

MASTER AGREEMENT

Between

**FOREST HILLS PUBLIC SCHOOLS
BOARD OF EDUCATION**

and

FOREST HILLS CHILD CARE & PRESCHOOL EMPLOYEES

2023-25



Mr. Daniel Behm, Superintendent
Forest Hills Public Schools
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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 (including pregnancy, gender identity, or sexual orientation), religion, age, disability, genetic information, or any other protected status in its employment decision or the provision of services.

PREFACE

This agreement, entered into on July 1, 2023 and extends through June 30, 2025 by and between the Forest Hills Board of Education and the Child Care and Preschool Staff, covering the employment conditions, wages and fringe benefits for all Child Care and Preschool Staff listed below.

Child Care Aide
Onsite Child Care Director
Preschool Instructor
Preschool Aide
Spanish Immersion Preschool Instructor
Spanish Immersion Preschool Aide

ARTICLE I: WAGES

A. Wages

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

<u>Grade</u>	<u>Classification</u>
A	Child Care Aide
	Preschool Aide
	Spanish Immersion Preschool Aide
C	Onsite Child Care Director
	Preschool Instructor
	Spanish Immersion Preschool Instructor

It is the obligation of the employee to check their wages and benefits to ensure that they are being compensated appropriately. Any errors that are discovered, whether in favor of the employee or the district, will be corrected within the current fiscal year. Adjustments prior to July 1 of the current fiscal year will not be made.

B. Wage Schedule

For the 2023-24 school year, there will be a 3% increase to the wage schedule for Grade A and Grade C employees. A step will be provided for both Grade A and Grade C employees.

For the 2024-25 school year, the contract will be reopened to negotiate wages only.

GRADE A	
Step	2023-24
1	14.37
2	14.57
3	14.79
4	15.04
5	15.23
6	15.46
7	15.68
8	15.90
9	16.17
10	16.40

GRADE C	
Step	2023-24
1	19.98
2	20.29
3	20.60
4	20.94
5	21.21
6	21.55
7	21.86
8	22.19
9	22.52
10	22.87

C. Longevity

In December of each year, employees on the new step 10 will receive a \$300 longevity payment.

D. Placement on the Salary Schedule

Placement on the salary schedule when moving from one job classification and grade to another is determined by administration.

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 for the purposes of overtime calculation.

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

F. Training Wage

The State requires staff to acquire sixteen (16) hours of training specific to their position on an annual basis to maintain site and staff licensing. The district will offer sixteen (16) hours of training annually to staff. Staff members will be compensated at the training rate of \$12.00 per hour for the required sixteen (16) hours.

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 Preschool Staff handbook, commencing with the first day of employment after the last date of hire. When an employee holds multiple assignments in Child Care at different grades and/or steps, seniority will be based on the assignment with the most hours.
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 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 move from one job classification to another, they retain their total seniority with the district to determine vacation and longevity pay.

B. Layoff

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

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

C. Recall

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

ARTICLE III: EMPLOYEE WORK SCHEDULE

A. Hours of Work

1. Employees who more than four (4) consecutive hours per day will be given an unpaid half-hour (.5) lunch period per day.

B. Scheduled Work Calendar

1. 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 calendar.
2. Onsite Child Care Directors will receive compensation for a maximum of six (6) additional hours, if needed, prior to their work calendar to set up the classroom and a maximum of six (6) additional hours at the end of their work calendar, if needed, to close the classroom.
3. Onsite Child Care Directors and Child Care aides may be required to work on non-school days, delay days, and snow days. A building rotation schedule will be established by the Child Care Office. Child Care staff are also required to work Kindergarten round-up, school open house and breaks upon request. To provide equitable instruction 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 the a.m. and p.m. Child Care staff/subs will be given first opportunity to work if additional staff is necessary. Disciplinary action may be taken for employees refusing to work, when scheduled by the Child Care Office, on non-student instructional days and breaks.

Preschool and Spanish Immersion instructors and aides will not be required to work on non-school days. Employees will be paid at their hourly rate for other times during the

school year when attendance is requested.

C. School Delays

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

D. School Closings

On days that schools are closed for unscheduled reasons, Preschool and Spanish Immersion aides are not expected to work. Child Care Directors and Child Care aides may be required to report to work. In the event that the Superintendent deems the weather situation to be severe enough that the entire district is closed and employees are notified to stay home, all employees will be paid for their regularly scheduled hours for the day.

E. Summer Day Camp

Positions will be posted for employment opportunities for the Summer Day Camp Program. All qualified Child Care and Preschool Staff who received satisfactory evaluations will be considered for vacant positions.

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 and banks accumulated during the school year may be used during the summer program for necessary sick time.

2. Family and Medical Leave Act (FMLA)

- a. The District will continue to maintain health benefits for approved 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 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 or vacation days are available to cover a portion or the full 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.

Employees that are currently enrolled in Board paid health benefits and qualify for FMLA will continue to receive health benefits for twelve (12) weeks while on leave.

- b. Requests for leave for a serious health condition for an employee or 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 five (5) 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 whom you have legal guardianship, or a 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.

- 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. Mileage pay should be reported separately and will be refunded to the employee.
- c. If the employee is dismissed from jury duty during his/her regular working hours, he/she is expected to report to work.

6. Sick Leave Payment Upon Retirement

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

50 days (300 hours)	\$ 600
67 days (400 hours)	\$ 850
83 days (500 hours)	\$ 1,100
100 days (600 hours)	\$ 1,350
115 days or more (690+hours)	\$ 1,600

7. Sick Leave Donations

A request for sick leave donations can be submitted by an employee once per school year if all of his/her accumulated leave days, including days credited for the current year, are exhausted. Sick leave donation requests should be submitted to Human Resources. A maximum of three (3) sick days may be donated per school year by another employee that is covered under this Agreement. The maximum number of donated sick leave days that an employee is eligible to receive is no more than fifteen (15) days per fiscal year. No sick leave donations may be utilized while an employee is being paid benefits under the Workers' Compensation Act.

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.

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 Assistant Superintendent for Human Resources.

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 Assistant Superintendent of Human Resources has the option of approving or denying such a request.

5. Fringe Benefits While On 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 commencement of the unpaid leave of absence. It is the employee's responsibility to complete necessary paperwork in the Human Resources Office to reinstate fringe benefits and insurance upon return from an unpaid leave.

6. Return to Employment from Unpaid Leave

An employee is not guaranteed to return to his/her same position upon completion of a leave of absence. If his/her previous position is no longer available, the employee will be offered another position for which he/she is qualified for and is available. Non-acceptance

of such a position shall terminate the Board's obligation to rehire. Written notification must be submitted no later than April 15 of each school 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 April 15 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 hired after December 31, 2004 will not receive vacation days.
2. 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 that are required to work during Spring Break, may use their vacation on other non-scheduled work days.
3. Requests for vacation must be submitted on the appropriate form two (2) weeks in advance and must be approved by the employee's supervisor.
4. 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.
5. If an employee leaves the District, vacation time will be used **or paid** prior to termination.
6. All vacation and personal banks must be exhausted prior to requesting unpaid time off. There is no obligation on the part of the district to approve unpaid time and those employees who have vacation and/or personal time remaining in their banks will be given priority for time off.

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 Eve
Christmas Day
New Year's Eve

New Year's Day
Good Friday (on non-scheduled work days)
Memorial Day

2. Holiday Pay shall not be granted to an employee during their probationary period. After the successful completion of their probationary period, employees are considered regular employees and will be granted all benefits outlined in the agreement.

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 1st 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 for eligible employees. Employees may work in other district positions to meet the minimum hours requirement for insurance eligibility.

Eligible Employees – Single Subscriber Coverage

- Regularly scheduled hours average 30-34.99 per week
- The district will pay the statutory hard cap
- Employees will pay their portion of costs through payroll deduction
- Employees may purchase two-person or full-family coverage at their expense

Eligible Employees – Single and Two-person Coverage

- Regularly scheduled hours average 35-39.99 hours or more per week
- The district will pay the statutory hard cap of the coverage level selected by the employee
- Employees will pay their portion of costs through payroll deduction
- Employees may purchase full-family coverage at their expense

Eligible Employees – Single, Two-person, and Full Family Coverage

- Regularly scheduled hours average 40 hours per week
- The district will pay the statutory hard cap of the coverage level selected by the employee
- Employees will pay their portion of costs through payroll deduction

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.

4. Vision Insurance

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

5. Cash in Lieu of Medical Benefits

In lieu of subscribing to the Board provided health, dental, and vision insurance, an employee who works at least thirty (30) hours a week and at least thirty-eight weeks per year may select the cash in lieu option. The cash in lieu option is \$3,500. The cash option will be disbursed over twenty-four (24) pay periods. Cash in lieu will not be paid on the 3rd pay of the month.

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 \$25,000 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 (\$1,000,000), subject to carrier requirements and restrictions.

9. Worker's Compensation Insurance

- a. The Board will provide Workers' Compensation insurance.
- b. Employee must report job-related injuries to the Human Resources Office within twenty-four (24) hours through completion and submission of the appropriate form.
- c. In cases where the employee is paid benefits under the Workers' Compensation Act,

the employee may request deductions on a pro-rata basis from the sick leave accumulation to ensure no difference between the employee's regular straight time wages to Workers' Compensation benefits and the actual benefits paid under the provisions of the said Workers' Compensation benefits, or until such time that the employee's sick leave is exhausted. Employee is responsible for their MIP contribution on reportable Worker's Compensation payments.

10. Flexible Spending Accounts

Employees may elect to establish a flexible spending account through their benefit election form during open enrollment. Flexible spending accounts allow participants to use pre-tax dollars for out-of-pocket medical expenses, dependent care expenses and employer sponsored medical-related insurance premiums. It is the employee's responsibility to submit claims directly to the flex spending administrator for processing their reimbursements. An employee may elect any amount up to the current IRS maximum limit.

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. The Flex Plan 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 and to the Child Care Supervisor.

C. Reassignment

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

Unrequested transfers will be minimized and avoided whenever possible.

D. Resignation

If an employee wishes to resign from his/her position, he/she should inform the Assistant Superintendent for Human Resources and the Child Care Supervisor, 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 Supervisor for the 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 on 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. All applicable employees are required to have a TB test upon initial employment, and Directors are required to have CPR training every two years. At the discretion of the Child Care Directors, aides will be required to have CPR training. First Aid training is required every three years for Directors and at the discretion of Child Care Directors for aides. Staff will be required to be fingerprinted, receive Central Registry clearance, and sign appropriate abuse and neglect forms.

ARTICLE VIII: PROBATIONARY PERIOD

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

holiday pay, vacation pay, personal days, and sick days.

- D. It is the responsibility of the employee to sign up for insurance coverage at the Human Resources Office within thirty (30) days after the probationary period.

ARTICLE IX: EVALUATION

A. Evaluation Process and Timelines

1. Employees will be evaluated on an annual basis. If an employee receives an unsatisfactory evaluation, the employee may face disciplinary action up to and including discharge. Evaluations may be conducted more frequently, if requested by an employee, administrator or supervisor.
2. All child care staff members who work directly with children are required to be trained in first aid and pediatric, child, and adult cardiopulmonary resuscitation (CPR) within 90 days of being hired.
3. 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.
4. 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 employees.
5. 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.
6. 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.
7. 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 of any of the conditions

of his/her employment, the problem is to be resolved in the following manner.

- A.** Employees are encouraged to contact their Child Care or Preschool representative for clarification of potential violations of this Agreement.
- B.** The problem is to be discussed between the employee(s) and the supervisor.
- C.** 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.
- D.** 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 Preschool representative, if the employee so desires, to discuss the situation.
- E.** The Assistant Superintendent for Human Resources will respond to such concerns, in writing, within ten (10) work days of meeting, with copies sent to both the employee and the supervisor.
- F.** If the employee still believes that the problem has not been satisfactory resolved, he/she may appeal, in writing, to the Superintendent.
- G.** The Superintendent will meet informally with the employee and Child Care or Preschool 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 Michigan Public School Employee Retirement System (MPERS) is required of all employees.
- 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 www.michigan.gov/orsschools/ or by contacting the Payroll Office.

ARTICLE XII: MISCELLANEOUS PROVISIONS

- A.** 6.5 hour staff who wish to work 8 hours per day will be offered 1.5 hours per day of work as a cleaner in the building to which they are assigned.
- B.** 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.
- C.** 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.
- D.** 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.
- E.** The Board, by payment of the premium required to provide the coverage set forth herein, shall be relived 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 failure be considered a breach of any obligation by the Board.

ARTICLE XIII: WORK RULES

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 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 him/her 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, distribute, 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, harassing, coercing or interfering with 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 of 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.
17. Violation of safety rules or board policies.

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 the 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 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, and collecting of funds or distribution of literature in work areas during employee's on-duty time.
 11. 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.
 12. Failure to report injuries or accidents to the employee's immediate supervisor.
 13. Violation of common sense health and sanitation rules, including maintenance of personal hygiene.
 14. Discourtesy to other employees, supervisors or visitors to the building.
 15. Smoking is prohibited on school property during work hours and at any school- related event during the day, evening or weekend.
 16. Gambling or taking part in any game of chance on Board premises.
 17. Dress or grooming that disrupts the school setting.
 18. Unsatisfactory work performance.
 19. 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, 2023 to June 30, 2025. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the dates indicated.

FOR THE BOARD:



Christine Annese, Chief Negotiator

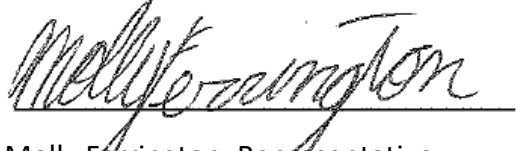
Date:



Julie Davis, Chief Negotiator

Date:

FOR THE CORE GROUP CHILDCARE:



Molly Ferrington, Representative

Date: 7/27/23



Charlotte Christensen, Representative

Date: 7/27/23

Adopted by the Board of Education on June 28, 2023.