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6/30/97



MASTER AGREEMENT

Between

BOARD OF EDUCATION

FOREST HILLS PUBLIC SCHOOLS

and

FOREST HILLS SUPPORT ASSOCIATION
(KCEA, MEA, NEA)

July 1, 1994 - June 30, 1997

Forest Hills Public Schools
6590 Cascade Road, S.E.
Grand Rapids, Michigan 49546
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LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Forest Hills Public Schools

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AGREEMENT

This Agreement is entered into this 1st day of July, 1994, by and between the Board of Education of the Forest Hills Public Schools, Kent County, Michigan, hereinafter called the "Board" and the Kent County Education Association through its local affiliate, the Forest Hills Support Staff Association/MEA, hereinafter called the "Association"; and said Agreement shall remain in effect until June 30, 1997.

This Agreement constitutes, in written form, the sole and entire existing agreement between the parties in respect to rates of pay, wages, hours of employment and other conditions of employment which shall prevail during the term of this Agreement. It supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon the Board and the Association. It is further understood and agreed that only the superintendent or designee 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. This contract is subject to amendment, alterations or additions only by a subsequent written agreement between and executed by the association and the Board. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Board shall deal with all matters not expressly covered by this contract through exercise of its management rights without prior negotiations during the life of this Agreement.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all full and part time school year food service employees and for all full time and regular part-time custodial/maintenance employees of Forest Hills Public Schools, including head custodians, maintenance employees, groundsmen, bus mechanics, mechanics helper, painter and telephone technician and mail courier; excluding supervisory employees, instructional employees, executives, all other employees, students, and substitutes. The term "employee" when used hereinafter in the Agreement shall refer to all custodial and food service bargaining unit members represented by the Association.

ARTICLE II

ASSOCIATION RIGHTS AND MEMBERSHIP

- A. The parties specifically recognize that each has the right to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public Agency.
- B. The Association and its members shall have the right to schedule the use of the school building facilities for the Association meetings without priority and subject to approval of the Board. After notification of intent has been given to the principal, the Association may post Association notices in any lounge.
- C. Agency Shop
1. All present employees covered by this Agreement shall be required to pay Association dues or the amount of dues established as required by law (prior year) to the Forest Hills Educational Foundation.
 2. All employees hired hereafter shall be required to pay Association dues or the amount of dues established as required by law (prior year) to the Forest Hills Educational Foundation upon completion of their probationary period of sixty (60) workdays. The district shall notify the Association Treasurer of new hires within ten (10) workdays after the completion of the probationary period.

D. Released Time

1. An employee scheduled for work during the time of an Association meeting will be released for no longer than sixty (60) minutes upon advance notification of the supervisor. Such released time will be made up at the discretion of the Board.
2. The Board will release with pay, with prior written approval of the assistant superintendent for personnel, an Association representative(s) from his/her assigned duties to help process grievances or other issues when it is mutually advantageous for the Board and Association to work together.
3. The Board agrees to grant up to eight (8) Association days for the use of the Association officers and delegates to attend functions relative to the performance of their position within the Association. The local president shall monitor these days and make all requests no less than one (1) week prior to their expected usage.

E. The Board agrees to provide a contract to each member of the bargaining unit plus ten (10) extra copies to the Association.

F. Use of Facilities

1. The Association with prior written approval from the assistant superintendent of personnel, may schedule with the appropriate administrator, the school building facilities for Association meetings. The Association with prior written approval of the director of operations, may have use of bulletin boards in the food service and custodial work rooms in the District school buildings.
2. The Association shall have the right to make reasonable use of telephone facilities and the internal school mail service. The use of school duplicating equipment for Association business will be permitted when done by Association officers outside of work hours and following the guidelines in the particular building where the equipment is used. The Association may be expected to reimburse the costs for such duplicating services.

ARTICLE III

BOARD RIGHTS

- A. The Board, on its behalf, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of Michigan and of the United States. These rights shall be exercised with the Association and shall be limited only to the specific and express terms of this Agreement. Such rights shall include, without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the employer and its properties and facilities and the activities of its employees.
 2. To manage and direct the working forces, including the right to hire, promote, suspend, discharge and demote employees, transfer employees, assign work, subcontract, determine the size of the work force and to lay off employees.
 3. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including the institution of new and/or improved methods or changes therein.
 4. To adopt rules and regulations, specifically work rules which shall be adhered to.
 5. To determine the qualifications of employees and number, including physical qualifications and conditions.
 6. To determine the number and location of its facilities, including the establishment or relocations of new buildings, departments, divisions or subdivisions, buildings or other facilities.
 7. To determine all financial and educational policies.
 8. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

ARTICLE IV
EMPLOYEE RIGHTS

- A. The Board shall not discharge or discipline any employee without just cause and discipline shall be in accordance of written work rules. No prior discipline or warning need be imposed on any employee before s/he is discharged or disciplined if the misconduct is so aggravated, in the opinion of the employer, as to require immediate discharge or the cause of discharge or discipline is dishonesty, drunkenness, recklessness, gross negligence, being under the influence of drugs or intoxicating beverages while on duty or the violation of the employer's posted rules. Discharge or discipline must be by proper written notice and any employee may request an investigation as to the Board's discharge or discipline and should such investigation prove that the employee was without fault, such employee shall be reinstated with prior seniority and compensated for time such employee has been out of work, however, if the employee is found to be with fault, the penalty shall stand unchanged. Appeal for discharge or discipline must be taken within twenty-four (24) hours by written grievance.
- B. Evaluation
1. All monitoring and evaluation of the employee shall be conducted openly. Employees not on probation will be evaluated at least every other year, unless s/he receives an unsatisfactory evaluation in which case, s/he will be evaluated the following year. The director of operations or designee will determine the initial rotation to begin biennial evaluations. Employees may be evaluated more frequently at the discretion of the administration. The administration shall be responsible for conducting all custodial evaluations with input from the head custodian. The food service supervisor will be responsible for conducting all food service evaluations with input from the building principal.
 - a. The director of operations or designee will review all evaluations and provide input if needed.
 - b. If there are areas in the employee's performance which are not satisfactory, the supervisor will bring them to the attention of the employee. If the employee does not improve his/her performance, s/he will be discharged.

- c. Evaluations are made to assist the employee to improve his/her work techniques and skills, if necessary. Where areas of improvement are indicated, an improvement program will be implemented with the employee and his/her supervisor under the direction of the director of operations. In such cases, evaluations will be conducted more frequently than normal.
 2. Such employee shall have the right, with proper advance notice, to review the material prepared for their file by the District, excluding pre-employment information and other material judged confidential by the Board. A representative of the Association may be requested to accompany the employee in such review.
- C. An employee in this bargaining unit may ask the president of the Association or designee of the president, to accompany and/or represent him/her in all disciplinary matters.

ARTICLE V

CONDITIONS OF EMPLOYMENT

A. New Employee Procedures

1. Employee candidates, at the Board's option, may be required to take a pre-employment physical examination at the Board's designated medical health clinic with the Board paying for the exam.
2. Upon notification of employment, it is the candidate's responsibility to fill out all employment and fringe benefit forms at the personnel office.

B. Probationary Period

1. A new employee shall be on probation for sixty (60) workdays (twelve week period). The probationary period may be decreased or increased up to a period not to exceed a total of ninety (90) days on the recommendation of the supervisor of buildings and grounds or supervisor of food service. The purpose of the probationary period is to provide the Board with the opportunity to determine if the employee has the ability and other attributes to qualify him/her for regular employment status.

2. During the probationary period, fringe benefits will not be in effect and the employee may be dismissed at the sole discretion of the Board. Evaluations will be made during this period and will be sent to the director of operations for review before the employee moves to regular employment status.
3. Upon completion of the probationary period, the employee's name shall be added to the seniority list retroactive to the employee's most recent date of hire (when s/he first reported to work). Upon completion of the probationary period, it will be the responsibility of the employee to fill out the necessary forms at the personnel office for all fringe benefits provided in this Agreement.
4. Newly hired food service employees will receive a minimum of four (4) hours training and newly hired food service substitutes a minimum of two (2) hours training, at the discretion of the food service supervisor. Newly hired food service personnel may be scheduled to work prior to their training period during emergency situations as determined by the food service supervisor.

C. Hours of Work

1. Daily hours for food service employees will be assigned by the food service supervisor. Daily hours for custodial/maintenance employees will be assigned by the supervisor of buildings and grounds and/or principal for each position at the time of employment. The normal working hours for custodial/maintenance employees shall be eight (8) hours per day, five (5) days per week, Monday through Friday. Custodial/maintenance employees assigned to work at the Community and Aquatic Center on a regular basis will be scheduled on rotating five (5) day schedules, including Saturday as normal work days.
2. Each full time, eight (8) hour per day employee will be permitted a total of one-half (30 minute) hour lunch period per day. All employees will be permitted a fifteen (15) minute break for each four (4) hour block of time. Food service employees will be allowed one (1) lunch per day.
3. Each employee shall be responsible for accurately filling out their own time sheet or punching their own time card, whichever is appropriate.

4. a. Overtime pay of one and one-half (1.5) times the regular hourly rate shall be paid on actual time worked beyond the forty (40) hour work week. (A holiday will be deemed to be a day worked and these eight (8) hours will be figured in as actual time worked.)
 - b. Food service catering will be paid at the regular rate of pay with overtime pay of one and one half (1.5) paid for any time worked beyond eight (8) hours per day.
 - c. Overtime pay of one and one half (1.5) will be paid for all hours worked on Sunday.
 - d. Time and one half (1.5) will be paid for all hours worked on holidays if requested to do so by the administration.
 - (1) Employees who are interested in overtime will need to submit their names on a yearly basis, during July, to the supervisor of buildings and grounds.
 - (2) A list of employees wanting overtime will be maintained by building.
 - (3) Overtime will be rotated when, in the sole discretion of the administration, rotation does not effect the quality of service being rendered.
5. Food service employees will be paid to attend required meetings. A minimum of one hour of pay will be guaranteed.
 6. If an employee is requested to report to work for an emergency, then a minimum of three (3) hours will be reported as time worked.
 7. Custodial/maintenance employees who are assigned to work fifty-two (52) weeks per year and forty (40) hours per week will be termed 52-week full-time employees. Food service employees who are assigned for thirty-eight (38) weeks and thirty (30) hours per week or more will be termed full-time school year employees.

D. Work Materials

1. The Board will reimburse the employee for the cost of courses and/or workshops recommended by the Board and taken by the employee to improve performance. Such reimbursable expenses must be approved in advance by the administration.

2. The Board will provide an annual reimbursement of \$300 to all bus mechanic personnel and \$250 for all maintenance personnel for the use and replacement of personal tools and equipment used on the job.
3. It is the responsibility of each employee to meet and maintain the qualifications, as well as a license if a license is required, in a specific job description.
4. As long as the Board requires uniforms to be worn by employees covered by this Agreement, the Board will provide the uniforms as follows:
 - a. Non-probationary staff members during their first year will be provided three (3) uniforms (shirts/pants) for custodial/maintenance employees and food service van driver; three (3) smocks for food service employees.
 - b. Each year thereafter, five (5) pieces (pants and/or tops) for custodial/maintenance employees and food service van driver and two (2) smocks for food service employees.
 - c. A rental uniform service will be provided in lieu of purchased uniforms for bus mechanics, grounds and maintenance personnel.
(see addendum for letter regarding summer dress)

E. School Closings

On days that schools are closed for unscheduled reasons, custodial/maintenance employees are expected to work unless notified otherwise by the administration. Food service employees are not expected to work unless notified otherwise by the administration. Food service employees will be paid at their regular rate for the number of days allowed by law. Additional days will not be paid. Compensation for custodial/maintenance employees will be determined as follows:

1. If the school day(s) missed are not going to be rescheduled, employees who report to work will be given compensatory time off for actual hours worked.
 2. If the school day(s) missed are rescheduled, employees who do not report for work on days schools are closed will not be paid unless personal leave/vacation time is authorized.
- F. Fifty-two (52) week custodial/maintenance employees who regularly work less than full time will have their benefits, insurances and leave time prorated on the basis of the average weekly hours worked. Food service employees who work less than thirty (30) hours per week are not eligible for Board provided health care benefits.
- G. When mechanics are asked to drive a bus in an emergency situation, they will be paid \$5.00 per run and every effort will be made to give the mechanic the shortest run available.

ARTICLE VI

VACANCIES, TRANSFERS AND PROMOTIONS

A. Vacancies

A vacancy shall be considered to be an open position created by retirement, resignation, termination or a newly created position in the unit, and if, in the determination of the Board, it is to be filled, it will be posted within sixty (60) workdays of the opening. All vacancies shall be posted in a conspicuous place in each building of the District at least five (5) workdays before the vacancy is advertised publicly or filled permanently. Postings shall contain a job description, the work location and the hours expected to be worked. A copy of all District postings shall also be forwarded to the Association's local president.

B. Transfers Within Unit

1. Whenever an employee is interested in being considered for a vacancy or an assignment, s/he shall file a written statement of interest within the time limits of the posting with the assistant superintendent for personnel.

2. Vacancies will be filled with the most qualified applicant in the judgment of the Board. Seniority will be considered when applying within the same pay classification, as will prior work experience, prior work record, job knowledge and interpersonal skills.
3. Each employee who is moved to a new position will be considered to be under a probationary period for no longer than thirty (30) workdays in the new position. If the employee's performance is not satisfactory, s/he shall be returned to a position similar to the employee's original position.
4. It is the Board's intent to grant transfers to vacancies posted among present employees first, provided there are candidates who are qualified in the sole judgment of the Board.

C. Promotions Within Unit

1. Any employee requesting a transfer or assignment to a position in a higher classification or supervisory position may be required to participate in interviews, tests and provide appropriate recommendations according to the position vacant.
2. The Board reserves the right to final determination of the selected candidate, however, it is the Board's intent to fill said position from within the District if at all possible before seeking outside candidates for the position.

D. Involuntary Transfers and Temporary Assignments

1. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible.
2. Employees who are temporarily transferred to another position will have their hourly rate adjusted upward after five (5) workdays. In no case will pay be adjusted to a lower rate on temporary transfers.
3. Permanent transfers will result in an immediate higher wage rate if the new job classification has a higher wage schedule. If transferred to a lower classification, the employee will be moved to the lower pay schedule at the end of the fiscal year, June 30.

ARTICLE VII

SENIORITY, LAYOFF AND RECALL

A. Seniority Definition

1. Seniority shall be defined as the length of continuous service in the bargaining unit with the District since the employee's most recent date of hire in a bargaining unit permanent position.
2. Seniority will not accrue while the employee is on an unpaid leave of absence or layoff, nor will it accrue beyond ninety (90) workdays if an employee is on Workers' Compensation, however, none of these shall be considered a break in "continuous service".

B. Seniority List Within Unit

1. A seniority list shall be updated and posted upon written request of the president of the Association for all bargaining unit members establishing the effective, as well as any corrected, date of employee's most recent date of hire. An employee's standing on the published list will be final unless protested, in writing, to the personnel office not later than thirty (30) calendar days after the list has been posted.
2. Employees hired the same day will be listed alphabetically by surname, provided, that no employee may advance on the seniority list by name change.

C. Loss of Seniority Within Unit

1. The employee retires, quits or is discharged.
2. The employee is absent from work for two (2) consecutive workdays without notifying the immediate supervisor of the reason for the absence.
3. The employee does not return from layoff status within ten (10) workdays from the date of recall providing the person is currently employed elsewhere.

D. Layoff Within Unit

Layoff shall be defined as a reduction in work force. In the event the Board, at its discretion, determines that a layoff is necessary, it shall:

1. Meet with the Association to see if any member(s) of the unit is/are interested in reducing their normal eight (8) hour daily work shift. If positions are "job shared" it must be agreed to by both the Board and the Association.
2. Request volunteers in manner deemed appropriate by the Board.
3. Layoff probationary employees providing current employees are qualified for the position.
4. If additional layoffs are required, employees will be laid off in reverse order of seniority providing, in the sole judgment of the Board, another employee with more seniority has the skill and ability to perform the laid off employee's job function as determined by the job description. Within the same job classification, seniority will always prevail.

E. Recall Within Unit

1. The order of recalling laid off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff as cited in Article VII, D.
2. Notices of recall shall be sent by certified mail to the employee's last known address as shown on the Board's records. It shall be the obligation of the employee to provide the Board with a current address and telephone number. A recalled employee shall give notice of intent to return to work within three (3) workdays and shall return within ten (10) workdays providing such individual is currently employed elsewhere or such employee's employment shall be terminated without recourse to this Agreement.

ARTICLE VIII

TIME OFF WITH PAY

A. Sick Leave

1. Upon completion of the probationary period an employee will earn one (1) day of sick leave per month worked equal to the number of hours worked per day, not including overtime. Sick leave days shall be accumulated without limit.

2. If a custodial/maintenance employee is unavailable for work for personal illness, s/he must:

- Day shift Call immediate supervisor at least one (1) hour before their established starting time.
- Second shift Call immediate supervisor at least two (2) hours before their established starting time.
- Third shift Call the Supervisor of Buildings and Grounds by 3:00 p.m. so a substitute can be called as needed.

If a food service employee is unavailable for work for personal illness, they must call the food service supervisor at least two (2) hours before their established starting time.

Sick leave will be paid at the employee's established wage.

3. At the time of termination if an employee has accumulated sick leave, the Board will pay a bonus as follows:

50 days (300 hours)	pays \$ 500
67 days (400 hours)	pays \$ 750
83 days (500 hours)	pays \$1,000
100 days (600 hours)	pays \$1,250

4. The director of operations may request a physician's statement if the use of the sick day benefit is in question.
5. Sick leave may be used for serious injury or illness in the immediate family.

B. Personal Leave days

1. Two (2) personal leave days per year may be used for business that cannot be conducted outside the normal workday. Requests for business days must be submitted on the proper form five (5) workdays in advance, except in the case of emergencies, to the supervisor of buildings and grounds or the food service supervisor as appropriate. It will then be submitted to the director of operations for final approval. Personal leave days not utilized during the contract year will be converted to sick leave for the following year.

2. Requests for personal leave during the opening of hunting season or the day before or after a holiday break will be granted on a lottery basis as of September 1 of each year. No more than 10% of the bargaining unit members may request a personal leave day on the days listed above and granting of such time is dependent on the availability of substitutes where necessary.

C. Holidays

All full-time fifty two (52) week custodial/maintenance employees who have completed their probationary period will be paid at their regular rate of pay if they work (or if they are on a scheduled vacation day) the last regularly scheduled workday preceding the holiday and the first regularly scheduled workday after the holiday. These employees then qualify for the following paid holidays:

Fourth of July
Labor Day
Thanksgiving Day and the day after*
Christmas and one other day**
New Year's Day and one other day**
Memorial Day
Good Friday (when scheduled on school calendar)

*These days may vary depending on the activities and custodial needs at each school.

**If the holiday falls on a Saturday, the Friday preceding will be the celebrated holiday. If the holiday falls on a Sunday, the following Monday will be the celebrated holiday.

Food service employees will be paid at their regular rate for the following holidays if they work the last regularly scheduled workday preceding the holiday and the first regularly scheduled workday after the holiday:

Labor Day
Thanksgiving Day and day after
Christmas Day
New Year's Day
Good Friday (when scheduled on school calendar)
Memorial Day

D. Vacations

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.

2. School year food service employees shall be entitled to the following paid vacation schedule:
 - a. Employees who have completed three (3) or more years of service in a permanent position will receive a paid vacation for spring break equal to five (5) workdays at their current weekly work hours and rate of pay.
 - b. Employees who have completed eight (8) or more years of service will receive a second week equal to five (5) workdays of paid vacation for winter break based on their current weekly hours and rate of pay.
3. The Board shall grant paid vacation in accordance with the following schedule to eligible full time fifty-two (52) week employees, based on their anniversary date in a permanent position:

<u>SENIORITY</u>	<u>VACATION HOURS</u>
1 yr. (1,040 or more hours) worked by end of fiscal year or if not, a prorata	5 days
2 years	10 days
5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days

4. Provision for vacation day use:
 - a. Granted vacation days must be used during the fiscal year and cannot be accrued except by written permission of the assistant superintendent and association president on an individual request basis and may only be carried through December 31 of following year. Vacation days cannot be exchanged for cash except under the provisions of the flexible benefits plan.
 - b. Vacation days must be applied for and have the approval of the supervisor of buildings and grounds at least fifteen (15) workdays prior to requested vacation days.
 - c. Vacation hours will be recorded on the employee's check stub at the start of each fiscal year.

- d. Requests for vacation during the opening of hunting season or the day before or after a holiday break will be granted on a lottery basis as of September 1 of each year. No more than 10% of the bargaining unit members may request a vacation day on the days listed above, and granting of such time is dependent on the availability of substitutes where necessary.

ARTICLE IX

LEAVES OF ABSENCE

A. Unpaid Leaves

1. Child care leave of absence - An unpaid child care leave of absence for up to one (1) year will be granted under the following conditions:
 - a. The employee will notify the assistant superintendent for personnel, in writing, at least two (2) months prior to scheduled delivery or adoption, or as soon as possible in emergency situations, indicating the approximate length of leave desired.
 - b. Before returning to the position, the employee will submit a physician's statement of physical and mental ability to perform the duties for which they are qualified.
 - c. Upon completion of leave, the employee will return to the same position or to another position for which they are qualified. Nonacceptance of such a position shall terminate the Board's obligation to rehire.
 - d. Employees may, at their option, use accumulated sick leave to substitute for unpaid leave provided under the Family and Medical Leave Act of 1993, which allows for up to twelve (12) work weeks of unpaid leave, with benefits, during any fiscal year for the birth or care of a child, the adoption or foster care of a child, the care of a spouse, son, daughter or parent with a serious health condition or the serious health condition of the employee.
 - e. Requests for leave for a serious health condition for an employee or to care for the employee's spouse, child or parent who has a serious health condition will require medical certification.

2. Illness/accident - If an employee, covered under this Agreement has an illness or accident which requires a long period of recuperation, the employee may request, in writing, accompanied by a medical doctor's statement, a leave request. Such unpaid leaves will be granted for periods up to one (1) year.
3. For good cause, after ten (10) or more years seniority, employees may request a leave of absence for up to six (6) months period of time. If such request is granted or denied is the sole discretion of the Board.
4. Food service employees may request up to ten (10) days unpaid leave of absence per school year. Said leave will be granted only if a substitute is available. Requests should be submitted at least ten (10) workdays in advance of the requested leave. When more than one (1) request is received for the same time period, they will be processed according to the order in which they were received.

B. Paid Leaves

1. Employees may have up to one (1) day sick leave with pay to attend a funeral and up to three (3) days of sick leave for death in immediate family.
2. Immediate family is defined as spouse, child, parent, grandparent, grandchild, sister, brother or immediate family of spouse.
3. Absence for funeral requires prior approval.

C. General Provisions Applicable to All Unpaid Leaves of Absence Not Covered by the Family and Medical Leave Act of 1993.

1. During any unpaid leave, except those covered by the Family and Medical Leave Act of 1993, the employee will be responsible for paying to the accounting office each month an amount sufficient to pay the insurance premiums if the employee chooses to continue coverage.
2. All other fringe benefits shall terminate the Board's responsibility upon commencement of leave of absence and will be reinstated upon the employee's return. It is the employee's responsibility to fill out all necessary papers, at the personnel office, to reinstate their insurance.

3. If an approved leave of absence must be extended for any reason, the employee must notify their supervisor at least two weeks in advance. (Exceptions may be made for emergency situations.) All extensions must have the approval of the director of operations personnel, however, no special leave will be extended over one (1) year. The director of operations has the option of approving or denying a request for extension of leave of absence.

D. Workers' Compensation Insurance

1. Workers' Compensation insurance will be provided by the Board. Employees must report, on appropriate form, job-related injuries or accidents within twenty-four (24) hours to the personnel office.
2. See Work-Related Injuries - Treatment and Reporting in Addendum
3. 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 insure no loss of earnings. Leave payment hereunder shall not exceed the difference between the employee's regular straight time wage prior to Workers' Compensation benefits and the actual benefits paid under the provisions of said Workers' Compensation Act. Pro-rata sick leave deductions shall continue until expiration of either the Workers' Compensation benefits or the lack of sick leave accumulation.

ARTICLE X

GRIEVANCE PROCEDURE

- A. A "grievance" is a claim of improper application of the valid current "Contract Agreement." An "aggrieved employee" is the employee(s) who is/are directly affected and, therefore, will make the claim. The Association is the aggrieved only when an employee's rights have been allegedly violated.

It is our intent that all grievances should be resolved as soon and as simply as possible.

Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, either alone or with a representative of the Association, and having the grievance adjusted without intervention of the Association; provided the adjustment is consistent with the terms of this contract.

- B. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the deposition at the preceding level. In the event the written answer is not submitted in the time specified, the aggrieved may proceed to the next level. The time limits specified may, however, be extended by mutual agreement, in writing, between the Association president and the director of operations or his designee. A supply of the grievance forms shall be on file with the Association secretary.

1. Level One

- a. An employee may, within five (5) workdays of the occurrence of the grievance, orally discuss the matter with the supervisor of buildings and grounds or the supervisor of food service, as appropriate, and if requested, a trustee of the Association, with the objective of resolving the matter informally. If the problem is not resolved to the employee's satisfaction, s/he may:
- b. Within five (5) days of the above conference, put the grievance in writing on the form provided and present it to the director of operations.
- c. A conference between the director of operations, the supervisor of buildings and grounds or the supervisor of food service, as appropriate, the employee and Association trustee shall be held. The director operations shall submit the written decision to the employee and the Association no later than five (5) workdays after the meeting.
- d. The Association trustee shall then report to the Association officers and a determination of the merits of the grievance will be made.

- e. If the grievance is not resolved at this level and the Association officers feel that the grievance has merit, the Association shall file a level two (2) appeal form.

2. Level Two

- a. The level two (2) grievance form will be filed within five (5) workdays to the assistant superintendent for personnel.
- b. The assistant superintendent for personnel or his/her designee shall return a written decision to the Association no later than ten (10) workdays after the receipt of the level two (2) form. If said decision fails to settle the grievance, the Association may appeal to level three (3) no later than ten (10) workdays after receipt of the assistant superintendent for personnel's decision.

3. Level Three

The matter still being unresolved, the Board will select two (2) representatives and the Association will select two (2) representatives to review the grievance. This review will be done within fifteen (15) workdays upon receipt of grievance at level three (3). If the parties cannot find agreement, they will select a fifth member, mutually agreeable to both parties. This fifth member, along with the other selected representatives, will review/hear the case, within fifteen (15) workdays of being selected, and cast the tie breaking vote. This would resolve the grievance and such decision shall be binding on both parties.

ARTICLE XI

INSURANCE

A. Health

1. The Board will provide 100% full family coverage at the lowest premium rate of the current BC/BS or Blue Care Network or Care Choices plan for full time fifty-two (52) week custodial/maintenance employees and employee only coverage for the full time thirty (30) hours per week or more school year food service employees. Full time school year food service employees may pay the difference in cost for self and spouse or full family coverage. Monthly premiums will be deducted from their pay. Employees who do not select the lowest premium health insurance carrier will pay the monthly premium difference through payroll deduction.
2. All full time fifty-two (52) week custodial/maintenance employees and full time school year food service employees covered by this Agreement will have the option to substitute health coverage at the existing employee only premium rate of the Board's plan, for an annuity from any of the Board's approved plans.
3. Part time school year food service employees may purchase health insurance as allowed by the carrier. Monthly premiums will be deducted from their pay.

B. Dental

The Board will provide full family dental insurance for full time fifty-two (52) week custodial/maintenance employees. Full time school year food service employees may elect full family dental insurance in lieu of the health or annuity option. The plan will be the Forest Hills Group Dental Plan I.

C. Vision

The Board will provide full family vision insurance for full time fifty-two week custodial/maintenance employees. The plan will be the Forest Hills Group Vision Care Plan I.

All food service employees will receive the current single subscriber vision rate which they may apply toward the flexible fringe benefit plan.

D. Life Insurance

The Board will pay the monthly premium to provide each full time school year food service employee with \$5,000 of term life insurance and each full time fifty-two (52) week custodial/maintenance employee with \$20,000 life insurance. Additional coverage may be purchased through the flexible fringe benefit plan.

E. Long Term Disability

The Board will pay the cost of long term disability insurance at 66 2/3% of qualified wages to a monthly maximum of \$2,500 for full time fifty-two (52) week custodial/maintenance employees. The coverage is to begin after a ninety (90) calendar day waiting period.

NOTE: It is the responsibility of the employee to sign up for insurance coverage at the personnel office.

ARTICLE XII

MISCELLANEOUS

- A. The Agreement shall supersede any rule, regulation or practice of the Board which is contrary to or inconsistent with its terms.
- B. If any provision of this agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void and the provisions of law shall govern the relationship between the parties with respect thereto for the duration of this Agreement. All other provisions or applications shall continue in full force and effect.
- C. Employees are required to inform the personnel office of changes to their current address, telephone number and dependents as they relate to income tax withholding and insurance benefits within five (5) workdays.
- D. If an employee is called to jury duty, it will be the employee's responsibility to:
 - 1. Inform the immediate supervisor, the supervisor of buildings and grounds or the supervisor of food service, as appropriate, of the call to jury duty.

2. Submit all monies received for jury duty pay to the payroll office. The employee's regular pay will continue and mileage pay received will be reimbursed. Custodial/maintenance employees on the second shift may retain jury duty pay and work the second shift if approved by the immediate supervisor.
 3. Report to work upon dismissal from jury duty if dismissal occurs during the employee's regular working hours. (As it relates to jury duty, all employees will be treated as first shift employees.)
- E.
1. Board payment for insurance protection shall terminate immediately when the employee resigns, is terminated, is laid off or on a leave of absence without pay. The Board will provide up to, but no more than, six (6) months of insurance protection for an employee on Workers' Compensation.
 2. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other such matters.
 3. The Board, by payment of the premium payments required to provide the coverages set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance company. Failure by the carrier to provide any of the benefits for which it has 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.
- F. During the term of this agreement there will be no reorganization of the unit.
- G. Upon signature of the employees, the Board will provide copies of this contract without cost to the Association.

ARTICLE XIII

DURATION OF AGREEMENT

This agreement shall become effective upon ratification by both parties and remain in effect until June 30, 1997. The Agreement shall not be extended orally and negotiations between the parties shall begin at least sixty (60) days prior to the expiration date of the Agreement. It is expressly understood that this Agreement shall expire on said date unless it is reviewed, modified or extended by mutual written agreement of the parties.

In witness thereof, the parties hereto have caused this Agreement to be signed by their representatives:

FOR THE ASSOCIATION:

Wayne L. McNeill
President

Martin D. Hoogly
Secretary

Frank A. Musto
Chief Negotiator

FOR THE BOARD OF EDUCATION:

Karen J. O'Honora
President

Carl F. Meinhart
Secretary

Linda Schmitt Vandergriff
Chief Negotiator

APPENDIX A
SALARY SCHEDULES - 1994-95, 1995-96 AND 1996-97

Custodians/Grounds

Steps	1994-95	1995-96	1996-97
1 (Probation)	\$ 8.58	\$ 8.75	\$ 8.93
2	\$ 9.92	\$10.12	\$10.32
3	\$10.64	\$10.85	\$11.07
4	\$11.43	\$11.66	\$11.89
5	\$12.51	\$12.76	\$13.02
6	\$12.95	\$13.21	\$13.47

Head Custodians/Courier

Steps	1994-95	1995-96	1996-97
1	\$10.58	\$10.79	\$11.01
2	\$11.21	\$11.43	\$11.66
3	\$12.06	\$12.30	\$12.55
4	\$12.89	\$13.15	\$13.41
5	\$13.89	\$14.17	\$14.45
6	\$14.29	\$14.58	\$14.87

Maintenance/Mechanics

Steps	1994-95	1995-96	1996-97
1	\$12.57	\$12.82	\$13.08
2	\$13.04	\$13.30	\$13.57
3	\$13.82	\$14.10	\$14.38
4	\$14.67	\$14.96	\$15.26
5	\$15.60	\$15.91	\$16.23
6	\$16.07	\$16.39	\$16.72

Food Service

Steps	1994-95	1995-96	1996-97
1	\$ 7.83	\$ 7.99	\$ 8.15
2	\$ 8.16	\$ 8.32	\$ 8.49
3	\$ 8.48	\$ 8.65	\$ 8.82
4	\$ 8.80	\$ 8.98	\$ 9.16
5	\$ 9.12	\$ 9.30	\$ 9.49
6	\$ 9.45	\$ 9.64	\$ 9.83
7	\$ 9.77	\$ 9.97	\$10.16

Longevity: Beginning of 11th year - \$.40 (anniversary date)
Beginning of 16th year - \$.75 (anniversary date)

PREMIUMS: (+ per hour rate)

CHS/NHS head custodian	\$.40
2nd and 3rd shift	\$.20
Lead person night shift	\$.25
Lead person summers	\$.25
CHS Head Custodian	\$.55
Telephone service	\$.55
Lead Mechanic	\$.55
Lead Maintenance	\$.30
Lead Grounds	\$.30
Full time Food Service (30 hours or more)	\$.50
Food Service Van Driver	\$.10
Food Service Lead	\$.15

FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

WORKER'S COMPENSATION ACT (ON-THE-JOB INJURIES)

MEDICAL TREATMENT AND MEDICAL CONTROL PROCEDURES

The following policies and procedures are provided to you so you will know what to do in the event of a work related injury. Our policies and procedures are in compliance with the Worker's Compensation Act.

1. Forest Hills Public Schools is obligated to provide reasonable medical, surgical and hospital services and medicines to any employee who receives a personal injury arising out of and in the course of his/her employment. We are self-insured for worker's compensation and coverage is being coordinated by Gallagher and Company, 2851 Charlevoix, SE, Grand Rapids, Michigan.
2. The school district is pleased to announce that **Blodgett Occupational Health Services** is now our primary provider of care for your work-related health care needs.

If you are injured while working, please report to your supervisor. This includes any exposures to blood or body fluids.

You will be asked to fill out an **Employee Report of Work Related Injury Form** and then you will be given a signed **Authorization to Treat Form**. Please take this form and a copy of your accident report with you when you seek treatment at either of the facilities listed below:

- a. **BLODGETT IMMEDIATE CARE CENTER** **956-7070**
3500 28th Street, SE
Grand Rapids, Michigan 49512
Mon.-Fri.: 8:00 am - 11:00 pm ---- Sat. & Sun.: 10:00 am - 6:00 pm
- b. **BLODGETT CENTER FOR OCCUPATIONAL HEALTH** **774-7689**
1840 Wealthy Street, SE (next to Emergency Dept.)
Grand Rapids, Michigan 49506
Mon.-Fri.: 8:00 am - 5:00 pm

You should use the **Blodgett Emergency Department** during the hours that these locations are closed. Be sure to state to admitting personnel that it is an injury covered by worker's compensation.

Pre-placement physical examinations, DOT ("driver") exams and required drug screening will also be provided by **Blodgett Occupational Health Services**.

3. The Employee Report of Work Related Injury Form which should be completed at the time of your injury, must be sent to the Personnel Office within twenty-four (24) hours.
4. If you choose to use worker's compensation for your job related injury, you must use Blodgett Occupational Health Services. In accordance with the Michigan Worker's Compensation Act, after ten (10) days from the date you first visit Blodgett Occupational Health Services, you may then choose to be treated by your own physician. If you choose to visit your own physician, you must inform the Personnel Office, in writing, of your intent and the name, address and phone number of your physician. You will then be responsible for obtaining from your doctor, a medical report outlining history, diagnosis, length of disability and an opinion on the causal relationship between the disability and the claimed injury. This report must be forwarded to the Personnel Office for your claim to be processed.
5. If you choose to be treated by your own physician, rather than by Blodgett Occupational Health Services within the initial ten (10) day period, Forest Hills Public Schools and its insurance company are not legally liable for the payment of medical treatment and may not cover the costs.
6. Forest Hills Public Schools and/or its worker's compensation insurance coordinator has the right to arrange a special medical evaluation when necessary by giving the employee notice, by certified mail, of the date, time and location of said examination.

EXCERPTS FROM CHAPTER 3 OF THE WORKER'S COMPENSATION ACT

- 418.351 Medical care for injury arising out of and in course of employment; physician of employee's own choice; prosthetic devices; expenses; prorating attorney fees and payments. (MSA 17.237) (315)
- Sec.315 The employer shall furnish, or cause to be furnished, to an employee who receives a personal injury arising out of and in the course of his employment, reasonable medical, surgical, and hospital services and medicines, or other attendance or treatment recognized by the laws of this State as legal, when they are needed. After 10 days from the inception of medical care as herein provided, the employee may treat with a physician of his own choice by giving to the employer the name of the physician and his intention to treat with the physician. The employer or his carrier may file a petition objecting to the named physician selected by the employee and setting forth reasons for the objection. If the employer or carrier can show cause why the employee should not continue treatment with the named physician of the employee's choice, after notice to all parties and a prompt hearing by a hearing referee, he may order that the employee discontinue treatment with the named physician or pay for the treatment received from the physician from the date the

order is mailed. The employer shall also supply to the injured employee dental service, crutches, artificial limbs, eyes, teeth, eyeglasses, hearing apparatus, and other appliance necessary to cure, so far as reasonably possible, and relieve from the effects of the injury. If the employer fails, neglects or refuses so to do, the employee shall be reimbursed for the reasonable expense paid by him, or payment may be made in behalf of the employee to persons to whom the unpaid expenses may be owing, by other of the hearing referee. The hearing referee may prorate attorney fees at the contingent fee rate paid by the employee and may also prorate payments in the event of redemptions.

History: New 1969, p. 648, Act 317, Eff. Dec. 31 Am. 1975. p. Act 93, Ind. Eff. May 27

418.385 Physical examination of employee; report; copy; refusal; evidence. (MSA 17.237) (385)

Sec. 385 After the employee has given notice of injury and from time to time thereafter during the continuance of his disability, if so requested by the employer or the carrier, he shall submit himself to an examination by a physician or surgeon authorized to practice medicine under the laws of the State, furnished and paid for by the employer or the carrier. If an examination relative to the injury is made, the employee or his attorney shall be furnished, within 15 days of a request, a complete and correct copy of the report of every such physical examination relative to the injury performed by the physician.

FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

SUPPORT STAFF WORK RULES AND REGULATIONS

Forest Hills Public schools in an effort to assure the fair treatment and safety of all employees, reaffirms and establishes the following employee work rules. These regulations of the Forest Hills Board of Education have been designed not to restrict, but rather to define and protect the rights of all. It should be pointed out that the infractions described below are not to be interpreted as all inclusive and do not preclude disciplinary action for other violations of standards of conduct determined by the District to merit discipline. In such a case, the fact that the conduct has not been specifically covered 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 fellow employees.
 2. Removing school property, records or other materials from the school without proper authorization.
 3. Falsification of records or reports, including personnel, absence, sickness, accident, injury and 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, slowdown 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 reporting for duty in an unfit condition.

8. Insubordination, including use of profane or threatening language, to a school official or other supervisor.
9. Fighting on school property or threats of physical violence to others.
10. Operation and/or use of machines, telephones, tools or other Board owned equipment without approval from the employee's supervisor; abuse, misuse or destruction of Board and/or other's property, tools or equipment.
11. Employee misuse or removal from the Board's premises, without proper written authorization from the immediate supervisor, of Board property, records or other Board materials.
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 or printed matter which tends to disrupt the school or school district or results in danger to other persons on school property or interferes with school work or discipline.
15. Unlawful or improper conduct of an employee, on and off district property and/or during non-work hours which affects the employee's relationship to his job, his fellow employees, his 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.

B. The following shall be causes for disciplinary action. There are four 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 workstation, ready to work, at starting time.
 2. Stopping work before break time, lunch time, wash-up time or quitting time.
 3. Failure of employee waiting for shift change to remain in school designated area until time to go to work.
 4. Conducting personal business during work hours or on school district premises, or use of district equipment for personal reasons.
 5. Refusal to do job assignment.
 6. Unauthorized or unexcused absence, reporting late to work, leaving work area or building during work hours without authorization.
 7. Irregular work attendance so that the services of employee are of little value to the Board, or intermittent absenteeism amounting to part-time employment.
 8. Inattention to duties, loafing or wasting time during work hours.
 9. Slowdown in performance or causing slowdown in performance.
 10. Any conduct which impedes the productivity of one's self or others.
 11. Vending, soliciting, collecting of funds or distribution of literature in work areas during employee's on-duty time.
 12. Violation of safety rules or Board policies.

13. 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 article and use protective equipment where required and immediately report to their supervisor any injury or accident.
14. Failure to report injuries or accidents to the employee's immediate supervisor.
15. Violation of common sense health and sanitation rules, including maintenance of personal hygiene.
16. Discourtesy to other employees, supervisors or visitors to the building.
17. Smoking where and when prohibited.
18. Gambling, or taking part in any game of chance, on Board premises.
19. Dress or grooming that disrupts the school setting.
20. Unsatisfactory work performance.
21. 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 of 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.

SEXUAL HARASSMENT

The Board of Education recognizes that a staff member's right to freedom from employment discrimination includes the opportunity to work in an environment untainted by sexual harassment. Sexually offensive speech and conduct are wholly inappropriate to the harmonious employment relationships necessary to the operation of the District and intolerable in a workplace to which the students of this District are exposed.

Sexual harassment includes all unwelcome sexual advances, requests for sexual favors, and verbal or physical contacts of a sexual nature whenever submission to such conduct is made a condition of employment or a basis for an employment decision, or when such conduct has the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile, or offensive working environment.

The sexual harassment of any employee of this District is strictly forbidden. Any employee of this District who is found to have sexually harassed another employee of this District or any other person participating in the District's educational function will be subject to discipline, up to and including discharge. Any employee who has been subject to or witnessed sexual harassment in the workplace is requested and encouraged to report the sexual harassment to an appropriate supervisor or to the Assistant Superintendent for Personnel and to cooperate in any subsequent investigation.

The Superintendent shall instruct all support staff and agents of this District to recognize and correct speech and behavior patterns that may be sexually offensive whether or not they are used with an intent to offend.

Any employee or agent of the District who sexually harasses or abuses any student will be subject to discipline, up to and including discharge, and such misconduct will be reported to nonschool authorities pursuant to applicable law.

29 CFR 1604.11

FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

MEMORANDUM TO STAFF MEMBERS ON
FEDERAL REGULATIONS CONCERNING DRUG PREVENTION

In accordance with Federal Law, the Board of Education prohibits the use, possession, concealment or distribution of drugs by employees on school grounds in school or school-approved vehicles, or any school-related event. Drugs include any alcoholic beverage, anabolic steroid, dangerous controlled substance as defined by State statute, or substance that could be considered a "look-a-like" controlled substance. Compliance with this policy is mandatory for all staff members. Any part-time or full-time employee who violates this policy will be subject to disciplinary action, in accordance with due process, up to and including termination. When appropriate or required by law, the District will also notify law enforcement officials.

The District is concerned about any staff member who is a victim of alcohol or drug abuse and will facilitate the process by which he/she receives help through programs and services available in the community. A staff member shall contact his/her supervisor or the superintendent's office whenever such help is needed.

FOREST HILLS PUBLIC SCHOOLS
Grand Rapids, Michigan

TO: Custodial Staff
Building and Ground Staff
Mechanics

FROM: Linda Schmitt VanderJagt
Don Finch

RE: Summer Uniforms

DATE: July 13, 1994

All custodial, building and ground employees, and mechanics are expected to dress appropriately wearing uniforms (pants, shirts, or T-shirts) provided as outlined on page nine, Section D, Article 4, of the Master Agreement. During warm weather, dark blue bermuda shorts (knee length) are an acceptable alternate to the uniform pants provided by the district, if you should choose to buy them at your own cost.

With the number of students and community members in our school buildings during summer months, your appearance and friendly, helpful demeanor make a positive impression about Forest Hills!

Thanks for your help. If you have an individual problem or concern, please call.

**GRIEVANCE PROCEDURES
FOR
TITLE VI OF THE EDUCATION AMENDMENT ACT OF 1972
TITLE IX OF THE EDUCATION AMENDMENT ACT OF 1972
SECTION 504 OF THE REHABILITATION ACT OF 1973**

Section I

If any person believes that the Forest Hills Public School District or any part of the school organization has inadequately applied the principles and/or regulations of (1) Title VI of the Education Amendment Act of 1972, (2) Title IX of the Education Amendment Act of 1972, and (3) Section 504 of the Rehabilitation Act of 1973, he/she may bring forward a complaint, which shall be referred to as a grievance, to the local Civil Rights Coordinator at the following address:

**Kevin A. Konarska, Assistant Superintendent of Personnel
Forest Hills Public Schools
6590 Cascade Road, SE, Grand Rapids, Michigan 49546
285-8805**

Section II

The person who believes he/she has a valid basis for grievance shall discuss the grievance informally and on a verbal basis with the local Civil Rights Coordinator, who shall in turn investigate the complaint and reply with an answer to the complaint. He/she may initiate formal procedures according to the following steps:

Step 1

A written statement of the grievance signed by the complainant shall be submitted to the local Civil Rights Coordinator within five (5) business days of receipt of answers to the informal complaint. The coordinator shall further investigate the matters of grievance and reply in writing to the complainant within five (5) business days.

Step 2

If the complainant wishes to appeal the decision of the local Civil Rights Coordinator, he/she may submit a signed statement of appeal to the superintendent of schools within five (5) business days after receipt of the coordinator's response. The superintendent shall meet with all parties involved, formulate a conclusion, and respond in writing to the complainant within ten (10) business days.

Step 3

If the complainant remains unsatisfied, he/she may appeal through a signed, written statement to the Board of Education within five (5) business days of his receipt of the superintendent's response in step two. In an attempt to resolve the grievance, the Board of Education shall meet with the concerned parties and their representative within forty (40) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting.

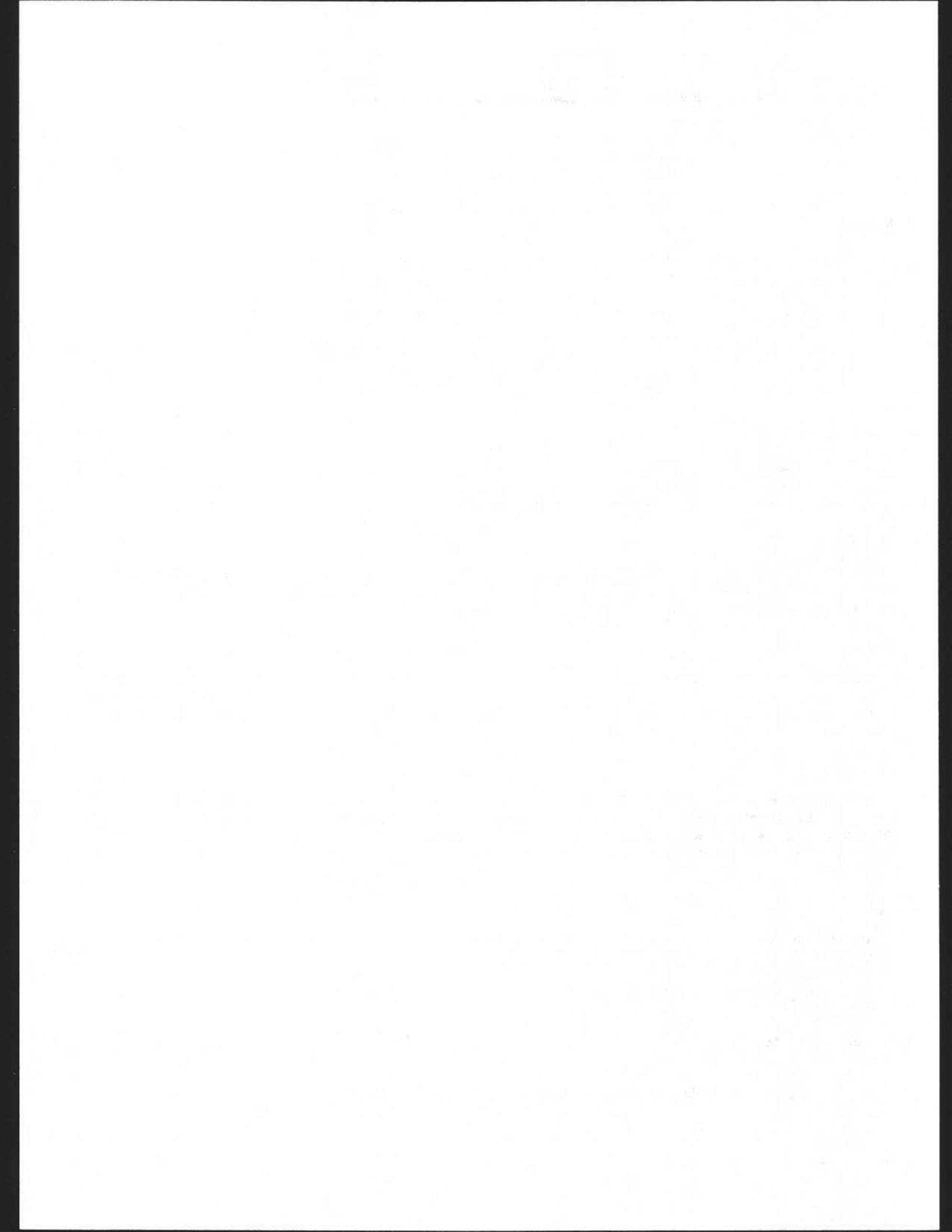
Step 4

If at this point the grievance has not been satisfactorily settled, further appeal may be made to the Office of Civil Rights, Department of Education, Washington, D.C. 20201.

Inquiries concerning the non-discriminatory policy may be directed to Director, Office of Civil Rights, Department of Education, Washington, D.C. 20201.

The local coordinator, on request, will provide a copy of the district's grievance procedure and investigate all complaints in accordance with this procedure.

A copy of each of the Acts and the regulations on which this notice is based may be found in the Civil Rights Coordinator's office.



Forest Hills is an equal employment opportunity employer.

Any questions concerning Title VI and XI of the Education Amendments of 1972, 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:

Kevin Konarska
Assistant Superintendent of Personnel
Forest Hills Public Schools
6590 Cascade Road, S.E. • Grand Rapids, MI 49546
(616) 285-8805

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