIA clearance, as well as sign appropriate abuse and neglect forms.
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## **ARTICLE VIII**

### **PROBATIONARY PERIOD**

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

## **ARTICLE IX**

### **EVALUATION**

#### **Evaluation Process and Timelines**

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

## **ARTICLE X**

### **GRIEVANCE PROCEDURES**

If a problem of misunderstanding arises between the employee and his/her supervisor, or if an employee has complaints or feels that there has been a misinterpretation or misapplication of any of the conditions of his/her employment, the problem is to be resolved in the following manner.

1. Employees are encouraged to contact their Child Care or Pre-School representative for clarification of potential violation of this Agreement.
  2. The problem is to be discussed between the employee and the supervisor.
  3. If the problem is not resolved to the employee's satisfaction, he/she may, within ten (10) work days, submit the concerns in writing to the Assistant Superintendent for Human Resources.
  4. Within ten (10) work days of receipt of the letter, the Assistant Superintendent for Human Resources will meet with the employee and Child Care or Pre-School representative, if the employee so desires, to discuss the situation.
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5. The Assistant Superintendent for Human Resources will respond to such concerns, in writing, within ten (10) work days of the meeting, with copies sent to both the employee and the supervisor.
6. If an employee still believes that the problem has not been satisfactorily resolved, he/she may appeal, in writing, to the Superintendent.
7. The Superintendent will meet informally with the employee and Child Care or Pre-School representative, if employee so desires, and with the supervisor and Assistant Superintendent for Human Resources, if deemed necessary, in an attempt to resolve the problem. The decision of the Superintendent shall be final and binding on the parties.

## **ARTICLE XI**

### **RETIREMENT**

- A. Membership in the Member Investment Plan (MIP) of the Michigan Public School Employee Retirement System (MPERS) is required of all employees hired after December, 1989. Prior to that date, employees had a choice between the Basic and the MIP retirement plan.
  - B. In addition to the employee contribution, the Board of Education contributes an additional percentage as required by the State of the gross wages of all employees to the retirement fund.
  - C. To be eligible for retirement, an employee must have ten (10) years of service With Forest Hills Public Schools (and/or other public schools in Michigan). The ten (10) years of service is based on six (6) hours per day or 1,020 hours per school year, which equals a full year. Further explanation of the retirement plan can be found in your booklet, "An Introduction to Your Retirement Plan" or contact the Payroll Office.
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## ARTICLE XII

### MISCELLANEOUS PROVISIONS

- A. Only the Superintendent or the Assistant Superintendent for Human Resources may issue policies concerning wages, hours and working conditions which are binding on the Board and then only if in writing, and signed by the issuer.
  - B. Board payment for insurance protection shall terminate when the employee is terminated, laid off, on workers' compensation or when the employee is on a leave of absence without pay.
  - C. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as in all matters concerning benefits, eligibility and termination of coverage and other such matters.
  - D. The Board, by payment of the premium required to provide the coverage set forth herein, shall be relieved from all liability with respect to benefits provided by the insurance company. Failure of the carrier to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board, nor shall such failure be considered a breach of any obligation by the Board.
  - E. **Conclusion**  
Prior to revisions, additions or changes in any section of the Child Care and Pre-School Staff Agreement relating to employee benefits or work conditions, the change is to be presented, in writing to the non-affiliated Child Care and Pre-School representatives operating by the guidelines of the Agreement for approval.
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## **ARTICLE XIII 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 prescribed by the criminal statutes.
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**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 XIV**

**DURATION**

This Agreement shall be in effect from July 1, 2011 to June 30, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the dates indicated.

**FOR THE BOARD:**

  
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Christine Annese, Chief Negotiator

DATE: 1/16/14

**FOR THE CORE GROUP:**

  
\_\_\_\_\_  
Kim Wilder, Representative

DATE: 1/15/2014

  
\_\_\_\_\_  
Judy Gritter, Representative

DATE: 1.16.14

*Adopted by the Board of Education on June 28, 2013*