

MASTER AGREEMENT

Between

FOREST HILLS PUBLIC SCHOOLS

BOARD OF EDUCATION

and

FOREST HILLS ADMINISTRATORS

July 1, 2021 – June 30, 2023



Forest Hills Public Schools

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

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The Forest Hills School District Board does not discriminate on the basis of race, color, national origin, sex, religion, age, disability, genetic information, or any other protected status in its employment decisions or the provision of services.

PREFACE

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

- Director of Instructional Services
- Director of Finance
- Director of Technology
- Director of Operations
- Director of Student Services
- High School Principals
- Middle School Principals
- K-6 Principals
- Assistant Principals
- Director of Transportation
- Director of Athletics
- Director of Immersion and Language Learning
- Director of Instructional Technology
- Director of Educational Equity and Inclusion

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**ARTICLE I: FOREST HILLS PUBLIC SCHOOLS ADMINISTRATIVE CONTRACT AND
COMPENSATION**

A. Administrative Compensation Plan

The administrative classification and compensation plan has been approved for the 2021-2022 and 2022-2023 fiscal school years. Administrator salaries will be increased by 2% for 2021-2022 and 2022-2023 school years. There will be a \$1,000 increase to board paid annuity in 2021-2022 as well as a \$1,000 increase to board paid annuity in 2022-2023. There will be a \$1,000 off-schedule payment for remuneration earned for services performed in 2021-2022.

B. Longevity

Longevity is paid as follows:

- An additional \$3500 per year at the beginning of the 6th year of administrative service in the district.
- An additional \$4000 per year at the beginning of the 11th year of administrative service in the district.
- An additional \$4500 per year at the beginning of the 16th year of administrative service in the district.

C. Administrative Contract

Administrator contracts are issued for a duration of two years. For administrators on a 52-week contract, the contract start date is July 1. For administrators on a 44-week contract, the contract start date is August 1. The Superintendent has the option to enter into a new two (2) year contract with any administrator at the mid-term of the two-year agreement. The Superintendent also reserves the right to offer a one-year contract to any administrator. The Superintendent will follow all statutory provisions regarding non-renewal of administrative contracts.

D. 403(b) Severance Contribution After Retirement- Two Tiered System

Tier One- For existing administrators hired before July 1, 2008 into an administrative position, with at least ten (10) years of service as an administrator with the District.

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

plan in an annual installment of \$11,000 each January after retirement.

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

Tier Two- For administrators hired after July 1, 2008 into an administrative position, with at least ten (10) years of service as an administrator.

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

Number of Days	Amount Per Day
60 – 80	\$100
81 – 100	\$125
101+	\$150

The amount will be contributed to a non-elective 403(b) plan as soon as administratively feasible following retirement. If the applicable amount exceeds the maximum contribution permitted by law for that year of retirement, the remaining amount will be contributed during the following year.

Note: Under either Tier One or Tier Two, if the employee dies before all amounts are contributed to the 403(b) plan, the District will pay the remaining amount in cash to the beneficiary(ies) designated under the 403(b) plan. At the time of retirement, administrators who are eligible for Tier One will receive the greater of the Tier One or Tier Two benefit.

ARTICLE II: ADMINISTRATIVE CALENDAR

A. Length of Work Year

1. The number of paid days for administrators may vary slightly from year to year based on the teacher and student calendars adopted by the Board of Education in the spring of each school year.
2. 44-week administrative calendar shall begin five days before the first scheduled teacher day and will conclude five days after the last scheduled teacher day. Ten days, in addition to the above days, shall be worked by the administrator between their last scheduled work day and the first scheduled day of the following school year. With reasonable notice, some of the ten days may be designated by the district for professional learning opportunities. Administrators will be expected to submit a calendar with their tentative summer work schedule to the Superintendent prior to leaving for summer break.

3. Calendars reflecting the number of work days, paid holidays and beginning and ending dates for the following school year will be distributed to each administrator.

ARTICLE III: FRINGE BENEFITS

A. Paid Holidays

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

1. 52 Week Administrators:
Independence Day (July 4)
Labor Day
Thanksgiving Day and Friday following Thanksgiving Day
Christmas Eve and Christmas Day New Year's Eve and New Year's Day
Good Friday (*if school is not scheduled on district calendar*)
Memorial Day
Friday before Memorial Day provided school is not in session
Two (2) floating holidays to be used on a non-scheduled school day
2. 44 Week Administrators:
Labor Day
Thanksgiving Day and Friday following Thanksgiving Day
Good Friday (*if school is not scheduled on district calendar*)
Memorial Day
Friday before Memorial Day provided school is not in session
Two (2) floating holidays to be used on a non-scheduled school day

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

B. Paid Vacation Days

1. Fifty-two (52) week administrators will receive twenty-five (25) paid vacation days per year. Requests for vacation days should be submitted to the immediate supervisor for approval.
2. Any vacation days from the prior year which remain unused by December 31 of the next year, may not be accumulated.
3. For 52-week Administrators, unused vacation days at the following December may be transferred to sick leave.

C. Personal Days

Administrators will receive five (5) personal days per school year. Personal days will be issued at the beginning of each administrator's contracted year. Requests for personal days should be submitted to the immediate supervisor. Unused personal days may be carried over to the administrator's sick leave bank or a written request may be submitted to the Superintendent requesting that unused days be carried over to December 31 of each school year.

D. Sick Leave Days / Family Medical Leave Act

Ten (10) sick leave days shall be granted to administrators per year at the beginning of the administrator's contracted year.

1. Sick leave may be used for the personal illness, injury, disability of the employee, or for serious illness, injury or disability to a member of the immediate family. (Immediate family is defined under the Family Medical Leave Act to include: spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, father, step-father, father-in-law, mother, step-mother, mother-in-law, grandparent, step-grandparent, grandchild, step-grandchild, and spouse's grandparent, step-grandparent, and step-grandchild of an employee or for another relative who stands in stead of an immediate family member).
2. Administrators may use sick leave for physician appointments that may not be arranged other than during regularly scheduled work hours, for the death of a friend, relative or immediate family.
3. In cases subject to Worker's Compensation Law, such leave may be used to supplement his/her regular salary for the period of absence from duty.
4. Administrators may use accumulated sick leave to substitute for unpaid leave provided under the Family and Medical Leave Act of 1993, which allows up to twelve (12) weeks, sixty (60) work days or parts thereof, with benefits, during any contracted 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 employee's serious health condition.
5. During any unpaid leave exceeding twelve (12) weeks, sixty (60) workdays or more, and not covered by the Family and Medical Leave Act of 1993, the administrator will be responsible for paying to the Accounting Office each month an amount sufficient to pay the insurance premiums if the administrator opts to continue insurance coverage.
6. Unused accumulated sick leave days shall be banked from year to year for each administrator. The total amount of each individual's

accumulation is unlimited.

7. In the event an administrator returns to a teaching position, all accumulated sick leave/personal leave days shall be carried over as sick leave.

E. Administrative Sick Bank

When sick, vacation and personal banks are exhausted, an administrator may apply to the sick bank for donated days to cover an absence, due to the serious health condition, due to illness or injury, of the employee, for days needed to cover wages of the employee until they reach the LTD eligibility period (90 calendar days). The employee will submit a written request to the association president who shall forward it to the Human Resources department for dissemination to all other members of the administrative team. Administrators may donate up to five (5) days to the requesting employee. In the event that the need for days is not initially fulfilled, a second donation request may be made. Contributed sick days are for the specific employee absence and will not be banked for future use by the employee. Contributed days not used by the employee will be returned proportionally to all administrator who donated days. Contribution of sick days are not intended for intermittent, short-term illnesses.

ARTICLE IV: LEAVES OF ABSENCE

A. Unpaid Leaves of Absence

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

B. Sabbatical Leave

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

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

C. Return from Leave

Administrators returning from leave will return to a position determined by the Superintendent.

ARTICLE V: BENEFITS

A. Health Insurance

The Board will provide medical insurance with the Western Michigan Health Insurance Pool. The Board will pay the statutory hard cap amounts. Administrators are responsible for any premium amount above the statutory hard cap.

B. Dental Insurance

Administrators are entitled to full family dental coverage through ADN (ADN Administrators, Inc.), provided by WMHIP.

C. Vision Insurance

Administrators are entitled to full family vision insurance through NVA (National Vision Administrators LLC) provided by WMHIP.

D. Cash Option in Lieu of Health Benefits

In lieu of subscribing to the Board provided health, dental and vision insurance, an administrator may elect a cash option of \$3500.

E. Term Life Insurance

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

F. Long Term Disability

Each qualified Administrator shall receive Long Term Disability that will cover full and partial disability. The policy will cover 66 2/3% of salary after a ninety (90) day elimination period. The maximum benefit period is until age sixty-five (65). Health, dental, vision and life insurance will be continued by the District for the period the administrator qualifies under the provisions of the carriers.

G. Board Paid Annuity

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

H. Michigan Public School Employees Retirement System (MPERS)

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

I. Worker's Compensation Insurance

1. Worker's Compensation Insurance will be provided by the Board.
2. Employees must report work related injuries to the Human Resources Office within twenty-four (24) hours on the appropriate form.
3. The employee has the option to accept the amount compensated by Worker's Compensation or to use accumulated personal illness leave for any absence due to work related injury.

ARTICLE VI: PROTECTION

A. Liability Protection

Liability protection to defend, hold harmless and indemnify the administrator in the event that any claim, legal proceeding, etc. is brought against him/her in his/her capacity as an employee of the District, provided he/she is acting within the scope of his/her employment, is provided to administrators. This protection is limited to the liability policy maintained by the District in the amount of \$1,000,000, subject to carrier requirement and restrictions.

B. Social Security Privacy Act

In compliance with the Social Security Number Privacy Act 454 of 2004, the District has established a Board Policy to protect the confidentiality of employee's social security numbers. Documents containing social security

numbers shall be kept in confidential files. Except as required by necessary and legitimate business purposes, no unauthorized employee is permitted to have access to social security numbers or documents that contain social security numbers, or to keep, view, use, copy, disclose, or distribute a person's social security number. When documents containing social security numbers are no longer needed and are to be discarded, such documents shall be disposed of in a manner to ensure the confidentiality of the social security numbers. Violation of this policy is subject to disciplinary action, up to and including discharge.

ARTICLE VII: ADMINISTRATIVE CERTIFICATION

A. Coursework Required for Administrative Certification

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

B. Continuing Education units (CEU's)

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

ARTICLE VIII: PROFESSIONAL MEMBERSHIPS

A. Professional Dues

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

ARTICLE IX: MILEAGE AND PHONE

A. Mileage

Administrators shall be individually responsible for covering mileage costs for school related business within Kent County. Administrators may submit for mileage reimbursement at the IRS rate when traveling for school related

business outside Kent County.

B. Phone Allowance

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

ARTICLE X: EVALUATION

A. Administrative Evaluation

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

ARTICLE XI: LAYOFF

A. Layoff

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

1. The Board shall follow State law as set forth in Public Act 183 regarding the layoff of administrators. The Board shall give written notice of recall from layoff by sending a registered or certified letter or telegram to said administrator at his/her last known address.

The administrator's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the administrator. If an administrator fails to respond within thirteen (13) days from the date of mailing of the recall, unless an extension is granted, in writing, by the Board, said administrator shall be considered to have voluntarily resigned and the administrator's employment contract and any other employment relationship with the Board shall be deemed terminated.

Each administrator is responsible for keeping the employer advised, in writing, of any change of address and will not be excused for failure to report to work or recall if he/she fails to receive notice because of his/her own failure to advise the employer, in writing, of his/her change of address.

Administrators laid off through the procedure as stated shall be maintained on a recall list until they refuse an opportunity to return to a position for which they are certified and qualified.

2. If an administrator is relieved of his/her duties because of reduction in staff or abolishment of position, and an administrative position is not available, he/she will be offered a teaching position for which he/she is certified to

teach, with full seniority credit given for length of service with the District as an administrator and/or teacher, if the administrator has previously been a teacher in the District.

- B. Administrators who have had prior years of teaching experience in the District will be able to use all their years of experience in the District if they return to the Bargaining unit and be placed on the seniority list with all years credited.
- C. Administrators who have not had prior teaching experience in the Bargaining unit will not be allowed to credit their years of administrative experience on the teacher seniority list.

ARTICLE XII: MISCELLANEOUS PROVISIONS

A. Jury Duty

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

B. Allowance

On days that schools are closed for inclement weather or other unscheduled reasons, building administrators are expected to report when safe. Personal or vacation time may be used if the administrator is unable to report.

C. Employment of Immediate Family

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

D. Policy Making / Provisions of Contract

Only the Superintendent or the Assistant Superintendent of Human Resources may issue policies regarding wages, hours and working conditions which are binding on the Board and then only if in writing and signed by the issuer.

Notwithstanding the provision of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning

benefits, eligibility and termination of coverage and other such matters The Board, by payment of the premium required to provide the coverage 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, not shall such failure be considered a breach of any obligation by the Board.

Any revision to this Agreement must be agreed to by the Board of Education and the administrators represented by this Agreement.

ARTICLE XIII: DURATION

This Agreement Shall be in effect from July 1, 2021, through June 30, 2023. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the dates indicated.

Signed on behalf of Administrator
Bargaining Unit



David Simpson, President

Date: 8-2-21

Signed on behalf of Board of Education



Christine Annese, Chief Negotiator
Assistant Superintendent for Human Resources

Date: 8-2-21

Adopted by the Board: June 7, 2021