

**AGREEMENT**

**Between the**

**ORCHARD VIEW BOARD OF EDUCATION**

**And the**

**ORCHARD VIEW EDUCATION  
SUPPORT PERSONNEL ASSOCIATION  
(OV-MESPA)**

**2022-2025**

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## AGREEMENT

This agreement is entered into this 3rd day of August 2022, by and between the Orchard View Board of Education; hereinafter called the "Board" and/or the "Employer", and the Orchard View School Michigan Education Support Personnel Association (OV-MESPA), hereinafter called the "Association". In this Agreement Bargaining Unit Employees are those employees covered by this Agreement. Said Agreement covers the period between July 1, 2022 thru June 30, 2025.

## ARTICLE I

### RECOGNITION

- A. The Orchard View Board of Education recognizes the Orchard View Education Support Personnel Association (OV-MESPA), as the exclusive bargaining representative for all head custodian/maintenance, custodians, grounds maintenance, bus mechanics, first cooks, second cooks, food service workers, food service worker/driver, and all full-time and part-time bus drivers, all full-time and regularly scheduled part-time administrative assistants, clerks, teacher assistants, health care assistants, library technicians, student supervisors, instructional technicians, special skills student assistants, interpreters, and in school suspension supervisors; excluding employees who work less than one (1) hour per day, the Transportation Supervisor/Bus Mechanic and other supervisory and executive personnel, substitutes as named, including substitute bus drivers, and all other employees of the District.
  
- B. The Orchard View Board of Education agrees not to negotiate with any organization other than the Orchard View Michigan Education Support Personnel Association (OV-MESPA) for the duration of this Agreement.

## ARTICLE II

### BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

- A. The Board hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, and without limiting the generality of the foregoing, the rights to:
1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct and supervise employees;
  2. Hire all employees and determine their qualifications and the conditions of their continued employment;
  3. Determine the assignment of all employees and evaluate their performance;
  4. Determine the size of the work force, and to expand or reduce the work force;
  5. Establish, continue or revise policies, rules and regulations governing employee conduct and performance;
  6. Discipline, demote and/or discharge employees;
  7. Establish, modify or change any work, business or school hours or days;
  8. Determine the services, curriculum, programs, supplies and equipment for its operations and to determine all methods and means of distributing, disseminating and/or delivering its services, the methods, schedules and standards of operation and the means, methods and processes of implementing its curriculum, programs and services;
  9. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
  10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement and then only to the extent such terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## ARTICLE III

### ASSOCIATION RIGHTS

- A. The Board agrees to furnish to the Association in response to reasonable requests information which is necessary for the Association to process grievances, administer this Agreement and/or to formulate contract proposals pursuant to the Michigan Freedom of Information Act (MCL 15.231, et seq.) and the Michigan Public Employment Relations Act (MCL 423.201 et seq.)
- B. The Association shall have the right to use the school facilities and equipment at reasonable times when such facilities and equipment are not otherwise in use. The Association shall pay the cost of all materials and supplies.
- C. According to the relevant provisions of the Michigan Civil Rights Act, MCL 37.2101 et seq., the Michigan Persons with Disabilities Act, MCL 37.1101 et seq., and the Michigan Public Employment Relations Act, MCL 423.201 et seq., the provision of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to religion, race, color, national origin, age, sex, height, weight, marital status, or health conditions related to a disability, place of residence, or membership in or involvement in the lawful activities of the Association.
- D. The Superintendent and the Association President, upon request of either party shall consult on any new modified tax programs, major construction programs, or major revisions of educational policy, which are proposed or under consideration. Upon written request the Association shall be given opportunity to advise the Board in writing with respect to said matters.
- E. The Board specifically recognizes the rights of the Association appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency and the Association recognizes an equal right on the part of the Board.

## ARTICLE IV

### GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a claim based upon an event or condition which affects the hours, wages, terms or conditions of employment of an employee, a group of employees, or the Association and/or which draws into question the interpretation, application or meaning of the provisions of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. Dismissal of a probationary employee.
  2. Any matter not specifically referred to in this agreement for which there is recourse under State or Federal statutes.
- B. The Association shall handle grievances when requested by the grievant, the grievant may be present at all meetings. The Board designates as its representative for such purpose the principal in each building and the superintendent and/or designee when the grievance arises in more than one school building.
- C. The term "days" shall mean scheduled work days or business days during summer recess.
- D. Written grievances as required herein shall contain the following and use the form in Appendix A:
1. It shall be signed.
  2. It shall contain a synopsis of the facts giving rise to the alleged violation.
  3. It shall cite the section or subsection of this Agreement alleged to have been violated.
  4. It shall contain the date the alleged violation took place.
  5. It shall specify the relief requested.
- E. It is important that grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. If the Association as the moving party fails to comply with the time limit, the grievance shall be considered settled on the basis of the Board's last written answer to the grievance. If the Board as the responding party fails to comply with any time limit at any step, the grievance shall automatically pass to the next step in the grievance procedure. The parties may, however, agree in writing to extend the time limits at any step.
- F. Nothing herein contained shall be construed as limiting the right of any individual employee to present a grievance to school officials and/or the Board and to have those grievances adjusted without the intervention of the Association, except that the adjustment shall not be inconsistent with this Agreement and the Association shall be given the opportunity to be represented at such adjustment.

G. Level One:

In the event that an employee believes there is a basis for a grievance, he/she shall first discuss the matter with his/her building principal or immediate supervisor, accompanied by his/her Association Representative, within ten (10) days of the occurrence or knowledge of the events giving rise to the concern, in an effort to resolve it. A brief notation of the date and subject matter discussed shall be signed and a copy of same provided to both parties.

H. Level Two:

If after the informal discussion with the building principal/supervisor the employee desires to pursue an alleged grievance, the grievant and his/her Association Representative shall, within ten (10) days of the informal discussion described in E. above, file a written grievance with the principal/supervisor.

The principal/supervisor shall respond in writing within five (5) days of his/her receipt of the written grievance. If the grievance is denied he/she shall state the reasons in writing. If the Association is not satisfied with the response, it may transmit the grievance to the Superintendent within (5) days of receipt of the principal/supervisor's written response.

I. Level Three:

The Superintendent and/or designee shall meet with the Association representative(s) within fifteen (15) days of the receipt of the grievance. Affected employees may or may not be present at meeting. Upon conclusion of the final meeting regarding the grievance, the Superintendent or his/her designee shall have five (5) days to respond in writing. If the grievance is denied, the written response shall state the reasons. If the Association is not satisfied with the response, it may transmit the grievance to the Board within (5) days of receipt of the Principal/Supervisor's written response.

J. Level Four:

The Board of Education shall have up to fifteen (15) days to hold a meeting to hear the grievance or, if mutually agreed, until the next regularly scheduled Board Meeting. The Association shall be given time to present their position on the grievance. The Board shall have five (5) days after the meeting to respond in writing. If the grievance is denied, the written response will state the reasons.

K. Level Five

In the event the answer by the Board of Education is not satisfactory to the Association, or if no answer is forthcoming within the time period, then, within fifteen (15) working days following the date of receipt of the Board of Education's answer, OR following the deadline for receipt of the Board of Education's answer, the Association only, and not an individual employee, may submit the grievance to binding arbitration by filing a demand for arbitration with the American Arbitration Association. The rules of the American Arbitration Association shall apply to the selection of the arbitrator and the arbitration proceedings.

L. The following rules and conditions shall apply:

1. The grievance shall relate solely to the application and interpretation of the terms and conditions of the Agreement.



2. The arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement.
  3. The arbitrator shall have no authority to hear or rule upon any of the following:
    - a. Any matter involving the Board's discretion in the expenditure of sums for capital outlay.
    - b. The fixing or establishment of any salary schedule.
    - c. Evaluation of employee, unless it is a claim of failure to follow established procedures.
  4. The decision of the arbitrator shall be final and binding.
  5. Only one grievance shall be heard by an arbitrator at any one appointment, unless otherwise agreed upon by the parties.
  6. The costs and expenses of the arbitrator shall be borne by the party against whom the decision is rendered or as assigned by the arbitrator. The expenses of the witnesses and representatives of the parties shall be borne by the party for whom they appear. Witnesses and representatives of the Association shall be released without loss of pay for hearings.
  7. Any grievance not taken to arbitration within the above stated time limits shall be deemed settled based upon the Board's last answer.
  8. The parties may by mutual agreement, in writing, submit the grievance to expedited arbitration according to the rules of the American Arbitration Association, or as otherwise mutually agreed upon.
- M. All information necessary to the determination and processing of any grievance shall be furnished upon request to all parties in said grievances.
- N. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- O.
1. Grievances involving an appeal of discharge or suspension shall be initiated directly to Level 3 within ten (10) days of the grievance.
  2. Once the grievance has been initiated at Level 3, the normal grievance procedure shall be followed as set forth in this Article, except the Board shall initiate the Level 4 action within ten (10) days of receipt of the grievance.

## ARTICLE V

### EMPLOYEE RIGHTS

- A. If any employee is sued by reason of physical force taken against a pupil within his/her job responsibilities, the Board will offer to supply legal counsel of its selection and render all reasonable assistance in the defense of the suit against the employee. The Board reserves all rights to establish and delineate by Board policy or through directives of its administration, the scope and extent of disciplinary authority of any position.
- B. Any case of assault upon employee shall be promptly reported to the Superintendent. Upon request of the employee assaulted, the Board will provide legal counsel to advise the employee of his/her legal rights and alternatives with respect to handling of the incident by law enforcement authorities. Any work time lost because of the investigation or prosecution of the incident by law enforcement authorities will not be deducted from the employee's pay nor deducted from any paid leave benefit. The responsibilities of the Board shall terminate in such cases when and if the employee elects to retain his/her own counsel.

In the event an employee is assaulted by a student or parent while in the performance of his/her duties for the District, the Board shall reimburse the employee for loss due to damage and/or destruction of the employee's personal apparel and/or items of personal property on his/her person not to exceed \$1,000.00 per incident not covered by the employee's insurance. Reimbursement will be made upon itemization of items damaged or destroyed and confirmation of their replacement value. That employee shall cooperate in seeking recovery from the individual committing the assaults for the amount of the loss.

- C. An employee shall be entitled, at the employee's request, to have present a representative of the Association when he/she is being questioned with regard to any incident which may result in discipline against the employee and/or when he/she is being reprimanded or disciplined for any infraction of rules, misconduct or delinquency in performance. When discipline is going to be or likely to be administered, the Board shall inform said employee of his/her rights to representation by the Association.
- D. It is understood the employees of the bargaining unit have the responsibility for performing duties normally associated with those positions. Exceptions to this provision shall be:
1. The Board retains the right to employ non-bargaining unit members in and for those situations where there exist insufficient bargaining unit employees to perform a specific task(s) within the time period where such task(s) must be concluded or,
  2. No employee or insufficient employees of the bargaining unit possess the skills/training necessary to perform the task(s) in question.
  3. Also excluded are daily substitutes employed to temporarily replace an absent employee and temporary/seasonal employees hired to supplement the regular work force, so long as the use of such employees does not deny and/or abridge the contractual rights herein granted to employees.
  4. This provision shall not restrict the Employer's right to sub-contract bargaining unit work as provided by law or as provided above.

- E. No non probationary employee shall be disciplined, reduced in rank or compensation without just cause.
- F. No documentation of any complaint made by a parent, student or administrator directed toward an employee shall be placed in the personnel file of the employee unless the employee has been notified in writing at least three (3) workdays in advance. Any complaint being placed in the personnel file shall be fully investigated and substantiated prior to placement in said personnel file, with notification to the Association President. Any such documentation shall minimally contain the date of the complaint, the nature of the complaint, the name of the person(s) making the complaint and the name of the person authorizing the documentation be placed in the personnel file. The person authorizing placement of the documentation in the personnel file shall have the responsibility to notify the employee in accordance with the terms of this provision. Resolution of complaints shall be included in the personnel file. The employee may provide a rebuttal within five (5) work days of receipt of documentation.
- G. According to the provisions of law, MCL 423.501 *et seq.*, the district shall maintain one official personnel file for each employee. The employee's supervisor may maintain building level files. The employee shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review.

## **ARTICLE VI**

### **FINANCIAL RESPONSIBILITIES**

Upon signed authorization of the employee, the Employer agrees to deduct from the wages of that employee and make appropriate remittance for any MESSA, MEA-FS, or MEA sponsored programs including MEA-FS tax-deferred annuities. Payroll deduction shall also be available for United Way, Best Financial Credit Union, and any other programs jointly approved by the Association and the Board.

## ARTICLE VII

### EVALUATION OF EMPLOYEES

- A. The evaluation of employees shall be primarily based on how well he/she completes and/or perform those duties to which he/she is assigned. Formal observation, when appropriate, shall be conducted with the employee's knowledge. This shall not preclude informal observations.
- B. Evaluations shall be by the employee's immediate supervisor at least once every two (2) years. Under no circumstance shall a member of the bargaining unit evaluate other employees or shall a bargaining unit employee be evaluated by immediate family. The evaluation instrument is attached to this Agreement as Appendix B-G. The specific criteria used is available to the employee in the appropriate handbook.
- C. All evaluations shall be reduced to writing and a copy be given to the employee within ten (10) days of the evaluation. If the employee disagrees with the evaluation, he/she may submit a written response within 10 days, which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the employee is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- D. Following each formal evaluation, which shall include a conference with the evaluator, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. An employee may submit additional written comments within 10 days which shall be attached to the written evaluation if he/she so desires. All written evaluations with applicable attachments are to be placed in the employee's personnel file.
- E. Prior to the completion of the probationary period, an evaluation of the employee's work shall be completed, following the procedures of this provision.
- F. Each employee's evaluation shall include at the conclusion of the report, the statement; "Considering all factors, the work performance of this employee is satisfactory \_\_\_\_\_, needs improvement \_\_\_\_\_, or unsatisfactory \_\_\_\_\_ (check one)".
- G. Appeal of Rating

Employees who feel that ratings are unjust may request a conference with the rating officials for discussing same. Should no agreement be reached the employee may request that his/her representative and the Superintendent and/or designee be called into the conference.

## ARTICLE VIII

### SENIORITY

A. Seniority shall be defined as the length of continuous service within the District as a bargaining unit employee. Accumulation of seniority shall begin from the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations.

B. Probationary Period:

All new employees shall be placed on probation for a period of sixty (60) working days. The Superintendent and/or designee may extend the probationary period for up to an additional sixty (60) working days with the agreement of the Association.

Probationary employees may be discharged with or without cause during the probationary period.

1. Probationary employees shall be evaluated prior to the completion of the probationary period.
2. If a probationary employee is discharged or the probationary period is extended, the Employer shall notify the Association at least two (2) workdays prior of its intent to take such action.
3. Probationary period does not apply to summer grounds and maintenance crews or temporary employees and they shall accrue no seniority rights. Permanent employees working temporarily in another classification which has been posted as such shall accrue seniority rights in that classification.
4. If, at the end of this period, the probationer's work is satisfactory, he/she shall be considered to be a regular employee and seniority shall revert to the first day he/she worked.

C. Employees shall accrue seniority on a pro-rated basis as follows:

- Less than 2.9 hours per day – ½ time
- 3 hours and above per day – full time

D. Seniority shall be listed as District, department and classification wide. An employee may accumulate seniority in a given department and classification only during such period(s) as he/she is assigned in that department and classification. Therefore, if an employee has been assigned in more than one (1) department and classification and has not been continuously employed in the different departments and classifications throughout his/her employment since his/her first working day in the bargaining unit, seniority rights shall be determined by the bargaining unit employee's accrued active assignment seniority. Seniority accrued in one department and classification shall not be applicable or transferable into another department.

- E. The classification and duties for each position shall be as mutually agreed in the employee handbook for each classification.

There shall be the following departments with the respective job classifications in each department.

Building and Grounds Department

1. Head Custodian-Maintenance/Grounds-Maintenance
2. Custodian/Groundskeeper
2. Custodian/Laundry

Transportation Department

1. Bus Mechanic
2. Bus Driver

Food Service Department

1. First Cook
2. Second Cook
3. Food Service Worker
3. Food Service Worker/Driver

Secretarial/Clerical

1. Administrative Assistants
2. Clerks (including Copy Clerk & Library)
3. Dispatcher/clerk

Educational Program Technicians

1. Instructional Technicians
1. Interpreters
2. Library Technicians
3. Special Skills Student Assistants

Paraprofessionals

1. Teacher Assistants/RTI
1. Teacher Assistants/HCA
1. Teacher Assistants/Intensive Support

\* The District maintains 3 classifications within the paraprofessional department – (1) TA/RTI, (2) TA/HCA, and (3) TA/Intensive Support. By mutual agreement, Administration and the Association will determine classification based on a review of the ASD/IRR/ECSE placement or child's Individualized Education Plan. If mutual agreement cannot be reached, the District will determine the employee's appropriate classification.

The employee will have the right to request a redetermination after sixty (60) work days. Classification placement is not subject to the grievance procedure.

Student Supervisors

1. ISS Supervisor (MS & HS)
2. Student Supervisors

Interpreters

1. Certified
2. Non-Certified

- F. In the event that more than one individual employee has the same starting date of work, position on the seniority lists shall be determined by the last digit of the employee's social security number, (zero (0) shall mean ten (10)). If the last digit is the same, then the second last digit will be used, etc. The individual bargaining unit member who has

the highest last digit of the employee's social security number, as defined above, shall have the higher position on the seniority list.

- G. No person other than an employee shall possess or exercise seniority within the bargaining unit. However, an employee who returns to this bargaining unit after servicing the Orchard View School District in a supervisory position shall retain all previously accumulated service credit as seniority in the bargaining unit for three years after the promotion.
- H. The Employer shall prepare and maintain the seniority list with revisions and updates prepared annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association no later than October 5<sup>th</sup> each year of this Agreement. Any objections to the list shall be forwarded to the Association and Employer by December 5<sup>th</sup>. Thereafter, the list shall be final and conclusive.
- I. Seniority shall be lost by an employee upon termination for just cause, resignation, retirement or quit.
- J. Accumulation and Loss of Seniority: An employee who is absent from work because of job related injury shall suffer no loss of, or non-accrual of seniority during such absence.
- L. Non-Accumulation: An employee on an unpaid leave of absence (except for medical purposes) or on layoff shall retain all seniority accrued prior to the leave or layoff, but shall not accrue additional seniority until he/she returns or is recalled to active employment.



## ARTICLE IX

### REDUCTION IN PERSONNEL

- A. When a reduction in personnel is necessary, the position to be eliminated shall be identified and that employee notified of layoff.
- B. Employees shall have at least ten (10) working days advance notice of layoff.
- C. Laid off employees may bump into the same classification or a lower classification held by a less senior employee in their same department provided they are qualified for the duties of the remaining positions. Once a bargaining unit employee invokes his/her seniority to bump into another bargaining unit position, said position shall be considered an open position, and any other bargaining unit employee with more seniority shall have the first right of refusal of the position prior to its award. To expedite the situation, the Job Auction clause in Article X, may be utilized if affecting more than one individual.

However, if there is only one (1) less senior employee that can be bumped within the affected classification and that position has fewer hours, laid off employees may bump a less senior employee in any other classification in which said employee has seniority. The employee exercising bumping rights shall do so within five (5) working days of the notice of layoff by written notification to the Employer.

- D. Employees shall be recalled in inverse order of layoff to a position in the same classification or lower classification for which they are qualified and provided notice by certified or registered mail at the last known address. Recall notices shall be forwarded at least ten (10) working days in advance of the effective date of recall. The Employer may fill the position on a temporary basis pending the recalled employee's return. The employee shall report to work per notice of recall. Employees who decline recall to a position for which they are qualified and of equivalent hours to their former position shall forfeit seniority rights.

Employees who decline recall to a lower classification or fewer hours, shall retain recall rights. New hires, probationary or temporary employees (except as provided by this Agreement) shall not be employed until all employees in that classification have been recalled.

- E. A laid off employee shall, upon written request, be granted priority to substitute or temporary work based upon seniority in the same classification or lower classification provided they are qualified to perform duties.
- F. Laid off employees may continue fringe benefits by making timely premium payments in accordance with COBRA.
- G. Employees shall remain on the layoff list for two (2) years from the date of layoff. It is the employee's responsibility to notify the District with updated/current address information during this period.
- H. Exempt from layoff shall be the President and President-Elect of the Association, provided they are qualified for any other position. The above-mentioned employees may bump into the same classification or a lower classification held by a less senior employee in their same department provided they are qualified for the duties of the position.

However, if they are only more senior employees, the above mentioned employees have the right to bump the employee one step up on the seniority list above them.

## ARTICLE X

### VACANCIES, PROMOTIONS, QUALIFICATIONS AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of its employees. All changes in assignments will be based on seniority and qualifications of the employee. It is understood that employees within a classification already meet the qualifications of that classification.
- B. A vacancy is a new position, or position vacated by termination, resignation, transfer, or retirement.
- C. A support staff position will be re-posted if the district needs to increase/decrease the position's hours by at least 15 minutes. The district will only re-post the support staff position if the scheduled hours are adjusted by 30 minutes; the position is not increasing or decreasing in hours.
- D. Employees within the classification and the Association President will be notified in writing of the existing vacancy. Five (5) workdays after the notification a job auction will be held using the following procedure:

#### Job Auction Procedure:

Job Auction dates and times must be mutually agreed upon. If mutual date/time is not reached, the District will post the positions.

1. All posted positions will be listed.
2. By order of seniority, each employee will be given his/her choice of listed positions. An updated seniority list will be created in cooperation between the Association and the Administration at least three (3) days prior to the beginning of the auction. Any questions regarding seniority shall be resolved prior to the commencement of the job auction.
3. If a "new" position is opened at the auction, because a listed position was taken, the "new" position will be listed and Step 2 will be repeated.
4. Each person may pass as often as they wish, until everyone passes. Step 2 will be repeated as a final check procedure. If everyone passes on this "check" round, the job auction will be considered over. If a position is taken on this "check" round, then the process continues and Step 3 is repeated until everyone passes on the "check" round.
5. If a person leaves the job auction without permission, he/she will forfeit the right to transfer to any of the listed positions and any "new" position listed after his/her departure. If his/her position does not become part of the job auction, they will maintain their current position.
6. Only affected bargaining unit employees will be allowed to attend the job auction, with the exception of the Association leadership, Superintendent, Assistant Superintendent, Human Resource Coordinator, and the Director of Business and Finance.
7. The Association and the Administration will sign off on the job auction results at the end of the auction. Said results will be final.

A vacancy that exists after the job auction will be posted in each building for at least five (5) working days. The Association President shall be provided a copy of the posting.

During the summer each bargaining unit employee will be mailed a copy of the posting and the posting will be published on the District's website.

- E. Selection for the vacancy shall be made by the employer on the basis of qualifications, and seniority in the classification. All positions shall be awarded in a timely manner. The parties agree that the position shall be awarded to the most senior applicant from within the classification. If there is no applicant from within the classification, then the job shall be awarded to the most senior applicant from within the department, provided the applicant is qualified as defined in the handbooks. If no one from the department applies, the most qualified candidate from the remaining departments will be awarded the position provided that he/she meets or exceeds the qualifications of all other applicants.

When an employee is on an approved leave of absence, and therefore cannot immediately fill the vacancy claimed during a job auction, another member of the bargaining unit, in accordance with seniority, may substitute in that position until such time that the employee who claimed the vacancy during the job auction, returns to work. This process would be continued until there was only one remaining temporary opening. Said remaining opening would be filled by a substitute from outside of the bargaining unit, provided there is no bargaining unit member on layoff in the classification.

- F. A temporary vacancy shall be a vacancy of twelve (12) weeks or less. Temporary vacancies shall first be offered to employees, qualified to perform the duties, based on seniority. In the event that no bargaining unit employee possesses the skills necessary to perform the duties of the temporary position, the temporary vacancy may be filled in a manner at the Employer's discretion. Temporary vacancies shall only exist after the employee is absent for more than three weeks and is expected to be absent longer.

Once the parties are aware that a position will be vacant for twelve (12) weeks or more, said position will be posted according to the guidelines of the Agreement. The vacancy that exists at the end of this process may be filled by a substitute for a period not to exceed (6) months, provided there are no bargaining unit employees on layoff in the classification.

- G. Involuntary transfer not related to reduction of personnel shall be based on cause.

- H. Any employee awarded a position in a different classification shall be given a 30 work day trial period in which to show his/her ability to perform the new job. The employee shall be given reasonable assistance to enable him/her to perform up to the standards of the new position. If the employee is unable to demonstrate ability to perform the work required, or decides to return to his/her former position during the trial period, the employee shall be returned to their former position and the open position shall be reposted.

- I. Temporary employees working in a higher classification will be paid at the higher rate of pay after one (1) week in the higher classification.

- J. Extra Duty Assignments (Schedule B) – All vacant extra assignments shall be posted. All qualified applicants for the positions, from within the bargaining unit, shall be interviewed. After all interviews have been completed, for each assignment, the assignment shall be awarded to the best qualified teacher applicant. If there is no teacher applicant, the assignment shall be awarded to the best qualified bargaining unit applicant in the OV-

MESPA bargaining unit. If two or more applicants are equally qualified, the most senior applicant shall be selected.

## ARTICLE XI

### WORKING CONDITIONS AND WORKING SCHEDULES

- A. The Employer will make every effort to maintain a safe working environment. The employees will bring hazardous or unsafe conditions to the attention of the Employer. Where hazardous conditions exist that present an extreme threat to the employee, the employee shall not be forced to perform the work until the hazard subsides. The Superintendent and/or designee shall make the final decision regarding weather conditions and/or the conditions of buses, roads or other concerns raised as to whether a bus driver will drive their route or trip as assigned.
- B. School Closure, Dismissal or Delay. In general when the facility is closed, activities are cancelled except daycare, township library and other activities determine by the superintendent and/or designee. Those who need to report to work will be notified in a timely matter. In order to staff events during these times, the overtime language will be followed (Article XII, G).
1. When an Act of God or an Employer directive causes the closing of a school or other facility of the Employer, the bargaining unit employees, excluding Head Custodians, shall be excused from reporting to duty without loss of pay. Head Custodians may be required to report to work for (4) four hours and will be paid at time and one half (not in addition to regular time paid).
  2. If school is cancelled after employees have reported for work or after students have reported, employees may be dismissed by Central Office Administration and excused from work with no loss of pay.
  3. If, due to inclement weather or mechanical failure, it is necessary to delay the opening of school, all employees shall suffer no loss of pay and will not be required to work. If an employee is already at work, he/she will utilize comp. Time to cover hours worked. 1<sup>st</sup> and 2<sup>nd</sup> Cooks, who need the hours in order to be ready to feed the students will be compensated at a rate of time and a half.
  4. Bargaining unit employees requested to report for work when a school or other facility is closed under this provision for emergency reasons, shall be compensated at additional straight time for hours worked.
- C. For emergency health issues, where the building is not closed and more staff are needed, the District shall follow the District wide overtime procedure in Article XII, G.
- D. Bargaining unit employees will be informed by a building administrator or supervisor of student medical conditions that may require an emergency response. Training in the emergency response procedures will be provided yearly and may be required based on classification and need.
- E. The Association shall be consulted regarding the planning of in-service sessions for that year.

- F. Bargaining unit employees who will be responsible for a special needs student will be given the opportunity to participate in the IEP for that student.
- G. All affected bargaining unit employees will be provided IEP information, within the parameters of confidentiality.
- H. The union president and/or designee shall be a member of any District committee that impacts or affects MESPA support personnel.
- I. The Interpreter will work on days the student assigned is in school. If the employee shows up and the student is absent, the employee will be compensated for one (1) hour of pay and sent home. The employee may need to work additional hours based upon the need by the District for the student involved.
- J. Bargaining unit employees will have access to technology during the workday if their work requires the use of a technology device.
- K. Where there is a need for overnight trips, where transportation is not needed for the entire time (i.e. group on trip stays over at a hotel, etc.). Rather than shuttling the trip, the drivers will stay with the overnight trip and be provided a hotel room, if applicable, to stay over. The driver will not be paid when he/she is not driving during the time of the trip.

For Custodian/Maintenance staff who are required to drive a trailer for overnight trips, they will be compensated for their drive and/or work time and be provided a hotel room, if applicable, to stay over. The custodian will not be paid when he/she is not driving or working.

This section only applies to overnight trips and does not set precedence for other situations that might arise.

## ARTICLE XII

### WORK WEEK AND WORK HOURS

- A. The work week of regular full-time employees shall be forty (40) hours and shall not exceed five days per week.
- B. The normal work day schedule for all employees shall be established by the Employer, based on the Employer's determination of the needs and resources of the District. All job postings shall contain the position's work day schedule. Work schedules with the number of work weeks, and starting and ending dates for each position, shall be provided annually to the Association by July 15 for the current work year.
- C. Saturday maintenance will be handled on an overtime rotation basis on an as needed basis. Any person who has seniority in the Head Custodian classification will be considered for this overtime basis. Any person not wishing to be on this list must submit a request in writing to the Superintendent and/or designee. This Saturday overtime will be paid at the Head Custodian rate.
- D. All employees employed four (4) hours per day or more shall be entitled, at his/her option, to one (1) duty free unpaid lunch period per each day worked of no less than thirty (30) consecutive minutes. Such lunch period shall be mutually agreed upon between the employee and his/her supervisor. In buildings with one custodian, the Superintendent and/or designee shall have the right to extend the lunch period to provide eight (8) hours of custodial coverage during the day.
- E. Employees shall be granted fifteen-minute paid rest breaks depending on the daily regular number of hours consecutively worked as follows:
- |  |          |
|--|----------|
| More than six (6) hours                            | 2 Breaks |
| Between six (6) and three and one half (3 ½) hours | 1 Break  |
| Less than three and one half (3 1/2) hours         | No Break |
- F. Exceptions to paragraph A can be made to allow flexible schedules with agreement among the employee, the affected supervisor(s), and the Association, provided vacation, holiday pay and other paid leaves of absence are worked out equitably.
- G. All overtime/comp time must be approved by the supervisor. Overtime shall be paid at a rate of one and one half (1.5) times the employee's hourly rate for all working hours in excess of forty (40) hours per week. Upon approval of the supervisor, compensatory time in lieu of overtime may be taken within one pay period of the overtime being worked. Time and one-half (1.5) shall be paid for Saturday work if not part of the employee's normal work schedule (i.e., a five (5) day work week such as Tuesday to Saturday) except for bus drivers, who will be paid straight time for the first eight (8) hours and time and a half for anything over 8 hours on Saturday. Double time shall be paid for Sundays and holidays if not part of the employees normal work schedule (i.e., five-day work week such as Sunday through Thursday).



## ARTICLE XIII

### PHYSICAL EXAMINATIONS

- A. Bus drivers shall be examined annually prior to September by a physician or facility designated by the employer to determine their fitness to drive a school bus as per state mandates. The cost of the examination will be paid by the Employer. Additionally, the employer may require a physical or psychological examination of the bus driver any time during the year. The Employer may require a second examination to be conducted by its designated doctor for which it will pay the full cost. The employee shall be furnished a copy of the report in each case.
  
- A. The provisions of the Article shall not be construed to limit or otherwise affect the ability of the Employer to require medical examinations in any other circumstances.

## ARTICLE XIV

### VACATIONS

A. Full year, 52 week employees shall receive vacation days according to the following schedule:

1. End of probationary period through 4 years	10 days
5 – 10 years	15 days
11 – 15 years	20 days
16 +	25 days

Employees who have worked five (5) or more years will be eligible for their increase in vacation days at the beginning of the school year in which their seniority date falls. Vacation days will be awarded as of July 1<sup>st</sup> of each year.

B. Employees who work less than four (4) hours shall not be eligible for vacation.

C. Vacation Schedules

The principal and Superintendent and/or designee shall be responsible for approving vacation schedules. It is recommended that vacation requests are submitted one week in advance.

D. Vacation Time

One week of unused vacation time may be carried over into future years.

E. Resignation of Employment

An employee who resigns from his/her employment in the course of the year will be entitled to his/her accumulated vacation benefit, only if he/she has been employed by the District for one full year and has given not less than (2) two weeks' notice of the resignation of employment.

## ARTICLE XV

### PAID HOLIDAYS

A. Employees shall receive the following holidays with pay.

1. Day before New year's Day
2. New Year's Day
3. Good Friday
4. President's Day
5. Martin Luther King Day
6. Memorial Day
7. Independence Day
8. Friday Before Labor Day
9. Labor Day
10. Thanksgiving Day
11. Day after Thanksgiving Day
12. Day before Christmas Day
13. Christmas Day
14. Floating Holiday as deemed by the Calendar within the Agreement (Currently the Wednesday before Thanksgiving)

Employees scheduled to work or are on an approved paid leave either the day before or the day after any of the holidays listed above shall be paid for that holiday.

Should July 4th fall on a Saturday, the preceding Friday shall be a paid holiday. Should July 4th fall on a Sunday, the following Monday shall be a paid holiday.

B. In addition, less than 52 week employees shall be paid for all break days Christmas Break, Spring Break and/or Mid-Winter Break.

C. Whenever Christmas or New Year's Day falls on Sunday, the Friday immediately preceding the holiday and the Monday that immediately follows the holiday shall be paid holidays. Whenever Christmas or New Year's Day falls on a Saturday, the Thursday and Friday that immediately precede the holiday shall be paid holidays.

D. No other vacation holiday will be allowed except on written notice from the Superintendent and/or designee.

E. Holidays which fall outside of the employee's regular work week:

1. Some employees in the OV-MESPA bargaining unit may have working schedules that fall outside of the normal regular work week of Monday through Friday.
2. In different calendar cycles, the paid holidays noted in Article XV of the Agreement between the parties, may fall outside of such employee's work week.
3. In those situations, the parties agree, that the employee will still receive all paid holidays as listed in Article XV. However, due to the employee's work week, such holidays that fall outside of the employee's work week will be scheduled within that employee's work week.
4. The scheduling of such holidays will be by mutual agreement of the employee and the District.

5. This is not intended to change the provision of Article XV, C regarding holidays that fall on weekends. However, if the observed holiday time were to fall on a Monday, as an example, an employee covered under this working a Tuesday through Saturday schedule, would schedule said Monday observed holiday during his/her scheduled workweek, with agreement of his/her supervisor

## ARTICLE XVI

### PAID LEAVES

#### A. Sick Leave

1. An employee employed for the calendar year shall be granted full salary to the extent of twelve (12) days each year for absence due as detailed below. An employee employed for the school year shall be granted full salary to the extent of ten (10) days each year for absence due as detailed below. Proportionate allowance shall be made for new employees employed for a portion of the year or employees who work less than their full year at a rate of one (1) day per month worked.

The purposes for which such sick leave may be used are as follows:

- a. Illness or disability of the employee
- b. Illness in the immediate family in the employee's household, or outside the employee's household. Immediate family is defined as the employee's mother, father, son, daughter, grandchildren and spouse, including step children. Use for other family relations outside the household may be approved by the building principal and a central office administrator when in their judgment it is warranted up to five (5) days.
- c. An employee may take one sick day for funeral or memorial service where the relationship so warrants.

NOTE: Sick leave for bus drivers may be used on an hourly basis.

2. The unused portion of the sick leave at the end of any year shall be credited to the following year without limit. Sick leave shall be used and accrued at the number of hours worked on a daily scheduled basis when granted.

Sick Leave Severance Incentive - For any employee who works six (6) or more hours per day with 15 or more years of service, an amount equal \$55.00 will be paid for each unused sick day accumulated by the employee. Employees who work between five (5) hours and five (5) hours and fifty-nine (59) minutes per day will receive forty-five dollars (\$45) per unused sick day at retirement from the District. Payments shall be made within thirty (30) days of resignation or retirement and be paid into each employee's 403(B) account through MEA Financial Services. Such payments will constitute Employer contributions under 403(B) of the Internal Revenue Code (IRC). Bargaining unit employees must give two (2) weeks notice of retirement to the Superintendent in writing. Employees who have been discharged are not eligible.

3. Per FMLA, accumulated sick leave must be used by a bargaining unit employee for the purpose of parental leave

#### B. Michigan Paid Medical Leave Act

In accordance with the Michigan Paid Medical Leave Act ("MPMLA"), MCL 408.961 et seq., an eligible non-exempt (hourly) employee may use up to forty (40) hours of paid medical leave for any of the following for the employee or a family member per fiscal year:

1. Mental or physical illness, injury, or health conditions, including related medical diagnosis, care, treatment, or preventative medical care.
2. For a victim of domestic violence or sexual assault, any related medical care or counseling; victim services or legal services; judicial proceedings or relocation
3. For closure of the employee's primary workplace by order of a public official; for an employee's need to care for a child whose school or place of care has been closed by order of a public official; or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease

A family member includes a child, parent, spouse, grandparent, grandchild, or sibling as defined by the MPMLA. This provision shall be interpreted and applied consistent with the MPMLA, and shall not provide greater benefits than that allowed by the statute.

To be eligible, the non-exempt (hourly) employee must be employed for more than 25 weeks in a calendar year, worked an average at least 25 hours per week during the immediately preceding calendar year.

#### C. Personal Leave

At the beginning of every school year, each employee working three (3) hours or more per day shall be credited with two (2) days to be used for the employee's personal business. For those employees working less than three (3) hours per day, one (1) day shall be credited to be used for the employee's personal business. Any employee planning to use a personal leave day(s) shall notify the Superintendent and/or designee at least one (1) day in advance. Such time, if not used will accumulate as personal days up to the maximum of five (5), then will convert to sick leave.

NOTE: Personal leave for bus drivers may be used on an hourly basis.

#### D. Bereavement Leave

1. Up to five (5) days off for death in the family not deducted from sick leave for the following members of the employee's family in or out of his/her home: husband, wife, son, daughter, mother, father, brother, sister, grandchildren, mother-in-law, father-in-law, including step children and step parents.
2. Up to two (2) days, not deducted from sick leave shall be granted for the death of the employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, and grandparents-in-law.
3. Up to one (1) day, not deducted from sick leave shall be granted for the death of an aunt or uncle (including in-laws), niece and nephew.
4. Additional days may be granted by the Superintendent, or designee, upon request from the bargaining unit employee using from their sick leave bank.

E. Union Leave

Leave days time for union business will be available upon request of the Union President to the Superintendent. It is the intent of both parties that such leave time will continue to be approved as in the past. The Union agrees to accept the responsibility for the substitute(s) pay and the employees' retirement contributions as required under Michigan law.

The Association shall be allowed to hold a one (1) hour back-to-school luncheon at the beginning of the school year at the District provided bargaining unit employees are not paid for attending the luncheon. Bargaining unit employees scheduled to work during the luncheon shall be allowed to make up the time spent in attendance at the luncheon.

F. Jury Duty

An employee called to jury duty shall receive regular daily pay minus any jury duty pay. An employee subpoenaed as a witness in a case which he or she is not a party or where testifying on behalf of the District shall be compensated for those work hours missed because of such testimony. If the employee is released prior to the end of his/her shift, the employee shall contact the supervisor, to determine whether the employee shall return to work.

- G. An employee who has exhausted accumulated sick leave may use personal business leave days or accrued vacation days for sick leave purposes contiguous to and consecutive from the last day of sick leave.

G. Communicable Disease

In the event a bargaining unit member comes in contact with a student or employee having a communicable disease (such as lice, pink eye) and contracts the disease, the illness shall be deemed to have occurred in the course of the bargaining unit member's employment and any resulting absences shall be allowed as fully paid leave including all fringe benefits and shall not be charged against the bargaining unit member's accumulated sick leave for up to two (2) days. (This clause does not include flu/colds).

- H. An employee who is eligible for the negotiated Long Term Disability Insurance or purchased Short Term Disability Insurance will not be charged for sick leave once they have qualified for the benefit.

## ARTICLE XVII

### UNPAID LEAVES OF ABSENCE

- A. Requests for leaves of absence shall include the reason for the leave along with notification of the anticipated beginning and ending dates of said leave.
- B. An employee returning from leave of absence shall be reinstated to the same position he/she held when leave began. If the position no longer exists the employee may exercise his/her seniority rights and "bump" into a position as provided under Article IX, paragraph C. At least thirty (30) days before the date a leave is scheduled to expire, the employee shall notify the employer of his/her intent to return to work.
- C. Unpaid leaves shall be granted for the following purposes:

1. Parental/Child Care - A leave of absence shall be granted to any employee for the purpose of child care for up to six (6) months, inclusive of FMLA Leave. Said leave shall commence upon request of the employee to care for a newborn, newly adopted or seriously ill child.

Likewise, the employee may terminate the leave any time after the birth of the child provided that the employee is physically able to perform her work responsibilities. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the employee. Nothing in this Article shall prevent any employee from taking both sick leave and child care leave consecutively for the birth and/or care of a child.

2. General Leave - Leaves of absence without pay or benefits up to one (1) year in duration may be granted on a case-by-case basis upon written request from an employee without the loss or the accumulation of seniority, at the discretion of the Superintendent.
3. Sick/Disability Leave - An employee who is unable to work because of personal illness or disability and who has exhausted all paid leave available shall be deemed on leave of absence without pay for up to 1 ½ years.
4. Military Leave - Any bargaining unit employee who enters military duty in any branch of the armed forces of the United States shall be entitled to all rights and privileges as prescribed by applicable state and/or federal statutes. Bargaining unit employees on military leave shall be given the benefit of any increments, seniority, and sick leave allowances which would have been credited to them had they remained in active service to the school.

D. FMLA

Bargaining unit employees may take leave pursuant to the Family and Medical Leave Act. Such leave may commence for any qualifying absence under the Act lasting more than three (3) consecutive calendar days and any subsequent treatment or incapacity relating to the initial condition. Said FMLA leave shall be retroactive to the first day of absence. Applicable paid leave shall be concurrent with FMLA leave.



## ARTICLE XVIII

### FRINGE BENEFITS

- A. The Employer shall contribute the maximum hard cap amount authorized by the State Treasurer for medical benefit plan years for a full twelve (12) month

These annual maximum hard cap paid amounts shall adjust annually at the beginning of each plan year to the maximum payments permitted by law.

For employees who enroll in the MESSA ABC plan the Employer shall contribute the cap contribution into their Health Equity HSA on or about January 1<sup>st</sup>. If the employee leaves the District's employment before December 31<sup>st</sup>, the District may deduct 1/12<sup>th</sup> of the District's HSA contribution, for each month the Bargaining Unit Employee leaves employment prior December 31<sup>st</sup>, from the employee's regular payroll. The District may recoup the contribution from the employee or may seek to recoup the contribution through other legal means.

The remainder of the total cap contribution shall be paid towards the cost of the MESSA medical plan premium. The remaining cost for the employee's elected medical plan premiums shall be paid by the employee.

Employees who enroll in a Choices medical plan shall have the entire Employer Hard Cap contribution paid towards the MESSA medical plan premium

The employee's premium contribution will be payroll deducted, in equal biweekly amounts from each paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The Employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ.

Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed by Federal law.

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.

- B. The Employer shall sign an Employer Participation Agreement.
- C. New employees needing insurance will have the choice of either the Choices Plan or the Essentials by MESSA Plan. An open enrollment period will be held November 1 through November 30, unless otherwise mutually agreed upon, with an effective date of January 1. During this time, employees may choose from the three (3) MESSA medical plans listed below. The District shall notify all support staff member in writing in October when the Open Enrollment Period begins and ends each year. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

D. Employees working 30 hours per week during the school and/or calendar work year not electing MESSA-PAK Plan A will have the option to select MESSA-PAK Plan B. Any contribution amounts exceeding the Employer's subsidy shall be payroll deducted.

E. **For employees needing health insurance:**

CHOICES	Saver RX Office Co-Pays \$20.00 Deductible \$500/\$1000
Long Term Disability	66 2/3% Plan II 90 calendar day modified fill \$5,000 maximum Social Security Freeze Acl/drug and men/nerv same as any other illness Social Security Offset: Primary
Delta Dental Plan	E/007 (80/80/80/;\$5,000); COB, Adult Ortho Rider
Negotiated Life	\$45,000 AD&D and WOP
Vision	VSP – 3 Plus P 250CL

OR

ESSENTIALS	Deductible \$375/\$750 20% Coinsurance OL/OV/SV \$10/\$25/\$50 UC/ER \$50/\$200 RX: Essentials by MESSA
Long Term Disability	66 2/3% Plan II 90 calendar day modified fill \$5,000 maximum Social Security Freeze Acl/drug and men/nerv same as any other illness Social Security Offset: Primary
Delta Dental Plan	E/007 (80/80/80/;\$5,000); COB, Adult Ortho Rider
Negotiated Life	\$45,000 AD&D and WOP
Vision	VSP – 3 Plus P 250CL

OR

***The ABC Plan can only start in January.***

ABC Plan1                      Deductible \$1500/\$3000 starting 1/1/23 per IRS Regulations  
  (which is the amount participants pay before health plan pays)  
  Deductible is fully funded by the district  
  No co-pay after deductible has been met

Long Term Disability 66 2/3%  
  Plan II  
  90 calendar day modified fill  
  \$5,000 maximum  
  Social Security Freeze  
  Acc/drug and men/nerv same as any other illness  
  Social Security Offset: Primary

Delta Dental Plan            E/007 (80/80/80/;\$5,000); COB, Adult Ortho Rider

Negotiated Life                \$45,000 AD&D and WOP

Vision                            VSP – 3 Plus P 250CL

**F. For employees not needing health insurance and electing Plan B, must provide the Employer, each year during the open enrollment period, annual proof of minimum essential coverage through another provider.:**

Delta Dental Plan            E/007 (80/80/80/;\$5,000); COB, Adult Ortho Rider  
Negotiated Life                \$50,000 AD&D and WOP  
Vision                            VSP – 3 Plus P 250CL  
Long Term Disability 66 2/3% same as Plan A

Additionally, those selecting Plan B shall be paid \$300.00 per month which may be used toward tax sheltered annuity per Section 125 Plan. If the OVEA increases the cash in lieu of insurance amount, the OVESP group will receive the same increase.

G. For employees who are receiving benefits as of July 1, 1998, and who continue to work at least four (4) hours per day shall receive Plan A or Plan B.

H. In the event the employee is terminated, resigns during the school year, or dies, the insurance shall be continued until the employee has received the pro-rata portion of the twelve (12) months insurance year earned at the time of termination.

I. If the District's funding changes (by 10%), the administration will look at and reconsider the bus driver's insurance proposal.

J. The time period for the MESSA Open Enrollment shall be Nov 1 through Nov 30 unless otherwise mutually agreed upon.

## **ARTICLE XIX**

### **INJURIES TO EMPLOYEES**

Consistent with or in addition to the requirement of the Worker's Disability Compensation Act, Bargaining Unit Employees injured on the job shall do the following:

1. Report immediately, and in any event as soon as possible, any accident or injury occurring on the premises, or while engaged in services for the Board.
2. Such reports shall be made to the appropriate supervisor, who shall there upon require the Bargaining Unit Employee to make a written report, which shall be forwarded to the Superintendent or his/her designee. In the event the supervisor is not available the report shall be made directly to the office of the Superintendent.
3. Bargaining Unit Employees receiving compensation under provisions of the Worker's Disability Compensation Act, may receive payment of salary equal to the difference between the amount received under the Worker's Disability Compensation Act and the amount being received as salary at the time of the accident. Employees will be required to use accumulated sick leave on a prorated basis and will not be considered for such payment without deduction from sick leave.

## ARTICLE XX

### COMPENSATION

Bargaining unit members may elect to receive their paychecks bi-weekly during the school year or have their pay calculated at the beginning of the school year and have it divided over 26 pay periods if their hours are consistent daily and equal to five (5) or more hours per day during the school year. This option of having their pay calculated and spread over 26 pay periods excludes Food Service Department, Student Supervisors, Transportation Department, and Educational Program Technicians. Anyone in these classifications that are currently receiving their pay calculated over 26 pays will be grandfathered.

2022-23 – Reconfigured pay scale with a 3% on scale increase or new pay scale, depending on classification. One step plus an additional step if the bargaining unit employee who are owed a step that was frozen prior to the 2023-24 school year.

Tier II – Reconfigured pay scale. Custodians 7.5% on scale increase, Administrative Assistants 5% on scale increase. One step plus an additional step for bargaining unit employees who are owed a step that was frozen prior to the 2023-24 school year.

2023-24 – 3% on scale increase. One step plus an additional step for bargaining unit employees who are owed two steps that were frozen prior to the 2023-24 school year.

Tier II – Custodians 7.5% on scale increase. Administrative Assistants 5% on scale increase. One step for all Tier II.

2024-25 – All pay scales shall be increased by the same on-scale percentage as that of the Orchard View EA unit for the 2024-25 school year. One step plus an additional step for bargaining unit employees who are owed three steps that were frozen prior to the 2023-24 school year.

Tier II – Tier II will be eliminated and all Tier II Bargaining Unit Employees will be moved to the Tier 1 pay scale. They shall be placed on the closest to, but greater than step of their 2023-24 hourly wage plus a step. All Tier II Bargaining Unit Employees shall receive the same benefit package provided under the Agreement as Tier I Bargaining Unit Employees commensurate with their classification.

In years 2 and 3 of this contract, if the OVEA receives a higher percentage increase on scale wage increase than the increases to the OVESP classification wage scales, not including step advancements, the OVESP group shall receive the same percentage on-schedule wage increase, not including step advancements, that the EA group received.

The calendar for 2022-23 will include professional development opportunities for all support staff.

When a Bargaining Unit Employee uses their personal vehicle as directed by and approved by their supervisor, they shall receive mileage reimbursement at the IRS mileage rate.

If state law allows the district to unilaterally move Bargaining Unit Employees from their ESP position to be a substitute teacher position, the affected Bargaining Unit Employee shall be paid either the substitute pay rate for the actual hours worked or their regular pay rate for the actual hours worked as a substitute teacher, whichever is greater.

Non-certified interpreters shall be paid at the rate of \$17.00 unit they become certified as defined in the Michigan Compiled Laws and known as the Deaf Persons' Interpreter Act (RID/NAD).

Tier I			22/23	23/24	24/25
			22/23	3%	3%
	2021-22	Reconfigured /New			
<b>Bus Driver</b>					
New Hire	\$17.97	\$18.61	\$19.17	\$19.74	
Step 1	\$18.61	\$19.25	\$19.83	\$20.42	
Step 2	\$19.25	\$19.93	\$20.53	\$21.14	
Step 3	\$19.93	\$20.62	\$21.24	\$21.88	
Step 4	\$20.62	\$21.36	\$22.00	\$22.66	
Step 5	\$21.36	\$22.11	\$22.77	\$23.45	
<b>Head Custodian</b>					
New Hire	\$17.33	\$17.96	\$18.50	\$19.05	
Step 1	\$17.96	\$18.58	\$19.14	\$19.71	
Step 2	\$18.58	\$19.23	\$19.81	\$20.40	
Step 3	\$19.23	\$19.91	\$20.51	\$21.12	
Step 4	\$19.91	\$20.59	\$21.21	\$21.84	
Step 5	\$20.59	\$21.32	\$21.96	\$22.62	
Step 6	\$21.32	\$22.06	\$22.72	\$23.40	
Step 7	\$22.06	\$22.83	\$23.51	\$24.22	
Step 8	\$22.83	\$23.64	\$24.35	\$25.08	
Step 9	\$23.64	\$24.46	\$25.19	\$25.95	
Step 10	\$24.46	\$25.32	\$26.08	\$26.86	
<b>Custodian</b>					
New Hire	\$16.29	\$16.88	\$17.39	\$17.91	
Step 1	\$16.88	\$17.46	\$17.81	\$18.17	
Step 2	\$17.46	\$18.07	\$18.43	\$18.80	
Step 3	\$18.07	\$18.70	\$19.07	\$19.46	
Step 4	\$18.70	\$19.35	\$19.74	\$20.13	
Step 5	\$19.35	\$20.03	\$20.43	\$20.84	
Step 6	\$20.03	\$20.73	\$21.14	\$21.57	
Step 7	\$20.73	\$21.45	\$21.88	\$22.32	
Step 8	\$21.45	\$22.21	\$22.65	\$23.11	
Step 9	\$22.21	\$22.99	\$23.45	\$23.92	
Step 10	\$22.99	\$23.79	\$24.27	\$24.40	
<b>Administrative Assistant</b>					
New Hire	\$15.49	\$16.13	\$16.61	\$17.11	

Step 1		\$16.13	\$16.75	\$17.25	\$17.77	
Step 2		\$16.75	\$17.43	\$17.95	\$18.49	
Step 3		\$17.43	\$18.11	\$18.65	\$19.21	
Step 4		\$18.11	\$18.84	\$19.41	\$19.99	
Step 5		\$18.84	\$19.62	\$20.21	\$20.81	
Step 6		\$19.62	\$20.41	\$21.02	\$21.65	
Step 7		\$20.41	\$21.20	\$21.84	\$22.49	
Step 8		\$21.20	\$22.06	\$22.72	\$23.40	
Step 9		\$22.06	\$22.96	\$23.65	\$24.36	
Step 10		\$22.96	\$23.89	\$24.61	\$25.34	
<b>Clerk</b>						
New Hire		\$13.52	\$14.05	\$14.47	\$14.91	
Step 1		\$14.05	\$14.63	\$15.07	\$15.52	
Step 2		\$14.63	\$15.20	\$15.66	\$16.13	
Step 3		\$15.20	\$15.80	\$16.27	\$16.76	
Step 4		\$15.80	\$16.43	\$16.92	\$17.43	
Step 5		\$16.43	\$17.11	\$17.62	\$18.15	
Step 6		\$17.11	\$17.78	\$18.31	\$18.86	
Step 7		\$17.78	\$18.50	\$19.06	\$19.63	
Step 8		\$18.50	\$19.23	\$19.81	\$20.40	
Step 9		\$19.23	\$20.01	\$20.61	\$21.23	
Step 10		\$20.01	\$20.81	\$21.43	\$22.08	
<b>ISS</b>						
New Hire		\$12.32	\$13.11	\$13.50	\$13.91	
Step 1		\$13.11	\$13.31	\$13.71	\$14.12	
Step 2		\$13.31	\$13.86	\$14.28	\$14.70	
Step 3		\$13.86	\$14.40	\$14.83	\$15.28	
Step 4		\$14.40	\$14.97	\$15.42	\$15.88	
Step 5		\$14.97	\$15.60	\$16.07	\$16.55	
Step 6		\$15.60	\$16.22	\$16.71	\$17.21	
Step 7		\$16.22	\$16.85	\$17.36	\$17.88	
Step 8		\$16.85	\$17.55	\$18.08	\$18.62	
Step 9		\$17.55	\$18.23	\$18.78	\$19.34	
Step 10		\$18.23	\$18.96	\$19.53	\$20.11	
<b>Teacher Assistant/Intensive Support</b>			<b>NEW</b>			
New Hire		\$11.21		\$15.02	\$15.47	
Step 1		\$11.66		\$15.62	\$16.09	
Step 2		\$12.11		\$16.23	\$16.71	
Step 3		\$12.60		\$16.88	\$17.39	
Step 4		\$13.12		\$17.58	\$18.11	

Step 5		\$13.65		\$18.29	\$18.84	
Step 6		\$14.19		\$19.01	\$19.59	
Step 7		\$14.76		\$19.78	\$20.37	
Step 8		\$15.34		\$20.56	\$21.17	
Step 9		\$15.95		\$21.37	\$22.01	
Step 10		\$16.59		\$22.23	\$22.90	
<b>Teacher Assistant/Health Care Assistant</b>						
New Hire		\$11.21	<b>NEW</b>	\$13.63	\$14.04	
Step 1		\$11.66		\$14.18	\$14.60	
Step 2		\$12.11		\$14.74	\$15.18	
Step 3		\$12.60		\$15.33	\$15.79	
Step 4		\$13.12		\$15.95	\$16.42	
Step 5		\$13.65		\$16.58	\$17.08	
Step 6		\$14.19		\$17.25	\$17.76	
Step 7		\$14.76		\$17.94	\$18.47	
Step 8		\$15.34		\$18.65	\$19.21	
Step 9		\$15.95		\$19.40	\$19.98	
Step 10		\$16.59		\$20.18	\$20.78	
<b>Teacher Assistant/RTI</b>						
New Hire		\$11.21	<b>NEW</b>	\$12.24	\$12.61	
Step 1		\$11.66		\$12.61	\$12.99	
Step 2		\$12.11		\$12.99	\$13.37	
Step 3		\$12.60		\$13.37	\$13.78	
Step 4		\$13.12		\$13.78	\$14.19	
Step 5		\$13.65		\$14.19	\$14.62	
Step 6		\$14.19		\$14.62	\$15.05	
Step 7		\$14.76		\$15.05	\$15.51	
Step 8		\$15.34		\$15.51	\$15.97	
Step 9		\$15.95		\$15.97	\$16.45	
Step 10		\$16.59		\$16.45	\$16.94	
<b>Instruction Tech</b>						
New Hire		\$13.51	\$14.03	\$14.45	\$14.88	
Step 1		\$14.03	\$14.61	\$15.05	\$15.50	
Step 2		\$14.61	\$15.19	\$15.65	\$16.12	
Step 3		\$15.19	\$15.78	\$16.25	\$16.74	
Step 4		\$15.78	\$16.42	\$16.91	\$17.42	
Step 5		\$16.42	\$17.06	\$17.57	\$18.10	
Step 6		\$17.06	\$17.77	\$18.30	\$18.85	
Step 7		\$17.77	\$18.48	\$19.03	\$19.61	



Step 8		\$18.48	\$19.21	\$19.79	\$20.38	
Step 9		\$19.21	\$19.97	\$20.57	\$21.19	
Step 10		\$19.97	\$20.57	\$21.19	\$21.82	
<b>Special Skills Assistant</b>						
New Hire		\$13.41	\$13.94	\$14.36	\$14.79	
Step 1		\$13.94	\$14.52	\$14.96	\$15.40	
Step 2		\$14.52	\$15.10	\$15.55	\$16.02	
Step 3		\$15.10	\$15.71	\$16.18	\$16.67	
Step 4		\$15.71	\$16.33	\$16.82	\$17.32	
Step 5		\$16.33	\$17.00	\$17.51	\$18.04	
Step 6		\$17.00	\$17.67	\$18.20	\$18.75	
Step 7		\$17.67	\$18.36	\$18.91	\$19.48	
Step 8		\$18.36	\$19.10	\$19.67	\$20.26	
Step 9		\$19.10	\$19.87	\$20.47	\$21.08	
Step 10		\$19.87	\$20.66	\$21.28	\$21.92	
<b>Student Supervisor</b>						
New Hire		\$10.26		\$11.20	\$11.54	
Step 1		\$10.67		\$11.67	\$12.02	
Step 2		\$11.11		\$12.14	\$12.50	
Step 3		\$11.56		\$12.60	\$12.98	
Step 4		\$12.00		\$13.10	\$13.50	
Step 5		\$12.48		\$13.64	\$14.05	
Step 6		\$12.99		\$14.19	\$14.61	
Step 7		\$13.51		\$14.75	\$15.20	
Step 8		\$14.05		\$15.35	\$15.81	
Step 9		\$14.62		\$15.95	\$16.43	
Step 10		\$15.19		\$16.59	\$17.09	
<b>First Cook</b>						
New Hire		\$13.29	NEW	\$14.09	\$14.51	
Step 1		\$13.56		\$14.37	\$14.80	
Step 2		\$13.82		\$14.65	\$15.09	
Step 3		\$14.11		\$14.96	\$15.41	
Step 4		\$14.39		\$15.25	\$15.71	
Step 5		\$14.67		\$15.55	\$16.02	
Step 6		\$14.96		\$15.86	\$16.33	
Step 7		\$15.25		\$16.17	\$16.65	
Step 8		\$15.59		\$16.53	\$17.02	
Step 9		\$15.88		\$16.83	\$17.34	
Step 10		\$16.20		\$17.17	\$17.69	

<b>Second Cook</b>			<b>NEW</b>		
New Hire		\$12.77		\$13.54	\$13.94
Step 1		\$13.03		\$13.81	\$14.23
Step 2		\$13.29		\$14.09	\$14.51
Step 3		\$13.56		\$14.37	\$14.80
Step 4		\$13.82		\$14.65	\$15.09
Step 5		\$14.11		\$14.96	\$15.41
Step 6		\$14.39		\$15.25	\$15.71
Step 7		\$14.67		\$15.55	\$16.02
Step 8		\$14.96		\$15.86	\$16.33
Step 9		\$15.25		\$16.17	\$16.65
Step 10		\$15.59		\$16.53	\$17.02
<b>Food Service/Driver</b>					
New Hire		\$12.30	<b>NEW</b>	\$13.28	\$13.68
Step 1		\$12.53		\$13.54	\$13.94
Step 2		\$12.77		\$13.81	\$14.23
Step 3		\$13.03		\$14.10	\$14.52
Step 4		\$13.30		\$14.38	\$14.82
Step 5		\$13.57		\$14.66	\$15.10
Step 6		\$13.83		\$14.96	\$15.41
Step 7		\$14.11		\$15.25	\$15.71
Step 8		\$14.39		\$15.56	\$16.03
Step 9		\$14.68		\$15.87	\$16.34
Step 10		\$14.97		\$16.19	\$16.67
<b>Interpreter</b>					
Certified		\$26.82		\$26.82	\$26.82
Non-Certified		\$17.00		\$17.00	\$17.00

**Note: Interpreters who are not certified as defined in the Michigan Compiled Laws and known as the Deaf Persons' Interpreter Act (RID/NAD) shall be paid at a lower rate of \$17.00 per hour until that person becomes certified.**

<b>Longevity</b>					
After 10 Years of Service		\$550.00			
After 15 Years of Service		\$700.00			
After 20 Years of Service		\$850.00			
After 25 Years of Service		\$1,000.00			

TIER II					
			2022-23	2023-24	2024-25
<b>Custodial</b>			<b>7.75%</b>	<b>7.75%</b>	<b>Eliminate</b>
Step New Hire	\$14.26	\$14.26	\$15.37	\$16.56	Tier II
Step 1	\$14.39	\$14.39	\$15.51	\$16.71	
Step 2	\$14.52	\$14.52	\$15.65	\$16.86	
Step 3	\$14.64	\$14.64	\$15.77	\$17.00	<b>Move to</b>
Step 4	\$14.77	\$14.77	\$15.91	\$17.15	<b>Tier I</b>
Step 5	\$14.90	\$14.90	\$16.05	\$17.30	
Step 6	\$15.03	\$15.03	\$16.19	\$17.45	
Step 7	\$15.16	\$15.16	\$16.33	\$17.60	
Step 8	\$15.33	\$15.33	\$16.52	\$17.80	
Step 9	\$15.43	\$15.43	\$16.63	\$17.91	
Step 10	\$15.56	\$15.56	\$16.77	\$18.07	
			2022-23	2023-24	2024-25
<b>Admin Assist</b>			<b>5.00%</b>	<b>5.00%</b>	<b>Eliminate</b>
Step New Hire	\$14.79	\$14.79	\$15.53	\$16.31	Tier II
Step 1	\$14.94	\$14.94	\$15.69	\$16.47	
Step 2	\$15.09	\$15.09	\$15.84	\$16.64	
Step 3	\$15.24	\$15.24	\$16.00	\$16.80	<b>Move to</b>
Step 4	\$15.39	\$15.39	\$16.16	\$16.97	<b>Tier I</b>
Step 5	\$15.54	\$15.54	\$16.32	\$17.13	
Step 6	\$15.70	\$15.70	\$16.49	\$17.31	
Step 7	\$15.86	\$15.86	\$16.65	\$17.49	
Step 8	\$16.01	\$16.01	\$16.81	\$17.65	
Step 9	\$16.17	\$16.17	\$16.98	\$17.83	
Step 10	\$16.34	\$16.34	\$17.16	\$18.01	

2024-25: All Tier II Bargaining Unit Employees shall be moved to the Tier 1 pay scale. They shall be placed on the step closest to, but greater than their 2023-24 pay. After being placed on the Tier 1 pay scale, they will advance 1 step.

The district may place new hire employees above the New Hire step according to the following:

- 2022-23 – No higher than step 1
- 2023-24 – No higher than step 2
- 2024-25 – No higher than step 3

**ARTICLE XXI**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2022, and shall continue in effect through June 30, 2025.

**ORCHARD VIEW BOARD OF EDUCATION**

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

**ORCHARD VIEW MICHIGAN EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION (OV-MESPA)**

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

This is an Agreement between the parties of the Orchard View Education Support Personnel Association and the Orchard View Board of Education.

Due to overwhelming confusion of the building use issue, we have met and agreed to the following:

Coaches have been authorized to use the building on Saturdays for practices as long as they have scheduled them through the Athletic Director in advance. This building use would only consist of practices, not games or scrimmages, and the exceptions as stated below. There will not be a need for a custodian, but a master schedule will need to be provided by the Athletic Director in order for the custodians to know when their will be practices in their building so that the building check can be planned around the schedule.

If there are any other events scheduled on Saturday that require a custodian to be in the building, the head custodian should be contacted at least five (5) business days in advance so that the custodian who works the "Saturdays as Scheduled" position can be notified

Only the High School Lock-In has been agreed upon for not using a custodian because the administrator will be in the building and in charge during the event. Other purposes for overnight use without a custodian may be agreed upon at a later date provided the "Building Use Committee" has agreed to this.

The "Building Use Committee" shall consist of (2) union representatives, (as appointed by the President of the Union), the Facility Supervisor and the Business Manager.

The "Building Use Committee" shall take into consideration any or all of the following details for each individual case that may come up:

1. Administrator being Present
2. Activity for Students
3. Funding

**Regarding Sunday use of the building**, the Board policy states that their will be no practices scheduled on Sunday, but if Board of Education approval is given, the Head Custodian must be notified so that the building check can be coordinated properly.

Employees may be allowed in their classrooms as long as they enter and exit through the designated door. Employees shall not bring in others to use the facilities. The Security Bars must remain on the doors. And, the custodial staff shall not be held accountable for the building being left open.

**(Signed by B.Jack Vanderwall)**

\_\_\_\_\_  
Representative – Orchard View Board of Education

3/16/05

Date

**(Signed by Trude Bushaw)**

\_\_\_\_\_  
Representative – Orchard View Education Support Personnel Association

3/09/05

Date

Approved by the ESPA Executive Board on: March 7, 2005

**Memorandum of Understanding  
between the  
Orchard View Board of Education  
and the  
Orchard View Michigan Educational Support Personnel  
and the  
Orchard View Education Association**

1. Due to the unexpected and unpredictable nature of the COVID-19 pandemic and the need to keep the school a safe place for students and staff, the parties agree to the following. All staff will report for their (contractual) work hours each morning. This will allow the district to fulfill the obligations of the current contracts and keep all staff whole.
2. If students switch to the Orchard View Personalized Learning Academy from the Face to Face instruction, all staff will be kept whole.
  - a. All parties agree to work together to develop a fair and equitable teacher instructional caseload for the Orchard View Personalized Learning Academy.
  - b. The parties agree that Orchard View Personalized Learning Academy will be staffed by OVEA professional personnel.
3. As a result of a possible movement to remote learning, instruction will be conducted by the classroom teacher and the teacher will be following the school scheduled hours and days. OVEA will have access to the assigned building as long as allowed by the Health Department and provided with appropriate PPE by the district.
  - a. This includes staff meetings, department meetings, professional learning communities, and professional development.
  - b. Staff may attend meetings virtually for those given approval through administration.
4. As a result of a possible movement to remote learning, some OVMESPA staff may be deemed essential and required to work and will have access to the assigned building as long as allowed by the Health Department and provided with appropriate PPE by the district. Non-essential workers may be assigned duties by the superintendent upon approval from the OVMESPA.
5. In the event an OVMESPA member can not monitor lunches during duty free lunch time, then an OVEA member will be asked and given the option to do so for compensation or comp time.
6. In the elementary buildings, recesses now are included as instructional time and will be held with a classroom teacher supervising the class.
7. Students with IEP's at the elementary level may be distributed unevenly to accommodate students' ability to stay in cohorts and minimize exposure to students from other classrooms while in the Special Education resource room. Students with IEP's will be placed with an emphasis on matched qualifying disabilities. Volunteering teachers may have additional students with IEP's greater than current contract language.
8. OVEA will be expected to clean used desks daily. The district will provide all appropriate PPE and cleaning supplies.

Brenda Brewer Amyla Prins

Orchard View MESPA

President

10/19/21

Date

Orchard View EA

President

10-21-21

Date

Shubin

Orchard View

Superintendent

10/13/21

Date

Memorandum of Understanding  
between the  
Orchard View Board of Education  
and the  
Orchard View Michigan Educational Support Personnel  
and the  
Orchard View Education Association

1. Due to the unexpected and unpredictable nature of the COVID-19 pandemic and the need to keep the school a safe place for students and staff, the parties agree to adjust the current bargained calendar by eliminating all the Early Release days so as to be able to plan a school day with all teachers having the same prep period in the morning. All staff would report for their normal work hours each morning, but students would not arrive until one and a half hours later. This would allow the district to fulfill the obligations of the current contracts and keep all staff whole.
2. If students switch to the Orchard View Personalized Learning Academy from the Face to Face instruction, all staff will be kept whole.
  - a. All parties agree to work together to develop a fair and equitable teacher instructional caseload for the Orchard View Personalized Learning Academy.
  - b. The parties agree that Orchard View Personalized Learning Academy will be staffed by OVEA professional personnel.
3. As a result of a possible movement back to phase 3, Remote Teaching and Learning will be conducted by the classroom teacher and the teacher will be following the school scheduled hours and days. OVEA will have access to the assigned building as long as allowed by the CDC/Health Department and provided with appropriate PPE by the district.
  - a. This includes staff meetings, department meetings, professional learning communities, and professional development.
4. As a result of a possible movement back to phase 3, some OVMESPA staff may be deemed essential and required to work and will have access to the assigned building as long as allowed by the CDC/Health Department and provided with appropriate PPE by the district.
5. The parties agree to work cooperatively in trying to reduce class sizes when possible.
6. In the event an OVMESPA member can not monitor lunches during duty free lunch time, then an OVEA member will be asked and given the option to do so for compensation.
7. In the elementary buildings, recesses now are included as instructional time and will be held with the cohort classroom and with the classroom teacher supervising the class. If indoor recess is required, students will not share materials.
8. Special teachers at the elementary buildings working on a cart instead of a classroom will be given an additional 5 minutes for passing between classrooms to disinfect their materials.
9. Students with IEP's at the elementary level may be distributed unevenly to accommodate students' ability to stay in cohorts and minimize exposure to students from other classrooms while in the Special Education resource room. Students with IEP's will be placed with an



emphasis on matched qualifying disabilities. Volunteering teachers may have additional students with IEP's greater than current contract language. PPE??

10. OVEA will be expected to clean used desks at the middle and high school after hours 1 and 2. The district will provide all appropriate PPE and cleaning supplies.
11. Any OVEA who are unable to return to work due to medical conditions that put them at high risk for COVID-19, will provide appropriate documentation to Central Office and be given first priority for the online learning positions. When able they will work on-site in the OV district.
12. OVMESPA who are unable to return to work due to medical conditions that put them at high risk for COVID will provide appropriate documentation to Central Office.
13. It is agreed that any staff member who is required to self-quarantine due to possible exposure to COVID-19 while at work, will be required to stay off school premises without loss of pay or benefits until cleared to return to work in accordance with CDC requirements/Health Department guidelines.
  - a. Paid time off due to COVID-19 up to two weeks will be granted and will not be deducted from the employee's existing leave banks (sick, personal, vacation, etc.)
  - b. If additional time off is required beyond two weeks, FFCRA and/or FMLA will be followed and sick leave may be used.
  - c. If expected exposure happens, staff will procure a test with negative results before returning to work. If the staff doesn't have insurance, the district will reimburse the cost of the test.
  - d. If suspected abuse of time off occurs, discipline action will follow up to and including termination.
  - e. Notification of exposure will be handled by the district in a timely manner.
14. Any staff member displaying COVID-19 like symptoms, will need to be symptom free for 72 hours before returning to work, per current CDC requirements/Health Department guidelines.
15. If a staff member is exposed to COVID-19 outside of the workplace will be expected to procure a test with negative results before returning to work and will be charged sick leave.
16. Preferred substitute teachers will be hired for each building with a consideration for staff size and will be shared as needed throughout the district. Building assigned preferred substitute teachers will be moved to other buildings to substitute teach only if not needed in their building, and no earlier than 30 minutes before their assigned building's students arrive.
  - a. All OVEA staff who hold a teaching certificate and are not assigned to a classroom, will be placed on a list and used on a rotational basis as a last resort to substitute teach in their assigned building.
    - i. Special Education teachers, Speech Pathologists, Social Workers and Psychologists will not be placed on the list due to IEP service requirements.
    - ii. As all OVEA staff have common planning time and duty free lunch, those covering classrooms will not be eligible for additional compensation or accrued comp time.
17. A preferred OVMESPA substitute list will be cooperatively created and implemented for the continued safety of the district at each classification.
18. Any support staff employee hired prior to August 1, 2020, whose position is eliminated due to COVID would have the right to bump into any classification/department they are qualified for in order to stay employed within the District.

19. An OVMESPA member will not be used outside of their hired classification, unless it is mutually agreed upon.
20. With the removal of Wednesday Early Release days, all staff will remain whole. On the days staff were to go home early, now the staff will arrive late (Aug. 28th, April 1st, May 28th). The parties agree to work cooperatively on any changes that need to be made to the School Calendar for the 2020-2021 school year.
21. The parties further agree that as issues arise, a meeting will take place to discuss issues so as not to affect the educational environment. All parties agree to meet and discuss District planning for the duration of the COVID-19 crisis.
22. This agreement is expressly understood to apply to the COVID-19 situation only, and does not set precedence for other issues. All parties agree to follow and develop the Safety Plan and Instructional & Technology Plan collaboratively.



Orchard View MESPA

President

8/12/2020

Date



Orchard View EA

President

8-12-2020

Date



Orchard View

Superintendent

8-12-20

Date

**Letter of Agreement**  
**between the**  
**Orchard View Educational Support Personnel**  
**and the**  
**Orchard View School District ("District")**

This Letter of Agreement is only for employees hired after July 1, 2020, in the classifications of custodians and administrative assistants. This letter does not affect any current employee.

Tier 2 – Up to 90 calendar day trial period with temp service, this is not a probationary period. Probationary period will remain at sixty (60) working days with the option to extend the period to an additional sixty (60) working days with the agreement of the Association, as needed.

If potential employee has already worked with the private company, the parties may agree to void trial period with temp service.

Tier 2 – Act of God days remain the same as Tier 1

Tier 2 – Vacation Days (only granted to 12 month employees)

End of probationary period through-3 years	5 days
4-7 years	10 days
8-12 years	15 days
13+ years	20 days

Tier 2 – **Paid Leaves:**

**Sick Leave**, extent of eight (8) days each year for absences due to sickness (sick family) for school year employees.

Extent of ten (10) days each year for absences due to sickness (sick family) for 52 week employees.

Removal of the Sick Leave Incentive Payments

**Personal Leave**, extent of two (2) days each year for personal business.

**Bereavement** - Up to three (3) days, not deducted from sick leave granted for the death of the employee's family in or out of his/her home: husband, wife, son, daughter, mother, father, brother, sister, grandchildren, grandparents, mother-in-law, father-in-law; including step children and step parents.

One day, not deducted from sick leave granted for the death of an aunt or uncle (including in-laws), niece and nephew, employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents-in-law.

Additional days may be granted by the Superintendent, or designee, upon request from the bargaining unit member using from their sick leave bank.

Tier 2 – Administrative Assistants or less than 52 week employees will earn one (1) day per month of working. These “Break Days” can only be used for Christmas, Spring or Mid-Winter Break days.

Insurance – All Tier 2 Employees will be offered Essentials (Single, Double or Family Pak). No Cash in Lieu option will be available.

No steps will be given during the duration of this contract.

# Proposal - 02/26/2020

	Step	2019/2020	2020/2021	2021/2022
Custodial	0	\$ 13.50	\$ 13.77	\$ 14.05
	1	\$ 13.62	\$ 13.89	\$ 14.17
	2	\$ 13.74	\$ 14.01	\$ 14.30
	3	\$ 13.86	\$ 14.14	\$ 14.42
	4	\$ 13.98	\$ 14.26	\$ 14.55
	5	\$ 14.10	\$ 14.38	\$ 14.67
	6	\$ 14.22	\$ 14.51	\$ 14.80
	7	\$ 14.35	\$ 14.64	\$ 14.93
	8	\$ 14.48	\$ 14.77	\$ 15.10
	9	\$ 14.60	\$ 14.90	\$ 15.19
10	\$ 14.73	\$ 15.03	\$ 15.33	

	Step	2019/2020	2020/2021	2021/2022
Admin Assist	0	\$ 14.00	\$ 14.28	\$ 14.57
	1	\$ 14.14	\$ 14.42	\$ 14.71
	2	\$ 14.28	\$ 14.57	\$ 14.86
	3	\$ 14.42	\$ 14.71	\$ 15.01
	4	\$ 14.57	\$ 14.86	\$ 15.16
	5	\$ 14.71	\$ 15.01	\$ 15.31
	6	\$ 14.86	\$ 15.16	\$ 15.46
	7	\$ 15.01	\$ 15.31	\$ 15.62
	8	\$ 15.16	\$ 15.46	\$ 15.77
	9	\$ 15.31	\$ 15.62	\$ 15.93
10	\$ 15.46	\$ 15.77	\$ 16.09	

The clerk classification will be discussed and/or be negotiated if and when a vacancy in that classification occurs.

If the OVEA receives above 2%, the wage increase for Tier 2 will also be increased to match that of the Tier 1 and the OVEA group.

Judi Bushaw  
 (For the Association)

6-19-20  
 (date)

J. Nelson  
 (For the District)

6-19-20  
 (date)

**Letter of Understanding  
BETWEEN THE  
ORCHARD VIEW PUBLIC SCHOOLS  
AND THE  
ORCHARD VIEW EDUCATION SUPPORT PERSONNEL ASSOCIATION**

Currently, the less than 52 week Administrative Assistants work 45 weeks. Due to the letter they received from Kim Bidwell about returning August 1, and the fact that we did not have a district calendar, the Administrative Assistants did not get their one week off prior to school. In making sure that Administrative Assistants are here one week after the students in June, the parties agree to the following.

This letter of Agreement is for the following Administrative Assistants:

Brenda Brewer  
Martie Buffum  
Amanda Wiggers  
Jessie Shull  
Jessie Smith  
Lameka Sima  
Margo TenHove  
Casonda Brown

These Administrative Assistants will be allowed to utilize their five days (no pay) during the course of this school year. They need to make sure that the offices are covered and both Administrative Assistants in the individual office will not be absent on the same day for this.

Beginning the next school year, the Administrative Assistants will stager their start dates so that this one week is taken at the beginning of the year as was intended.

This letter of agreement will become null and void as soon as the school year ends and will not set precedence for any future years.

**For the Association:**

Brenda Brewer

Signature

Date: 8/25/22

**For the District:**

[Signature]

Signature

Date: 8/23/22

**APPENDIX A**

**ORCHARD VIEW GRIEVANCE FORM**

Grievance Number: \_\_\_\_\_  
School Building(s): \_\_\_\_\_

Date Grievance Filed: \_\_\_\_/\_\_\_\_/\_\_\_\_

Subject to the provisions of the Master Agreement, I hereby authorize the Association Grievance Committee to process and settle this grievance.

**STATEMENT OF THE GRIEVANCE:**

**ARTICLES/SECTIONS OF THE AGREEMENT ALLEGEDLY VIOLATED:**

**REMEDY REQUESTED:**

\_\_\_\_\_  
Signature of Association's  
Designated Representative

\_\_\_\_\_  
Signature of Grievant  
(use separate sheet for additional  
Signatures if more than one grievant)

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**PRINCIPAL'S/IMMEDIATE SUPERVISOR DISPOSITION:**

Date of Receipt: \_\_\_\_/\_\_\_\_/\_\_\_\_

Comment:

Granted     Denied

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Signature of Principal/Immediate Supervisor

**ASSOCIATION'S DISPOSITION:**

Satisfactory  Unsatisfactory

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Signature of Association's Designated Representative

**SUPERINTENDENT'S DISPOSITION:**

Date of Receipt: \_\_\_\_/\_\_\_\_/\_\_\_\_

Comment:

Granted  Denied

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

**ASSOCIATION'S DISPOSITION:**

Satisfactory  Unsatisfactory

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Signature of Association's Designated Representative

**BOARD'S DISPOSITION:**

Date of Receipt: \_\_\_\_/\_\_\_\_/\_\_\_\_

Comment:

Granted  Denied

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Signature of Board Representative



## Evaluation Head Custodian, Custodian/Laundry, Grounds & Maintenance

***The evaluation of employees shall be primarily based on how well he/she completes and/or performs those duties to which he/she is assigned. (Article VII, A). The employee must receive this document 3-5 working days prior to the actual conference date to discuss this material.***

Name: \_\_\_\_\_

Position/Location: \_\_\_\_\_

Conference Date: \_\_\_\_\_

- Rating Scale:
1. Exceeds Expectations
  2. Meets Expectations
  3. Needs Improvement
  4. Unsatisfactory
  5. Not Applicable

**\*\*Note when using (3) Needs Improvement and/or (4) Unsatisfactory, Administration must state clear reason why and option plans for improvement which will include district paid for professional development upon agreement with the employee and association.**

<b>Employee Conduct:</b>		Employee	
Rating		Agree	Disagree
_____	Is Courteous	<input type="checkbox"/>	<input type="checkbox"/>
_____	Is Cooperative	<input type="checkbox"/>	<input type="checkbox"/>
_____	Follows proper procedure in reporting student discipline incidents to building principal as stated in the handbook.	<input type="checkbox"/>	<input type="checkbox"/>
_____	Reports to work on time	<input type="checkbox"/>	<input type="checkbox"/>
_____	Good Attendance (use of contractual rights can not be figured within this rating).	<input type="checkbox"/>	<input type="checkbox"/>
_____	Dependable	<input type="checkbox"/>	<input type="checkbox"/>
_____	Maintains Confidentiality	<input type="checkbox"/>	<input type="checkbox"/>

<b>Work Guidelines:</b>		Employee	
Rating		Agree	Disagree
_____	Quality of Work	<input type="checkbox"/>	<input type="checkbox"/>
_____	Volume of Work – Productivity	<input type="checkbox"/>	<input type="checkbox"/>
_____	Uses Safe Work Procedures	<input type="checkbox"/>	<input type="checkbox"/>

<b>Professional Development:</b>		Employee	
Rating		Agree	Disagree
_____	Demonstrates enthusiasm for upgrading and improving personal work skills.	<input type="checkbox"/>	<input type="checkbox"/>
_____	Participates in training programs as provided by the district.	<input type="checkbox"/>	<input type="checkbox"/>

Appendix B

Rating	Classification Specific:	Employee	
		Agree	Disagree
_____	Custodial/Maintenance		
_____	Demonstrates the ability and working knowledge to perform custodial duties and use of products.	<input type="checkbox"/>	<input type="checkbox"/>
_____	Reports needed repairs to his/her supervisor	<input type="checkbox"/>	<input type="checkbox"/>
_____	Demonstrates the ability to properly use and care for vehicles and equipment.	<input type="checkbox"/>	<input type="checkbox"/>
_____	Maintains and makes minor repairs and adjustments to equipment in areas where he/she is assigned.	<input type="checkbox"/>	<input type="checkbox"/>

Considering all factors, the work performance of this employee is:

\_\_\_\_\_ Satisfactory    \_\_\_\_\_ Needs Improvement    \_\_\_\_\_ Unsatisfactory

*(\* Checking Unsatisfactory here would mean that over 75% of the above evaluated material is needing improvement or unsatisfactory. Needs Improvement would mean that between 50% - 74% of the above evaluated material is needing improvement or unsatisfactory. A plan of action to help improve will be provided including a list of district paid training and/or professional development offered.)*

**Plan of Action (If Needed):**

**Supervisors Comments:**

**Employee Comments:**

**Supervisor's**  
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employee's**  
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

An employee's signature does not necessarily constitute an agreement with the contents of this evaluation.

## Evaluation Transportation - Bus Drivers

*The evaluation of employees shall be primarily based on how well he/she completes and/or performs those duties to which he/she is assigned. (Article VII, A). The employee must receive this document 3-5 working days prior to the actual conference date to discuss this material.*

Name: \_\_\_\_\_

Position/Location: \_\_\_\_\_

Conference Date: \_\_\_\_\_

- Rating Scale:
1. Exceeds Expectations
  2. Meets Expectations
  3. Needs Improvement
  4. Unsatisfactory
  5. Not Applicable

**\*\*Note when using (3) Needs Improvement and/or (4) Unsatisfactory, Administration must state clear reason why and option plans for improvement which will include district paid for professional development upon agreement with the employee and association.**

<b>Employee Conduct:</b>		Employee	
Rating		Agree	Disagree
_____	Is Courteous	<input type="checkbox"/>	<input type="checkbox"/>
_____	Is Cooperative	<input type="checkbox"/>	<input type="checkbox"/>
_____	Follows proper procedure in reporting student discipline incidents to building principal as stated in the handbook.	<input type="checkbox"/>	<input type="checkbox"/>
_____	Reports to work on time	<input type="checkbox"/>	<input type="checkbox"/>
_____	Good Attendance (use of contractual rights can not be figured within this rating).	<input type="checkbox"/>	<input type="checkbox"/>
_____	Dependable	<input type="checkbox"/>	<input type="checkbox"/>
_____	Maintains Confidentiality	<input type="checkbox"/>	<input type="checkbox"/>

<b>Work Guidelines:</b>		Employee	
Rating		Agree	Disagree
_____	Quality of Work	<input type="checkbox"/>	<input type="checkbox"/>
_____	Volume of Work – Productivity	<input type="checkbox"/>	<input type="checkbox"/>
_____	Uses Safe Work Procedures	<input type="checkbox"/>	<input type="checkbox"/>

<b>Professional Development:</b>		Employee	
Rating		Agree	Disagree
_____	Demonstrates enthusiasm for upgrading and improving personal work skills.	<input type="checkbox"/>	<input type="checkbox"/>
_____	Participates in training programs as provided by the district.	<input type="checkbox"/>	<input type="checkbox"/>

Appendix C

Rating	Classification Specific: Bus Drivers	Employee	
		Agree	Disagree
_____	Completes pre-trip and log book consistently	<input type="checkbox"/>	<input type="checkbox"/>
_____	Drives bus routes as prescribed	<input type="checkbox"/>	<input type="checkbox"/>
_____	Keeps updates of routes current	<input type="checkbox"/>	<input type="checkbox"/>
_____	Courtesy towards students	<input type="checkbox"/>	<input type="checkbox"/>
_____	Student supervision and discipline while driving	<input type="checkbox"/>	<input type="checkbox"/>
_____	Checking of bus after each run	<input type="checkbox"/>	<input type="checkbox"/>
_____	Proper bus stop procedure followed	<input type="checkbox"/>	<input type="checkbox"/>
_____	Care of bus, cleanliness, fueling, maintenance	<input type="checkbox"/>	<input type="checkbox"/>
_____	Proper use of radio	<input type="checkbox"/>	<input type="checkbox"/>
_____	Proper procedure followed at R/R Crossings	<input type="checkbox"/>	<input type="checkbox"/>

Considering all factors, the work performance of this employee is:

\_\_\_\_\_ Satisfactory    \_\_\_\_\_ Needs Improvement    \_\_\_\_\_ Unsatisfactory

(\* Checking Unsatisfactory here would mean that over 75% of the above evaluated material is needing improvement or unsatisfactory. Needs Improvement would mean that between 50% - 74% of the above evaluated material is needing improvement or unsatisfactory. A plan of action to help improve will be provided including a list of district paid training and/or professional development offered.)

**Plan of Action (If Needed):**

**Supervisors Comments:**

**Employee Comments:**

**Supervisor's**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employee's**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

An employee's signature does not necessarily constitute an agreement with the contents of this evaluation.

## Evaluation Food Service – 1<sup>st</sup> Cook, 2<sup>nd</sup> Cook, and Food Service Workers

***The evaluation of employees shall be primarily based on how well he/she completes and/or performs those duties to which he/she is assigned. (Article VII, A). The employee must receive this document 3-5 working days prior to the actual conference date to discuss this material.***

Name: \_\_\_\_\_

Position/Location: \_\_\_\_\_

Conference Date: \_\_\_\_\_

- Rating Scale:
1. Exceeds Expectations
  2. Meets Expectations
  3. Needs Improvement
  4. Unsatisfactory
  5. Not Applicable

**\*\*Note when using (3) Needs Improvement and/or (4) Unsatisfactory, Administration must state clear reason why and option plans for improvement which will include district paid for professional development upon agreement with the employee and association.**

<b>Employee Conduct:</b>		Employee	
Rating		Agree	Disagree
_____	Is Courteous	<input type="checkbox"/>	<input type="checkbox"/>
_____	Is Cooperative	<input type="checkbox"/>	<input type="checkbox"/>
_____	Follows proper procedure in reporting student discipline incidents to building principal as stated in the handbook.	<input type="checkbox"/>	<input type="checkbox"/>
_____	Reports to work on time	<input type="checkbox"/>	<input type="checkbox"/>
_____	Good Attendance (use of contractual rights can not be figured within this rating).	<input type="checkbox"/>	<input type="checkbox"/>
_____	Dependable	<input type="checkbox"/>	<input type="checkbox"/>
_____	Maintains confidentiality	<input type="checkbox"/>	<input type="checkbox"/>

<b>Work Guidelines:</b>		Employee	
Rating		Agree	Disagree
_____	Quality of Work	<input type="checkbox"/>	<input type="checkbox"/>
_____	Volume of Work – Productivity	<input type="checkbox"/>	<input type="checkbox"/>
_____	Uses Safe Work Procedures	<input type="checkbox"/>	<input type="checkbox"/>

<b>Professional Development:</b>		Employee	
Rating		Agree	Disagree
_____	Demonstrates enthusiasm for upgrading and improving personal work skills.	<input type="checkbox"/>	<input type="checkbox"/>
_____	Participates in training programs as provided by the district.	<input type="checkbox"/>	<input type="checkbox"/>

Appendix D

Rating	Classification Specific:	Employee	
		Agree	Disagree
_____	Cook/Food Service Demonstrates knowledge of proper food handling and use of products.	<input type="checkbox"/>	<input type="checkbox"/>
_____	Demonstrates the ability to properly use and care for equipment.	<input type="checkbox"/>	<input type="checkbox"/>

Considering all factors, the work performance of this employee is:

\_\_\_\_\_ Satisfactory    \_\_\_\_\_ Needs Improvement    \_\_\_\_\_ Unsatisfactory

(\* Checking Unsatisfactory here would mean that over 75% of the above evaluated material is needing improvement or unsatisfactory. Needs Improvement would mean that between 50% - 74% of the above evaluated material is needing improvement or unsatisfactory. A plan of action to help improve will be provided including a list of district paid training and/or professional development offered.)

**Plan of Action (If Needed):**

**Supervisors Comments:**

**Employee Comments:**

**Supervisor's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

An employee's signature does not necessarily constitute an agreement with the contents of this evaluation.

## Evaluation Administrative Assistants & Clerks

*The evaluation of employees shall be primarily based on how well he/she completes and/or performs those duties to which he/she is assigned. The employee must receive this document 3-5 working days prior to the actual conference date to discuss this material.*

Name: \_\_\_\_\_

Position/Location: \_\_\_\_\_

Conference Date: \_\_\_\_\_

- Rating Scale:
1. Exceeds Expectations
  2. Meets Expectations
  3. Needs Improvement
  4. Unsatisfactory
  5. Not Applicable

**\*\*Note when using (3) Needs Improvement and/or (4) Unsatisfactory, Supervisor must state clear reason why and option plans for improvement which will include district paid for professional development upon agreement with the employee and association.**

Rating	<b>Employee Conduct:</b>	Employee	
		Agree	Disagree
_____	Is Courteous	<input type="checkbox"/>	<input type="checkbox"/>
_____	Is Cooperative	<input type="checkbox"/>	<input type="checkbox"/>
_____	Follows proper procedures in reporting student discipline incidents to building principal as stated in the handbook	<input type="checkbox"/>	<input type="checkbox"/>
_____	Reports to work on time	<input type="checkbox"/>	<input type="checkbox"/>
_____	Good Attendance (use of contractual rights can not be figured within this rating).	<input type="checkbox"/>	<input type="checkbox"/>
_____	Dependable	<input type="checkbox"/>	<input type="checkbox"/>
_____	Maintains confidentiality	<input type="checkbox"/>	<input type="checkbox"/>

Rating	<b>Work Guidelines:</b>	Employee	
		Agree	Disagree
_____	Quality of Work	<input type="checkbox"/>	<input type="checkbox"/>
_____	Volume of Work – Productivity	<input type="checkbox"/>	<input type="checkbox"/>
_____	Uses Safe Work Procedures	<input type="checkbox"/>	<input type="checkbox"/>

Rating	<b>Professional Development:</b>	Employee	
		Agree	Disagree
_____	Demonstrates enthusiasm for upgrading and improving personal work skills.	<input type="checkbox"/>	<input type="checkbox"/>
_____	Participates in training programs as provided by the district.	<input type="checkbox"/>	<input type="checkbox"/>

**Classification Specific:**

	Employee	
	Agree	Disagree
_____ Demonstrates the ability and working knowledge to perform clerical duties	<input type="checkbox"/>	<input type="checkbox"/>
_____ Maintains knowledge of use of office equipment.	<input type="checkbox"/>	<input type="checkbox"/>
_____ Ability to utilize basic computer operations as deemed appropriate and/or willingness to learn	<input type="checkbox"/>	<input type="checkbox"/>
_____ Ability to multi-task (handling many tasks and demands at the same time).	<input type="checkbox"/>	<input type="checkbox"/>
_____ Ability to work cooperatively with other staff, students, parents and community members.	<input type="checkbox"/>	<input type="checkbox"/>

**Considering all factors, the work performance of this employee is:**

\_\_\_\_\_ Satisfactory    \_\_\_\_\_ Needs Improvement    \_\_\_\_\_ Unsatisfactory

*(\* Checking Unsatisfactory here would mean that over 75% of the above evaluated material is needing improvement or unsatisfactory. Needs Improvement would mean that between 50% - 74% of the above evaluated material is needing improvement or unsatisfactory. A plan of action to help improve will be provided.*

***Plan of Action (If Needed):***

***Supervisors Comments:***

***Employee Comments:***

***Supervisor's***

***Signature:*** \_\_\_\_\_ ***Date:*** \_\_\_\_\_

***Employee's***

***Signature:*** \_\_\_\_\_ ***Date:*** \_\_\_\_\_

An employee's signature does not necessarily constitute an agreement with the contents of this evaluation.



## Evaluation Educational Program Technicians

**Library Technician, Instructional Technician, and Special Skills Student Assistant**

*The evaluation of employees shall be primarily based on how well he/she completes and/or performs those duties to which he/she is assigned. (Article VII, A). The employee must receive this document 3-5 working days prior to the actual conference date to discuss this material.*

Name: \_\_\_\_\_

Position/Location: \_\_\_\_\_

Conference Date: \_\_\_\_\_

- Rating Scale:
1. Exceeds Expectations
  2. Meets Expectations
  3. Needs Improvement
  4. Unsatisfactory
  5. Not Applicable

**\*\*Note when using (3) Needs Improvement and/or (4) Unsatisfactory, Administration must state clear reason why and option plans for improvement which will include district paid for professional development upon agreement with the employee and association.**

<b>Employee Conduct:</b>		Employee	
Rating		Agree	Disagree
_____	Is Courteous	<input type="checkbox"/>	<input type="checkbox"/>
_____	Is Cooperative	<input type="checkbox"/>	<input type="checkbox"/>
_____	Follows proper procedure in reporting student discipline incidents to building principal as stated in the handbook.	<input type="checkbox"/>	<input type="checkbox"/>
_____	Reports to work on time	<input type="checkbox"/>	<input type="checkbox"/>
_____	Good Attendance (use of contractual rights can not be figured within this rating).	<input type="checkbox"/>	<input type="checkbox"/>
_____	Dependable	<input type="checkbox"/>	<input type="checkbox"/>
_____	Maintains Confidentiality	<input type="checkbox"/>	<input type="checkbox"/>

<b>Work Guidelines:</b>		Employee	
Rating		Agree	Disagree
_____	Quality of Work	<input type="checkbox"/>	<input type="checkbox"/>
_____	Volume of Work – Productivity	<input type="checkbox"/>	<input type="checkbox"/>
_____	Uses Safe Work Procedures	<input type="checkbox"/>	<input type="checkbox"/>

<b>Professional Development:</b>		Employee	
Rating		Agree	Disagree
_____	Demonstrates enthusiasm for upgrading and improving personal work skills.	<input type="checkbox"/>	<input type="checkbox"/>
_____	Participates in training programs as provided by the district.	<input type="checkbox"/>	<input type="checkbox"/>

Appendix F

Rating	Classification Specific: Library Technician, Instructional Technician, and Special Skills Asst.	Employee	
		Agree	Disagree
_____	Demonstrates the working knowledge of technology and/or programs.	<input type="checkbox"/>	<input type="checkbox"/>
_____	Proficiency in special skills as deemed appropriate for student.	<input type="checkbox"/>	<input type="checkbox"/>
_____	Ability to work cooperatively with staff, students, parents, and community members.	<input type="checkbox"/>	<input type="checkbox"/>
_____	Ability to assist with implementation of accommodations and behavior intervention plan	<input type="checkbox"/>	<input type="checkbox"/>
_____	Ability to provide one-on-one instruction as planned by the teacher.	<input type="checkbox"/>	<input type="checkbox"/>

Considering all factors, the work performance of this employee is:

\_\_\_\_\_ Satisfactory    \_\_\_\_\_ Needs Improvement    \_\_\_\_\_ Unsatisfactory

(\* Checking Unsatisfactory here would mean that over 75% of the above evaluated material is needing improvement or unsatisfactory. Needs Improvement would mean that between 50% - 74% of the above evaluated material is needing improvement or unsatisfactory. A plan of action to help improve will be provided including a list of district paid training and/or professional development offered.)

**Plan of Action (If Needed):**

**Supervisors Comments:**

**Employee Comments:**

**Supervisor's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

An employee's signature does not necessarily constitute an agreement with the contents of this evaluation.

# Evaluation Paraprofessionals ISS Supervisor, Teacher Assistant, Health Care Assistant, and Student Supervisors

*The evaluation of employees shall be primarily based on how well he/she completes and/or performs those duties to which he/she is assigned. (Article VII, A). The employee must receive this document 3-5 working days prior to the actual conference date to discuss this material.*

Name: \_\_\_\_\_

Position/Location: \_\_\_\_\_

Conference Date: \_\_\_\_\_

- Rating Scale:
1. Exceeds Expectations
  2. Meets Expectations
  3. Needs Improvement
  4. Unsatisfactory
  5. Not Applicable

**\*\*Note when using (3) Needs Improvement and/or (4) Unsatisfactory, Administration must state clear reason why and option plans for improvement which will include district paid for professional development upon agreement with the employee and association.**

<b>Employee Conduct:</b>		Employee	
Rating		Agree	Disagree
_____	Is Courteous	<input type="checkbox"/>	<input type="checkbox"/>
_____	Is Cooperative	<input type="checkbox"/>	<input type="checkbox"/>
_____	Follows proper procedure in reporting student discipline incidents to building principal as stated in the handbook.	<input type="checkbox"/>	<input type="checkbox"/>
_____	Reports to work on time	<input type="checkbox"/>	<input type="checkbox"/>
_____	Good Attendance (use of contractual rights can not be figured within this rating).	<input type="checkbox"/>	<input type="checkbox"/>
_____	Dependable	<input type="checkbox"/>	<input type="checkbox"/>
_____	Maintains Confidentiality	<input type="checkbox"/>	<input type="checkbox"/>

<b>Work Guidelines:</b>		Employee	
Rating		Agree	Disagree
_____	Quality of Work	<input type="checkbox"/>	<input type="checkbox"/>
_____	Volume of Work – Productivity	<input type="checkbox"/>	<input type="checkbox"/>
_____	Uses Safe Work Procedures	<input type="checkbox"/>	<input type="checkbox"/>

<b>Professional Development:</b>		Employee	
Rating		Agree	Disagree
_____	Demonstrates enthusiasm for upgrading and improving personal work skills.	<input type="checkbox"/>	<input type="checkbox"/>

Appendix G

_____	Participates in training programs as provided by the district.	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Classification Specific:</b>	Employee	
Rating	Teacher Asst., HC Asst., ISS Supervisor, and Lunch & Play	Agree	Disagree
_____	Judgment – knows when to seek outside advice and assistance.	<input type="checkbox"/>	<input type="checkbox"/>
_____	Adaptability – Exhibits job flexibility	<input type="checkbox"/>	<input type="checkbox"/>
_____	Adaptability – Readily learns skills	<input type="checkbox"/>	<input type="checkbox"/>
_____	Adaptability – Is able to complete the job under pressure and other unusual circumstances.	<input type="checkbox"/>	<input type="checkbox"/>
_____	Is an appropriate role model for students	<input type="checkbox"/>	<input type="checkbox"/>
_____	Works for the overall benefit of the student team.	<input type="checkbox"/>	<input type="checkbox"/>

Considering all factors, the work performance of this employee is:

\_\_\_\_\_ Satisfactory    \_\_\_\_\_ Needs Improvement    \_\_\_\_\_ Unsatisfactory

*(\* Checking Unsatisfactory here would mean that over 75% of the above evaluated material is needing improvement or unsatisfactory. Needs Improvement would mean that between 50% - 74% of the above evaluated material is needing improvement or unsatisfactory. A plan of action to help improve will be provided including a list of district paid training and/or professional development offered.)*

**Plan of Action (If Needed):**

**Supervisors Comments:**

**Employee Comments:**

**Supervisor's**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employee's**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

An employee's signature does not necessarily constitute an agreement with the contents of this evaluation.

**APPENDIX I**

**SCHEDULE B**

**ORCHARD VIEW SCHOOLS  
Extra Duty Compensation  
(Percentage of first year teacher with B.A. degree)  
2017 - 2019**

	<b>Years of Experience</b>					
	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Head Football (HS)	12.5%	13.5%	14.5%	15.5%	16.5%	17.5%
Asst. Varsity Football (23-HS)	9.0%	9.5%	10.0%	10.5%	11.0%	11.5%
J.V. Football (HS)	9.0%	9.5%	10.0%	10.5%	11.0%	11.5%
Asst. J.V. Football (HS)	6.0%	6.5%	7.0%	7.5%	8.0%	8.5%
9th Grade Football (HS)	6.0%	6.5%	7.0%	7.5%	8.0%	8.5%
Asst. 9th Grade Football (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
Middle School Football	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
Asst. Middle School Football	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Head Basketball (HS)	12.5%	13.5%	14.5%	15.5%	16.5%	17.5%
Asst. Basketball (HS)	8.0%	8.5%	9.0%	9.5%	10.0%	10.5%
9th Grade Basketball (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
Middle School Basketball	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
Asst. Middle School Basketball	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Wrestling (HS)	9.0%	9.5%	10.0%	10.5%	11.0%	12.0%
Asst. Wrestling (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
Middle School Wrestling	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
Middle School Asst. Wrestling	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%

Cross Country (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	8.0%
Cross Country (Combined)	9.0%	9.5%	10.0%	10.5%	11.0%	11.5%
Cross Country (MS)	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Head Baseball or Softball (HS)	8.0%	8.5%	9.0%	9.5%	10.0%	11.0%
Asst. Baseball or Softball (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
Bowling (Combined)	6.0%	6.5%	7.0%	7.5%	7.5%	7.5%
Bowling (Separate)	5.0%	5.5%	6.0%	6.5%	6.5%	6.5%
Head Tennis (HS)	3.5%	4.0%	4.5%	6.5%	7.0%	8.0%
Asst. Tennis (HS)	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Golf (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	8.0%
Asst. Golf Coach (HS)	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Middle School Track (2)	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Combined Middle School Track	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
Assistant M.S. Track (with combined position only)	2.0%	2.5%	3.0%	3.5%	4.0%	4.5%
Volleyball (HS)	8.0%	8.5%	9.0%	9.5%	10.0%	11.0%
Assistant JV Volleyball (HS)	6.0%	6.5%	7.0%	7.5%	8.0%	8.5%
Freshman Volleyball	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
Volleyball (MS)	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
Assistant Volleyball (MS)	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Combined Track (HS)	11.0%	11.5%	12.0%	12.5%	13.0%	14.5%
Track (HS)	8.0%	8.5%	9.0%	9.5%	10.0%	11.0%
Asst. Track (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
Soccer-Head Coach	5.0%	5.5%	6.0%	6.5%	7.0%	8.0%
Soccer – Asst	3.5%	4.0%	4.5%	5.0%	5.5%	6.0%

Soccer (MS)	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Cheerleaders (HS) per season	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
Cheerleader - 9th Grade per season	2.0%	2.5%	3.0%	3.5%	4.0%	4.5%
Cheerleaders - (MS) per season	2.0%	2.5%	3.0%	3.5%	4.0%	4.5%
Band (HS)	11.0%	11.5%	12.0%	12.5%	13.0%	
Marching Band (HS)	3.0%	3.5%	4.0%	4.5%	5.0%	
Choir (HS)	3.5%	4.0%	4.5%	5.0%	5.5%	
Band (MS)	3.0%	3.5%	4.0%	4.5%	5.0%	
Summer Band	2.0%	2.5%	3.0%	3.5%	4.0%	
Twelfth Grade Advisor	2.0%					
Eleventh Grade Advisor	3.0%					
Tenth Grade Advisor	2.0%					
Ninth Grade Advisor	1.0%					
Student Council (HS)(includes Close-Up)	3.0%	3.5%	4.5%			
Drama Director (HS)	4.5%	5.0%	6.0%	7.0%	7.5%	
Assistant Drama (HS)	2.25%	2.5%	3.0%	3.5%	3.75%	
Debate/Quiz Bowl	2.5%	3.0%	3.5%			
School Paper	2.5%	3.0%	3.5%			
Yearbook	2.5%	3.0%	3.5%	4.0%	4.5%	5.0%
Student Council Advisor (MS)	3.0%	3.5%	4.5%			
Web Page Advisor	2.5%	3.0%	3.5%			
Student Services Club (MS)	3.0%	3.5%	4.0%			
Student Special Activities (i.e., NHS, Science Olympiad/Odyssey)	2.5%	3.0%	3.5%			

Of the Mind)

Student Lunch Supervision (3)      6.0%      6.5%      7.5%      8.0%      8.5%

O.V. Special Events Stipend      \$100 per event

Camp Director (MS)      4.0%      4.5%      5.0%

Plus the equivalent of up to 8 days of released time for fund raising and planning activities shared with the Assistant Camp Director.

Assistant Camp Director (MS)      2.0%      2.25%      2.5%

Drivers Education Director      4.0%      4.5%      5.0%

Additional wages in addition to Drivers Education Staff wages Summer Pay

Driver Education Staff      .075%      .08%      .085%

Summer Pay

Summer School      .075%      .08%      .085%      .09%      .095%      0.1%

Official at or supervisor of athletic event....per event      .075%

Chaperoning any school sponsored activity.....per event      .075%

Committee Member Pay (Art. XXIX) \$100 per year

Chairperson of School Improvement or NCA      2.0%

Schedule B Longevity:      1% of BA base added after 10<sup>th</sup> year  
2% of BA base added after 15<sup>th</sup> year  
3% of BA base added after 20<sup>th</sup> year  
4% of BA base added after 25<sup>th</sup> year

**New positions will be negotiated with the Association.**



# **ORCHARD VIEW SCHOOLS**

## **CUSTODIAN AND MAINTENANCE**

### **EMPLOYEE HANDBOOK**

## **INTRODUCTION**

This handbook is designed to provide you with the information necessary to provide safe, dependable, friendly and efficient services to our students. Your skill and ability in dealing with students will often affect the rest of their day. Do not underestimate your importance as an adult representative of the school district with whom students have contact. There is no substitute for staff personnel who are fair, consistent, positive, honest and friendly toward children.

The rules in this handbook provide standards, which meet the needs of both the employer and employees. It is fair that employees be aware of expectations, which the employer has of them. The employer must apply these standards in an orderly and equitable manner. This handbook is intended to supplement, but not supersede, the Master Union Agreement.

The handbook includes many rules, policies and procedures. It is not to be considered as all-inclusive as it will be subject to change as employer and association mutually agrees. Employees who are in doubt or have a question should request clarification from the immediate Supervisor and/or union rep.

## **POSTING**

Postings for new and vacant positions shall reflect the current staffing needs of the Orchard View Schools.

Each job posting shall state the minimum skills necessary to fulfill the essential requirements of the job as established in the handbook classifications. Each job posting will also reflect all protections against discrimination based on age, race, gender, or any other characteristics as mandated by law.

New and vacant positions will be posted internally first and filled according to the seniority status of applicants from the pool of current employees according to language in the Master Agreement of each bargaining unit.

Timelines for postings and deadlines for applications shall also be standard in accord with contractual language.

All job postings for Orchard View School shall be issued from the Personnel Department in Central Office and shall stay consistent with previous postings.

## **CONFIDENTIALITY**

Employees are expected to maintain confidentiality when it comes to student and employee records.

## DUTIES OF EMPLOYEES

### ***Custodians:***

These persons shall be directly responsible to the head custodian for individual assignments or, in his/her absence, under the direction of the superintendent or his/her designee. They shall also be responsible for reporting needed repairs to the Director and head custodian.

The custodian's primary duty is general cleaning with a secondary duty of minor maintenance. In applicable positions, they may be responsible for mowing, shoveling and for deliveries such as, interschool mail, board packets and banking.. Custodians shall also be responsible for the set up and tear down of activities within their assigned buildings.

Minor maintenance to be done by custodians is defined as:

Any duty not normally performed with a power tool (example: replace pencil sharpener but not install white boards.)

Any duty that can be completed in 20 minutes or less by any custodian (example: replace light bulbs but not ballasts)

No more than one 20 minute block per shift can be used for these minor maintenance duties so as not to disrupt the ability to clean buildings.

Custodians do more minor maintenance during the summer (example: painting, desk adjustments and repairs) but not at the expense of their primary duty of cleaning the buildings. Custodians may assist with mowing and weed trimming.

The employer will provide a preventative maintenance plan and a priority list for custodians in regard to cleaning schedules.

### ***Head Custodian/Maintenance:***

Head custodians/Maintenance employees shall be directly responsible for the building operations consisting of cleaning the buildings, plumbing, electrical, heating, cooling, ventilations, swimming pool and the general supervision and maintenance of all equipment in the building and on the grounds. He/she shall be responsible for such repairs as can be made within the building and about the grounds that do not require a specific license. Personnel will notify the director if additional skilled or licensed person is needed. (\*\*Internal expertise will be utilized first). Head Custodians/Maintenance employees are responsible for directing and planning the work of the custodians. This group is responsible for mowing, shoveling, plowing and the weekend building checks. This group works for a director and/or administrator.

Work Orders: The Administrator will define the priority of the Head Custodian work orders.

**Grounds/Maintenance Custodial:**

The person(s) employed in this position shall be in charge of maintenance of all grounds, athletic fields, and the repair and maintenance of all the equipment associated with this. During the winter months, he/she shall be responsible for snowplowing. Between seasons, custodial work may be assigned to this person by the superintendent and/or designee.

**Custodial/Laundry/Groundskeeper**

This person(s) shall be responsible to assist with the mowing, weed wacking and trash cleanup. He/she will also be responsible for cleaning of uniforms and towels and other custodial duties as directed.

*Recommended Skills for: Custodians, Head Custodians, and Maintenance*

Skills	Head Custodian/ Maintenance	Custodian	Grounds/ Maintenance	Grounds/ Custodian/ Laundry
General Cleaning	Required	Required	Required	Required
Deep Restorative Cleaning	Required	Required	Required	Required
Plumbing	Required	Minimal	Required	Minimal
Electrical	Required	Light bulbs only	Required	Light Bulbs only
Heating, cooling and ventilation	Required	Minimal	Required	Minimal
Maintenance of building equipment	Required	Minimal	Required	Minimal
Maintenance of cleaning equipment	Required	Minimal	Required	Minimal
Set up and Tear Down of district activities	Required	Required	Required	Required
Deliveries	Required	Required	Required	Required
General Upkeep of the grounds	Required	Recommended	Required	Required
General upkeep of athletic fields	Required	N/A	Required	Required
Preparation of Athletic Fields	Minimal	N/A	Required	Minimal
Snow removal	Required	Minimal	Required	Minimal

Computer Operation	Required	Recommended	Required	Recommended
Maintain inventory and follow purchasing guidelines	Required	N/A	Required	N/A
Swimming Pool Operations	Required – position specific	Minimal	Minimal	Minimal
Operation of Fork Lift	Required	Recommended	Required	Recommended
Lead-safe practices	Required – position specific	N/A	Required – position specific	N/A
Maintenance of mowers, weed wackers, blowers, etc.	Recommended	Minimal	Required	Minimal
Operations & maintenance of irrigation systems	Required	N/A	Required	N/A
Prune trees & shrubs.	Required	N/A	Required	Recommended
Pesticide Application	Required	N/A	Required	N/A
Carpentry Skills	Recommended	N/A	Recommended	N/A

\*\*\*Training for job specific duties to be provided by the district.

\*\*\*\*All positions must be able to lift at least 50 lbs without assistance.

## WORK GUIDELINES

It is the desire of Orchard View Schools to maintain the most harmonious, pleasant, and positive work environment possible. Assuring that standards are known in advance by employees is important.

- A. **Absence** – In case of absence, the following procedures shall be followed: If the employee has a pre-planned absence, they are required to call their own sub off the designated sub list and notify their Head Custodian or Supervisor. If the employee is out sick for the day, the employee is required to call their Head Custodian or Supervisor; then the Head Custodian will call for a sub off the designated sub list. If the Head Custodian in the building is absent for the day, a Custodian (by seniority in the building, then by department) moves up to the 1<sup>st</sup> shift position, the Custodial position is then subbed out.
- B. **Vehicles/Equipment** - Maintenance employees are responsible for the vehicles they are assigned meaning:
  - Keep clean, monitor oil levels, assure appropriate oil changes and keep fueled.

- Report all suspected problems to the Maintenance Supervisor.
- Report all accidents involving a school vehicle as soon as possible to the Maintenance Supervisor.
- Vehicles are to be used for school related activities only.
- 

C. **Tools and Equipment** - Custodial/Maintenance employees are responsible for the care of all tools and equipment assigned to them.

- Follow all OSHA and MIOSHA rules and regulations that you have been made aware of.
- Report any unsafe conditions and all equipment malfunctions.
- Assure that all safety equipment is in place and working properly.
- Think safety first!
- Unauthorized use or removal of school vehicles, equipment or supplies is not permitted
- Vendor charge accounts are to be used for school business only. Personal use or discounts are prohibited.

For all employees except bus drivers, overtime shall be offered within each building to the employees who request to be placed on the building overtime call list, on a rotating basis. If no building employee from that building's overtime call list accepts the work, then the work shall be offered to the employees who request to be placed on the district overtime call list, on a rotating basis. Placement on the buildings lists will be (offered on July 1, January 1 and at the end of the probationary period. Employees must apply in writing to be placed on the list no later than the end of the month offered. Placement on the district overtime call list will continue from year to year with the employee having the option of adding or removing his/her name.

Employees added to either list at the end of their probationary period must wait one rotation before receiving overtime.

***Rotating basis is defined as follows:***

When an overtime event is offered, the first person on the call list shall be asked if he/she would like to work. This person has the right to accept or refuse the work. In either case, this employee's name will be rotated to the bottom of the call list. If the employee refuses, the offer is made to the next person on the call list and so on until the overtime is accepted.

If an employee, who is next to be called for an overtime event, is unable to be contacted or the overtime conflicts with the employee's regular work schedule, he/she will retain his/her placement on the list without rotating to the bottom of the call list.

Overtime events shall not be offered to any employee more than ten (10) calendar days in advance. This is to help avoid situations as addressed in #4 below.

Once an overtime offer (offer A) is accepted, the employee(s) name(s) will be rotated to the bottom. If another overtime event is offered (offer B) after offer A has been accepted; but, offer B is scheduled to be completed before offer A is scheduled to be completed, then offer B shall be offered to the next person(s) on the list and offer A will not be re-bid.

***Exceptions to this procedure:***

Head Custodian/Maintenance duties, Grounds/Maintenance duties, and Laundry room duties as defined in the contract or handbook. This work shall first be offered to those employees within the respective classification.

Snowplowing duties which will be posted as in the past.

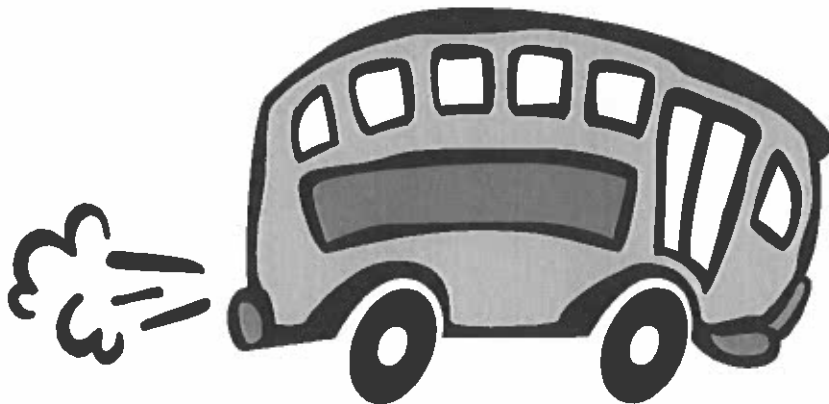
For those who are assigned to multiple locations, one location will be designated as the primary location. They will have the right to be placed on that buildings overtime list. Primary location shall be determined by number of hours at each location with the most being the primary. If multiple locations are equal, the district will determine the primary location based on district needs and posted as such.

## **ACCIDENTS AND INJURIES**

Employees are required to report all injuries or diseases, which arise as a result of employment with Orchard View Schools on a district report form.

# ORCHARD VIEW SCHOOLS

## TRANSPORTATION EMPLOYEE HANDBOOK





## **INTRODUCTION**

This handbook is designed to provide you with the information necessary to provide safe, dependable and efficient transportation services to our students. Your skills and ability in dealing with students will often affect the rest of their day. Do not underestimate your importance as the first adult representative of the school district with whom students have contact. There is no substitute for a School Bus Driver who is fair, consistent, honest, and friendly toward children and who is in full control of the bus and its passengers.

The rules in this handbook provide standards, which meet the needs of both the employer and employees. It is only fair that employees be aware of expectations, which the employer has of them. The employer must apply these standards in an orderly and equitable manner. This handbook is intended to supplement, but not supersede, the Master Union Agreement.

The handbook includes many rules, policies, and procedures. It is not to be considered as all-inclusive but subject to continued change and development as mutually agreed upon by the parties. Employees who are in doubt or have a question should request clarification from the Supervisor of Transportation and Maintenance.

## **POSTINGS**

Postings for new and vacant positions shall reflect the current staffing needs of the Orchard View Schools.

Each job posting shall state the minimum skills necessary to fulfill the essential requirements of the job as established in the handbook classifications. Each job posting will also reflect all protections against discrimination based on age, race, gender, or any other characteristics as mandated by law.

New and vacant positions will be posted internally first and filled according to the seniority status of applicants from the pool of current employees according to language in the Master Agreement of each bargaining unit.

Timelines for postings and deadlines for applications shall also be standard in accord with contractual language.

All job postings for Orchard View School shall be issued from the Personnel Department in the Central Office and shall stay consistent with previous postings.

## **CONFIDENTIALITY**

Employees are expected to maintain confidentiality when it comes to student and employee records.

1. **Qualifications and Requirements**

Commercial Drivers License with B Vehicle Designation and P Passenger Endorsement, S School Endorsement, and Air Brake Endorsements are required.

State of Michigan physical and competence requirements for drivers of school transportation vehicles.

Excellent driving skill and motor vehicle record.

Basic knowledge of heavy duty vehicle mechanical systems and preventive maintenance.

Familiarity with district streets and addresses.

Demonstrated dependability.

Attend all mandatory driver meetings unless excused in advance by the Director.

Drivers shall be familiar with and abide by provisions of Michigan Public Act 187 (The Pupil Transportation Act and this **Transportation Employee Handbook**).

Drivers must comply with all federal and state laws.

Required documents must be filled out completely, signed by driver, and copies turned in to the office on the day of occurrence. Example: discipline slips, field trip forms, leave forms, pre-trip sheets, evacuation forms, etc.

Drivers are subject to random drug and alcohol testing as required by federal and state laws.

2. **Drivers' Dress Code**

Appropriate footwear must be worn when on duty. Sandals, high heels, flip flops etc. are not permitted.

3. **Bus Driver Training and Education**

Each driver is required to complete the Michigan School Bus Driver Continuing Education classes as required by the Michigan Department of Education. These classes are scheduled and conducted periodically

District will compensate drivers at regular hourly rate and cost of training classes.

## **GENERAL RULES OF OPERATION**

### **1. Roster and Route Updates**

Drivers will be provided with an authorized student list at the beginning of each school year. Bus drivers should be responsible to update their list, rosters and routes.

Our Transportation Policy requires that we use only assigned bus stop locations. If you see the need to change a bus stop location, due to safety or other factors, please consult with the Director of Transportation.

### **2. Student Contact**

Bus drivers are expected to treat all students in a proper manner. The following represents a minimum guideline in respect to how students are to be treated by all drivers:

- No indecent, obscene or profane words will be spoken or inferred.
- No physical contact which could be construed as sexual or personal in nature.
- No sarcastic, ethnic, gender, or racial remarks in presence of students or staff members.
- A driver may use such lawful force as is necessary to protect him/herself, a student, or school property from injury. Great restraint must be exercised in any such action.
- Corporal (or physical) punishment of students is not allowed. Cases of student misconduct should be reported on a bus conduct report and turned into the appropriate building principal.

The Board of Education recognizes that good order and discipline are necessary to maintain the safety of transportation services to its students. Therefore, the Board will, through its administration, support its bus drivers in taking reasonable action to maintain order.

### **4. Student Supervision and Discipline**

Drivers shall be on the bus in a supervisory capacity whenever students are present.

Whenever a coach, teacher, or advisor is present on the bus, this person will assume primary supervisory responsibility.

Drivers must report all incidents which result in injury or possible injury to a student.

Bus transportation is an essential part of the school day. It is a privilege to ride the school bus. Students must follow the rules of the transportation department. If a child is not following the bus safety rules, a bus conduct report is written by the bus driver. The report is then turned into the appropriate building principal

1 <sup>st</sup> Report	Written Warning
2 <sup>nd</sup> Report	1 to 3 days suspension from the bus
3 <sup>rd</sup> Report	4 to 7 days suspension from the bus
4 <sup>th</sup> Report	8 to 10 days suspension from the bus
5 <sup>th</sup> Report	Suspension from the bus for the remainder of the semester/year followed by a conference with the parent.

Students are not allowed to ride other buses other than their assigned bus, without a permission slip from the parent and signed by the principal.

5. **Unattended Bus**

When leaving a bus unattended at any time, always remove the ignition key and any personal articles. Orchard View Schools cannot be responsible for lost personal property.

6. **Checking for Students Left**

To insure that no students are left, buses are to be inspected by walking to the back of the bus immediately upon completion of each run assignment. Indicate this check by placing the "empty bus" sign on a back window.

7. **Absence**

In case of absence, drivers are required to call the Transportation Administrative Assistant. If for some reason this person does not respond, the employee is then required to call the Transportation Director.

9. **Driver's Health and Condition**

No bus driver shall report to work under any influence which would render him/her incapable of performing safely and effectively. It is the responsibility of each driver to obtain the proper amount of rest.

10. **Cleanliness of Vehicle**

Drivers shall clean and sweep the aisles of their assigned vehicle daily. Drivers are responsible for seeing that all windows are clean, both inside and out, thereby assuring a clear vision path prior to departure. Drivers are responsible for seeing that all mirrors, lights, and markings are clean.

## 11. **Disabled Vehicle**

Until a relief bus arrives, it shall be the responsibility of the bus driver to keep all passengers on or near the bus and under supervision if the bus becomes disabled. In no case shall students be allowed to leave the site without proper authorization.

## WORKLOADS AND ASSIGNMENTS

### 1. DEFINITIONS

- a) Route - a "route" is an established plan of bus runs and/or shuttles for the transportation of students by school bus to be performed on a routine basis throughout the school term.
- b) Run - a "run" is the transportation of students by a school bus from a pick up point to and/or from school to the designated drop-off point.
- c) Shuttle - a "shuttle" is the transportation of students by school bus between and/or among school locations where school classes, programs, activities and/or events are to be held for the students of the school district as part of their school day instruction. Within 15 miles.
- d) Emergency Trip – an "emergency trip" is a trip in which the departure time is provided with less than two (2) hours notice. Said trip may be assigned to the first available driver at no penalty to the regular rotation.
- e) Trip - a "trip" is the transportation of students by school bus to and/or from an event, contest, activity or field experience away from school locations.
- f) Kindergarten Run - a "kindergarten run" is the scheduled transportation of kindergarten students at mid day by a school bus.

### 2. **BID MEETING**

- a. Two weeks preceding each school year bus drivers shall meet to select routes by seniority bid. All bus drivers whether on lay off or returning from leave are entitled to participate and exercise their seniority to select an available route. The most senior employee shall have first choice of routes. Selection of routes shall continue in order of the next most senior employee until all of the available routes are selected. Kindergarten runs shall be bid separately by seniority bid in the same manner as the basic routes. Any kindergarten runs not selected by seniority bid may be assigned to available routes remaining. Thereafter, if a route is increased or reduced in time by fifteen (15) minutes or the reduction in time will affect the level of benefits received by the bus driver, the bus driver may exercise his/her seniority to take a route from a less senior

driver to preserve and maintain the number of hours provided by the route as originally bid. Displaced drivers shall bid on routes held by less senior drivers or on the route vacated by the senior driver displacing them. Changes in routes shall be made only when all bidding for routes has been finally determined.

- b. In all cases when a vacancy occurs in the bus driver's classification during the school year, such vacancy shall be filled by means of a route selection meeting (bid meeting) to expedite the process.
- c. Routes becoming vacant during the school year shall be posted for bid by seniority. All vacancies resulting from the initial vacancy being awarded shall be posted for seniority bid in the same manner. No changes in routes shall be placed in effect until all vacancies in the chain are determined. Bus drivers on lay off will be recalled to an available vacancy existing after this procedure has been followed.
- d. A bus driver may be denied a particular route for good cause. Should a senior employee be denied a particular route, reasons for the denial shall be given. If the bus driver disagrees with the reason for the denial, it becomes a proper subject for the grievance procedure. To be denied a route, a driver must be given notice no later than the last day of the work year that the route will be denied for bid by him or her in August. Before a route is denied, efforts will be made to adjust the route to eliminate the run or portion of the route causing the dispute if practical.
- e. The employer reserves the right to make any additions, deletions or changes in routes, shuttles, stops, length and number of runs and routes as it determines necessary for the efficient operation of the transportation system.

## **2. TRIPS AND EXTRA ASSIGNMENTS**

- a. Upon the completion of the probationary period, drivers become eligible to participate in the seniority rotation for assignment of trips. All trips will be assigned on a rotation basis beginning with the most senior driver on down to the least senior driver. Drivers may participate in the rotation by applying to the Transportation Supervisor prior to the beginning of a Quarter. If a trip is cancelled, the driver shall be assigned the next unassigned scheduled trip. If the driver gives a trip to another driver, it will still be charged to him/her, not the driver that fills in for him/her. The supervisor will keep record of all trips assigned. The steward shall have access to these records. A driver who is unable to drive her/his assigned trip for any reasons must wait for the next rotation.

In the event that a trip is turned down by all the drivers on the trip rotation list, the supervisor may assign the trip to any of the other regular drivers not on the list. In the event that a driver somehow ends up with two (2) trips that conflicts with each other, one shall be assigned to another driver. However, the driver who had the two (2) trips will then be assigned to the next unassigned trip.

- b. If a newly hired regular driver has been previously employed as a bus driver and has driven trips for the school district previously, the transportation supervisor may approve his/her participation in the trip rotation prior to completion of the probationary period. The probationary driver may then be placed on the trip rotation list for participation at the time of approval, but will not be eligible for assignment to a trip until by passed for one (1) trip.
- c. A driver may be bypassed for a trip if the driving time of the trip would result in the payment of overtime rates for all hours of the trip and there is another driver who is available for the trip which would not involve the payment of overtime rates according to the projected time for the trip. Drivers shall be allowed one trip resulting in overtime hours in the same work week, but may be bypassed for any others in the same work week which would result in the payment of overtime rates for all hours driven on the trip. Bypassed drivers shall be deemed at the top of the rotation for the next workweek in order of seniority.
- d. Drivers must drive all continuous runs of their route, which can be completed when all students have been discharged preceding the trip to be eligible for the trip. A driver is not eligible to drive a trip which conflicts with a continuous run, unless the driver elects not to drive the entire run with which the trip conflicts.
- e. Any error in the assignment of trips shall be corrected only by skipping the driver(s) who received a trip(s) in error on her/his next turn(s) in the rotation. A driver who is skipped through error shall receive the next available trip.
- f. When rotation drivers or other regular drivers not on the rotation cannot be contacted or when a rotation driver would receive overtime rates for all hours of the trip substitute drivers may be used. The employer may elect at any time in its discretion not to bypass the driver and pay the overtime rates for the trip.
- g. The employer reserves the right to determine the route and method by which students are to be transported on trips, and to determine whether students will be transported by school bus on any trip.

The District has the discretion to use charter bus services under the

following conditions.

1. Trips that are out of state or the established grade level trips, which are those that include multiple buses for hours that extend through daily routes.
2. Post Season sporting events and school activity events that advance to the district, regional or state level
3. Trips with special circumstances may use charter bus services after prior conversations between the Superintendent, and or designee, and the union.

When it is determined that a school bus or school transportation vehicle will be used to transport ten (10) or more students on a trip, the trip will be posted for assignment through the seniority rotation.

- h. Runs which become available for a substitute assignment because the regularly assigned driver has an extra trip or because of special circumstances such as a doctors appointment, etc. may be given to a regular driver whose run is not in conflict with the available run.
- i. Any temporary route, run, stop, or shuttle after five (5) working days shall be added to the most senior driver whose route, run, stop, or shuttle is not in conflict with contract insurance benefits coverage. Temporary route, run, stop, or shuttle changes, as described above, shall not exceed ninety (90) working days, after which time, the superintendent or his/her designee has the right to assign the route, run, stop, or shuttle in the most cost effective, efficient manner.
- j. It is understood the members of the bargaining unit set forth in Article I, Recognition, have the responsibility for performing duties normally associated with those positions. These duties shall be assigned only to a person who is or will become a member of the bargaining unit represented by the union. Exceptions to this provision shall be:
- k. The Board retains the rights to employ non-bargaining unit members in and for those situations where there exists insufficient bargaining unit members to perform a specific task(s) within the time period where such task(s) must be concluded or,
- j. It is understood the members of the bargaining unit set forth in Article I, Recognition, have the responsibility for performing duties normally associated with those positions. These duties shall be assigned only to a person who is or will become a member of the bargaining unit represented by the union. Exceptions to this provision shall be:

The Board retains the rights to employ non-bargaining unit



members in and for those situations where there exists insufficient bargaining unit members to perform a specific task(s) within the time period where such task(s) must be concluded or,

No member or insufficient members of the bargaining unit possess the skills/training necessary to perform the task(s) must be concluded or,

Also excluded are daily substitutes employed to temporarily replace an absent bargaining unit member and temporary\*/seasonal employees hired to supplement the regular work force, so long as the use of such employees does not deny and/or abridge the contractual rights herein granted to bargaining unit members.

**\*Provided their employment is ninety (90) workdays or less.**

- k. Drivers may not transport unauthorized persons. Any attempt by an unauthorized person to board a bus should be reported by radio to the transportation office. Do not leave a location with an unauthorized person on board
- l. Drivers must secure vehicle assignments, keys, directions, and maps well in advance.
- m. Drivers will report to work and indicate time on-duty with sufficient time to perform a required pre-trip inspection and arrive at the pick-up point at the scheduled pick-up time. Upon completion of the assignment, drivers will return directly to the depot, perform necessary post trip cleaning and inspection, and indicate time off-duty on the field trip assignment form.
- n. Drivers shall not be required to transport students to a school-sponsored activity without a coach, teacher, or chaperone. Notify the transportation office if this occurs.
- o. When at special trips, athletic events, etc., drivers shall return to the vehicle in time to perform a safety check, warm the bus, and be ready to depart when the group returns.
- p. Drivers shall complete the trip slip issued to them for the trip and submit it to the office at completion of the pay week.
- q. Drivers shall remain at the trip destination unless other arrangements have been made with the Supervisor of Transportation or special trip sponsor.
- r. Upon completion of the extra trip, the driver shall clean the inside of the bus, providing time does not conflict with regular route.

## **BUS DRIVERS COMPENSATION DEFINITIONS**

1. Drivers are scheduled to drive their routes for the student instruction days scheduled in the school calendar for the students assigned to their routes. A driver relinquishing any portion of his/her scheduled route to drive a trip shall be deemed to have been provided a full scheduled route on that date.
  
2. Bus drivers shall be paid the hourly rates as specified for all duty time on regularly scheduled routes and trips or on tasks attendant to the regularly scheduled route or trip. A time allotment shall be determined by October 15 for each route which shall be the normal amount of time needed to drive the route and perform other attendant duties under the ordinary and usual road conditions, weather and other relevant circumstances. To receive payment for hours of work beyond the time allotment, the driver must submit a time deviation report on a form provided by the supervisor which shall specify the reasons for the additional time involved. Deviation reports shall be submitted to the supervisor by the driver by the end of the workweek. Deviation shall be verified and granted or denied within five (5) workdays after being submitted to the Transportation Supervisor. Upon verification of the time and reasons as operationally necessary, the driver shall be notified and the deviation shall be recorded and submitted to the payroll department for payment. Bus drivers will not be paid for non-duty time between segments of the daily route. A time period in excess of twenty (20) minutes between the segments of the daily route shall be non-duty time unless otherwise designated by the transportation supervisor. Time periods of twenty (20) minutes or less between segments of the daily route shall be designated duty-time for which the bus driver will be paid and perform tasks or duties related to their bus and/or route.
  
3. A driver shall receive his/her regular hourly rate of pay for any extra duties such as rosters, maps, etc. If this can not be completed during scheduled time and extra time is needed, then prior approval is needed.  
  
Any in-service meeting or other meeting requiring attendance of the drivers by the supervisor shall be paid at the regular hourly rate.
  
4. The regular hourly rate will be paid to each regular bus driver who delivers his/her bus to the designated site for the annual state police inspection.
  
5. Any time a driver is asked to report for work other than his/her assigned regular route and his/her time is less than one (1) hour, he/she shall be paid a minimum of one (1) hour's pay. If already scheduled for work during this time there shall be no extra pay.

6. The Employer shall pay the fee for the license required to drive a school bus.

## **USE OF ORCHARD VIEW SCHOOL VEHICLES**

1. The unauthorized use of a school vehicle is forbidden and may subject the employee to disciplinary action.
2. Buses may be parked at a private residence or place of business with prior approval. During layovers, buses may return to the bus garage or may remain parked at a school if that results in less accumulated mileage. Buses are not to be driven out of the district unless by specific assignment.

## **RADIO/CELL PHONEPROCEDURE**

1. Control: Federal Communications Commission (FCC) rules charge the district with the proper operation and use of each radio transmitter. Violation of FCC rules may result in action against the individual and affect the district's license to operate.
2. General Rules of Operation:
  - a. Radio equipment shall be operated only for communication related to the official business of the Transportation Department and only by authorized personnel.
  - b. Prohibited transmissions:
    - 1) Inappropriate, indecent, obscene or profane words, language, or meaning.
    - 2) Personal messages except as may relate to a personal emergency. **Do not use the radio for communications which could wait until you return to the office.**
  - c. Specific responsibilities:
    - 1) While you are on the bus, the radio shall be left on with the volume adjusted loud enough to hear transmissions.
    - 2) When you wish to transmit, remove the microphone from the holder and monitor for several seconds. Listen for others. Don't interrupt other communications.
    - 3) Key the microphone before you speak. Many times the first words spoken are not transmitted because they occur as the

microphone is keyed.

- 4) Identify yourself to Base by using your bus number (example: Bus 15 to Base).
  - 5) Give Base a few moments to answer.
  - 6) When Base answers "Base", state your message clearly and briefly.
  - 7) When you have finished, you should clear the air so that others will know you are finished transmitting by using the term "out".
3. Cell Phones
- a. Cell phones shall not be used while driving.

## **ACCIDENTS AND EMERGENCY SITUATIONS**

1. Accident investigations to determine causes and solutions are made by the Supervisor of Transportation, other administrators, and bargaining unit representatives (if appropriate).

## **SCHOOL BUS DRIVER CONTINUING EDUCATION CURRICULUM**

1. **The School Bus Driver Continuing Education Curriculum addresses the following issues and the procedures:**
  - a. **Vehicle Pre-Trip Inspections**
  - b. **Vehicle Post Run Inspection**
  - c. **Student Drop-off Procedure**
  - d. **Cargo**
  - e. **Bus Stop Procedure**
  - f. **Railroad Crossings**

## **INCLEMENT WEATHER - SCHOOL DELAY AND CLOSING PROCEDURE**

Announcements regarding school delay or cancellations will be made through local radio and television stations.

The bus drivers will be notified by use of a phone tree, initiated by the Supervisor of Transportation.

## **TRANSPORTATION DEPARTMENT GUIDELINES**

### **Coaches, Teachers, Advisors, and Chaperones**

1. Assist the bus driver by assuming primary responsibility for riders on extra trip runs.
2. Take a roll or headcount prior to leaving each departure point.
3. Maintain appropriate passenger behavior on the bus at all times. Check with the driver if guidelines are not known.
4. Report all injuries or possible injuries that happen while a person is riding the bus to the driver immediately.
5. Stops for breaks, eating establishments, etc. will be the responsibility of the group leader, not the bus driver.
6. Physical discipline or contact with students is not permitted unless such action is necessary to protect other riders or school property. Extreme caution must be exercised whenever such action is required and all details of such situations must be reported to the school administration at the earliest possible time after it occurs.
7. Remind the students that the bus contains the name of our school district and the bus number. Encourage riders to always be positive representatives of Orchard View Schools.

**OUR GOAL IS TO MAKE EACH TRIP SAFE AND ENJOYABLE  
FOR EACH AND EVERY RIDER**



# ORCHARD VIEW SCHOOLS

*Food Service*

***EMPLOYEE HANDBOOK***

# INTRODUCTION

This handbook is designed to provide you with the information necessary to provide safe, dependable, friendly and efficient services to our students. Your skill and ability in dealing with students will often affect the rest of their day. Do not underestimate your importance as an adult representative of the school district with whom students have contact. There is no substitute for staff personnel who are fair, consistent, positive, honest and friendly toward children.

The rules in this handbook provide standards which meet the needs of both the employer and employees. It is fair that employees be aware of expectations, which the employer has of them. The employer must apply these standards in an orderly and equitable manner. This handbook is intended to supplement, but not supersede, the Master Union Agreement.

The handbook includes many rules, policies and procedures. It is not to be considered as all-inclusive but subject to continued change and development as mutually agreed upon by the parties. Employees who are in doubt or have a question should first request clarification from their Association and/or Employer/Director of Dining Services.

## POSTINGS

Postings for new and vacant positions shall reflect the current staffing needs of the Orchard View Schools.

Each job posting shall state the minimum skills necessary to fulfill the essential requirements of the job as established in the handbook classifications. Each job posting will also reflect all protections against discrimination based on age, race, gender, or any other characteristics as mandated by law.

New and vacant positions will be posted internally first and filled according to the seniority status of applicants from the pool of current employees according to language in the Master Agreement of each bargaining unit.

Timelines for postings and deadlines for applications shall also be standard in accord with contractual language.

All job postings for Orchard View School shall be issued from the Personnel Department in Central Office and shall stay consistent with previous postings.

## CONFIDENTIALITY

Employees are expected to maintain confidentiality when it comes to student and employee records.



## DUTIES OF EMPLOYEES

### ***First Cook***

Employees in this group are responsible for operation of kitchen or kitchens, ordering, inventory, food prep, duty designation, record keeping, and menu planning. These employees need to have knowledge of state & federal guidelines. They need to have knowledge of all kitchen equipment. They may be cashiers and are responsible for the deposits.

### ***Second Cook***

Employees in this group assist the first cook with food prep and are able to assume all first cook duties when necessary. They may be cashiers and may be responsible for deposits.

### ***Food Service Worker***

Employees in this group assist in light food prep. They may serve food, be cashiers, are responsible for clean up and may also be responsible for deposits.

### ***Food Service Worker/Driver***

Along with FSW duties, this person is responsible for the delivery of food within the Orchard View School District. They need to maintain safe operation of school vehicle while transporting food and supplies.

## RECOMMENDED SKILLS FOR FOOD SERVICE GROUPS:

R=Required

N/A=Not applicable

<b>Skills</b>	<b>1<sup>ST</sup> Cook</b>	<b>2<sup>ND</sup> Cook</b>	<b>FSW</b>
Running Registers	R	R	Minimum
Ordering	R	R	Minimum
Production	R	R	Minimum
Inventory	R	R	Minimum
Deposits	R	Minimum	Minimum
Main Entrée	R	Minimum	N/A
Satellite Food	R	Minimum	N/A
Breakfast Duty	R	R	R
Service Food	R	R	R
Responsible for overseeing kitchen	R	Minimum	Minimum
Able to do First Cooks duties	R	R	N/A
Stock	R	R	R
Secondary Food Items	R	R	R
Sub Bar	R	R	R
Dishes	R	R	R
Clean-up	R	R	R
Kitchen – Cafeteria Set-up	R	R	R

\*\*All positions must be able to lift 50 lbs without assistances

## WORK GUIDELINES

It is the desire of Orchard View Schools to maintain the most harmonious, pleasant, and positive work environment possible. Assuring that standards are known in advance by employees is important.

**Absence:** In case of absence, the following procedures shall be followed: If the employee has a pre-planned absence, they are required to call their own sub off the designated sub list and notify their 1<sup>st</sup> Cook or Supervisor (if no 1<sup>st</sup> Cook). If the employee is out sick for the day, the employee is required to call their 1<sup>st</sup> Cook or Supervisor (if no 1<sup>st</sup> Cook); then the 1<sup>st</sup> Cook will call for a sub off the designated sub list. If the 1<sup>st</sup> Cook in the building is absent for the day, the 2<sup>nd</sup> Cook or Food Service worker (by seniority in the building) moves up to the 1<sup>st</sup> Cook position. If the 2<sup>nd</sup> Cook moves up to the 1<sup>st</sup> Cook position, a Food Service Worker then moves up to the 2<sup>nd</sup> Cook position (by seniority in the building), and the Food Service Worker position is then subbed out.

**Overtime and/or catering** – shall be offered within the building to the 1<sup>st</sup> and 2<sup>nd</sup> cooks, then to the 1<sup>st</sup> and 2<sup>nd</sup> cooks district wide and then to the Food Service Workers. If the 1<sup>st</sup> and 2<sup>nd</sup> cooks do not want the overtime and/or catering, it will then be offered to the Food Service Workers in the same manner.

## ACCIDENTS AND INJURIES

Employees are required to report all injuries or diseases, which arise as a result of employment with Orchard View Schools on a district injury report form

## QUALIFICATIONS AND REQUIREMENTS

1. Dress Code:
  - a. White, khaki, or black slacks or skirts (no sweatpants or running pants).
  - b. Clean shirts without advertising (no mid-drift style shirts).
  - c. Casual days per building guidelines.
  - d. Shoes (non-slip/closed toe).
  - e. Clean and wrinkle free clothing.

## PERSONAL HYGIENE

### ***Wash Your Hands.....***

- ◆ ***Before and after your shift***
- ◆ ***Before and after eating***
- ◆ ***After coughing or sneezing***
- ◆ ***Before and after break time***
- ◆ ***After handling chemicals***
- ◆ ***Before preparing or serving food***

The handbook says (under Absence): In case of absence, the following procedures shall be followed: If the employee has a pre-planned absence, they are required to call their own sub off the designated sub list and notify their 1<sup>st</sup> Cook or Supervisor (if no 1<sup>st</sup> Cook). If the employee is out sick for the day, the employee is required to call their 1<sup>st</sup> Cook or Supervisor (if no 1<sup>st</sup> Cook); then the 1<sup>st</sup> Cook will call for a sub off the designated sub list. If the 1<sup>st</sup> Cook in the building is absent for the day, the 2<sup>nd</sup> Cook or Food Service worker (by seniority in the building) moves up to the 1<sup>st</sup> Cook position. If the 2<sup>nd</sup> Cook moves up to the 1<sup>st</sup> Cook position, a Food Service Worker then moves up to the 2<sup>nd</sup> Cook position (by seniority in the building), and the Food Service Worker position is then subbed out.

With that being said, Food Service workers can move from one Food Service Worker Position to another to fill in for employee who is out. The final position open will be subbed out, the additional hours will not be added to any positions.

Please keep in mind that there is language for temporary vacancies that will need to be followed if said employee is absent for more than three weeks.

A temporary vacancy shall be a vacancy of twelve weeks or less. Temporary vacancies shall first be offered to employees, qualified to perform the duties, based on seniority. In the event that no member of the bargaining unit possesses the skills necessary to perform the duties of the temporary position, the temporary vacancy may be filled in a manner at the employer's discretion. Temporary vacancies shall only exist after the employee is absent for more than three weeks and is expected to be absent longer.

Once the parties are aware that a position will be vacant for 12 weeks or more, said position will be posted according to the guidelines of the contract. The vacancy that exists at the end of this process may be filled by a substitute for a period not to exceed 6 months, provided there are not bargaining unit members on layoff in the classification.

Exempt from shifting positions would be the driver/food service worker unless the hours at the building do not conflict with their normal schedule.

If special circumstances arise, the parties will meet to discuss the issue so as not to affect the success.

# **ORCHARD VIEW SCHOOLS**

**Administrative Assistants  
Clerks**

**EMPLOYEE HANDBOOK**

# INTRODUCTION

This handbook is designed to provide you with the information necessary to provide safe, dependable, friendly and efficient services to our students. Your skill and ability in dealing with students will often affect the rest of their day. Do not underestimate your importance as an adult representative of the school district with whom students have contact. There is no substitute for staff personnel who are fair, consistent, positive, honest and friendly toward children.

The rules in this handbook provide standards, which meet the needs of both the employer and employees. It is fair that employees be aware of expectations, which the employer has of them. The employer must apply these standards in an orderly and equitable manner. This handbook is intended to supplement, but not supersede, the Master Union Agreement.

The handbook includes many rules, policies and procedures. It is not to be considered as all-inclusive as it will be subject to change as employer and Association mutually agree. Employees who are in doubt or have a question should request clarification from supervisor and/or union rep.

## POSTINGS

Postings for new and vacant positions shall reflect the current staffing needs of the Orchard View Schools.

Each job posting shall state the minimum skills necessary to fulfil the essential requirements of the job as established in the handbook classifications. Each job posting will also reflect all protections against discrimination based on age, race, gender, or any other characteristics as mandated by law.

New and vacant positions will be posted internally first and filled according to the seniority status of applicants from the pool of current employees according to language in the Master Agreement of each bargaining unit.

Timelines for postings and deadlines for applications shall also be standard in accord with contractual language.

All job postings for Orchard View School shall be issued from the Personnel Department in Central Office and shall stay consistent with previous postings.

## CONFIDENTIALITY

Employees are expected to maintain confidentiality when it comes to student and employee records.

## DUTIES OF EMPLOYEES

### ***Administrative Assistant***

Employees in this group perform administrative assistant duties requiring proficiency in the areas of office management, fiscal management, and customer relations. These employees may guide and organize the work of clerks. Administrative Assistant is distinguished from the clerk by the increased responsibility and skill expected in the duties of this classification. These employees are required to possess computer, accounting and clerical skills required to maintain the school building and/or department. These positions assist the administrators by performing a variety of tasks related to meeting, conference and building schedules. They handle correspondences and coordinate work flow.

### ***Clerks***

Employees in this group may be required to handle receptionist type duties. These people assist Administrative Assistants (see attached grid).

### ***Copy Clerk***

This person will have the ability to run a variety of copy machines and folding machines or needs to have the ability to learn. This person will be able to operate equipment and keep equipment in good working order or willingness to learn.

### ***Library Clerk***

This person(s) is responsible for the basic duties associated with the operation process of the library.

### ***Recommended Skills for Administrative Assistant/Clerk Groups:***

<b>Skills</b>	<b>Administrative Assistant</b>	<b>Clerk Including Print Shop &amp; Library Clerks</b>
<b><i>P – Proficient, VB – Very Basic, B – Basic, RQ – Required, R – Recommended, N/A – Not applicable</i></b>		
Typing	P	B
Data Entry	P	VB
Writing Composition Skills	P	N/A
• Proofing	P	B
Communication Skills	P	B
• Correspondences	P	N/A
• Verbal	P	B
Computer Proficient in Multiple Programs	RQ	N/A
Computer Proficient	RQ	RQ
Ability to Multi-Task	RQ	R
Basic Math Skills	RQ	RQ
Accounting	P	B
• Accounts Receivable	RQ	
• Accounts Payable	RQ	
• Pupil Accounting Process	<b>Position Specific</b>	
• Budget Process	P	
• Purchasing Process	RQ	

• Payroll	<b>Position Specific</b>	
Knowledge and Usage of basic office machines	<b>RQ</b>	<b>RQ</b>
Basic First Aid	<b>RQ – District Provide Training</b>	
Student Enrollment Procedures	<b>Position Specific</b>	<b>N/A</b>
Organizational Skills	<b>P</b>	<b>B</b>
Ability to provide customer service	<b>RQ</b>	<b>RQ</b>
Knowledge of Internet functions	<b>RQ</b>	<b>RQ</b>
Ability to email and use Internet or willingness to learn	<b>RQ</b>	<b>RQ</b>
Record keeping skills	<b>RQ</b>	<b>RQ</b>
<b><i>P – Proficient, VB – Very Basic, B – Basic, RQ – Required, R – Recommended, N/A – Not applicable</i></b>		
<b><i>***Training for job specific duties to be provided by district (i.e. accounting system, student system, new software, etc.)</i></b>		

## WORK GUIDELINES

It is the desire of Orchard View Schools to maintain the most harmonious, pleasant, and positive work environment possible. Assuring that standards are known in advance by employees is important.

**Absence** - In case of absence, employees are required to find their own sub off the designated sub list and notify their supervisor. If they are not able to find a sub, the employee is required to notify their supervisor or designated office. If the Administrative Assistants is absent for the day in an office where there is an Administrative Assistant and a Clerk, the Clerk may move up to the Administrative Assistant position and the clerk position may then be subbed out.

## ACCIDENTS AND INJURIES

Employees are required to report all injuries or diseases, which arise as a result of employment with Orchard View Schools on a district injury report form.

# *Orchard View Schools*

**Educational Program Technicians**

**Library Technicians**

**Instructional Technicians**

**Special Skills Student Assistants**

**Interpreter**

**Employee Handbook**



## **INTRODUCTION**

This handbook is designed to provide you with the information necessary to provide safe, dependable, friendly and efficient services to our students. Your skill and ability in dealing with students will often affect the rest of their day. Do not underestimate your importance as an adult representative of the school district with whom students have contact. There is no substitute for staff personnel who are fair, consistent, positive, honest and friendly toward children.

The rules in this handbook provide standards, which meet the needs of both the employer and employees. It is fair that employees be aware of expectations, which the employer has of them. The employer must apply these standards in an orderly and equitable manner. This handbook is intended to supplement, but not supersede, the Master Union Agreement.

The handbook includes many rules, policies and procedures. It is not to be considered as all – inclusive as it will be subject to change as employer/Association mutually agree. Employees who are in doubt or have a question should request clarification from their supervisor and/or union representative.

## **POSTINGS**

Postings for new and vacant positions shall reflect the current staffing needs of the Orchard View Schools.

Each job posting shall state the minimum skills necessary to fulfill the essential requirements of the job as established in the handbook classifications. Each job posting will also reflect all protections against discrimination based on age, race, gender, or any other characteristics as mandated by law.

New and vacant positions will be posted internally first and filled according to the seniority status of applicants from the pool of current employees according to language in the Master Agreement of each bargaining unit.

Timelines for postings and deadlines for applications shall also be standard in accord with contractual language.

All job postings for Orchard View School shall be issued from the Personnel Department in the Central Office and shall stay consistent with previous postings.

## **CONFIDENTIALITY**

Employees are expected to maintain confidentiality when it comes to student and employee records.

## **DUTIES OF EMPLOYEES**

### **Library Technicians**

These individuals work with multiple staff and students. These positions require knowledge of AV equipment, software knowledge, ability to troubleshoot computer problems, and be responsible for inventory of materials and equipment. (See attached grid)

### **Instructional Technicians**

These individuals work with multiple staff and students. These positions require software knowledge, and the ability to troubleshoot computer problems. The individuals should have the willingness to be trained as new technology/software is implemented. They should also be able to set up a computer. They should have the willingness to learn multiple software programs. Primary purpose is to maintain technology, allowing students, staff access and use to computers. (See attached grid)

### **Special Skills Student Assistant**

These positions require special skills needed by student such as sign language, Braille, etc. These individuals will follow one student to multiple areas. District needs to provide appropriate training. This position must also have the ability to learn and demonstrate an understanding of Braille in accordance with National Library Service standards (for the Braille position). Must be Highly Qualified per the Department of Education

### **Interpreter**

This position would be responsible for providing interpreter services to a student attending Orchard View Schools as deemed by IEPC. This position's primary function is to translate oral information into sign language or signed English, and signed information into spoken English for the student and staff throughout the school day. These employees work only on the days the student assigned is in school. If the employee shows up and the student is absent, the employee will be compensated for 1 hour of pay and sent home. This person must be certified as per State guidelines.

***Note: Interpreters who are not certified as defined in the Michigan Compiled Laws and known as the Deaf Persons' Interpreter Act (RID/NAD) shall be paid at a lower rate of \$17.00 per hour until that person becomes certified.***

**Recommended Skills for: Education Program Technicians:**

Skills	Instructional Techs/ Library Techs	Special Skills Student Assistants	Interpreter
Computer Operations Knowledge	Required	N/A	Basic
Knowledge of AV Equipment	Position Specific	N/A	Basic
Internet Knowledge	Required	Required	Required
E-Mail Knowledge	Required	Required	Required
Basic Software Knowledge	Required	Required	Required
Instructional Skills	Required	Required	Required
Basic Writing & Grammar Skills	Required	N/A	Required
Basic Communications Skills	Required	Required	Required
Ability to work with large groups of students	Required	Required	Required
Basic Telephone Skills	Required	Recommended	Recommended
Lifting	Minimal	N/A	N/A
Inventory Control	Required	N/A	N/A
Basic Equipment Maintenance/ Troubleshooting	Required	N/A	N/A
Professional Courtesy	Required	Required	Required
Basic First Aide	Required – District Provide Training		
Certified as per State guidelines	N/A	N/A	Required

Instructional Techs and Special Skills Assistants must meet one of the following requirements:

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours); or
- Obtain an associate’s degree (or higher); or
- Meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment.
  - Knowledge of, and the ability to assist in, instructing reading, writing, and mathematics; or
  - Knowledge of, and the ability to assist in, instructing reading readiness, writing readiness, and mathematics readiness, as appropriate.

The Michigan State Board of Education has approved the following formal assessments by which a teacher assistant can demonstrate knowledge:

- WorkKeys (Passing scores: Reading for Information – 4, Applied Mathematics – 4, Writing – 3)
- Michigan Test for Teacher Certification – Basic Skills (MTTC)
- ETS Parapro Assessment (Passing score: 460)

**WORK GUIDELINES**

It is the desire of Orchard View Schools to maintain the most harmonious, pleasant, and positive work environment possible. Assuring that standards are known in advance by employees is important.

### **Absence**

In case of absence, employees are required to call their own sub off the designated sub list and notify their supervisor. If they are not able to find a sub, the employee is required to notify their supervisor or designated office.

### **ACCIDENTS AND INJURIES**

Employees are required to report all injuries or diseases, which arise as a result of employment with Orchard View Schools on a district report form.

### **SPECIAL SKILLS STUDENT ASSISTANT (Braille)**

Due to the need for a specific type of Special Skills Student Assistant (Braille), the parties agree to the following skills:

The contract currently reads that these positions require special skills needed by student such as sign language, Braille, etc. These individuals will follow one student to multiple areas. This position must also have the ability to learn and demonstrate an understanding of Braille in accordance with National Library Service standards. Must be Highly Qualified per the Department of Education.

The recommended skills for this position will be as follows.

- Basic First Aid/CPR
- Basic Computer Operations
- Basic Communication Skills
- Typing and Keyboarding Skills
- Use of braille translation software
- Ability to participate in professional development opportunities to advance braille skills beyond basic levels. This may include participation in the braille program offered by the National Library Service at no charge to the participant
- Ability to transcribe materials including books, workbooks, testing material, and classroom work for students with visual impairments
- Maintain accurate records of all transcripts
- Maintain a properly labeled file folder on all materials, which should be retained for future use
- Manage time so as to complete transcriptions as they are needed by consultants
- Make necessary adaptations of materials for students with visual impairments in conjunction with teacher(s)
- Remain current in relevant computer technology
- Maintain a resource file for locating alternative sources of braille materials
- Coordinate with consultant for students with visual impairment and/or classroom teachers to prepare transcribed materials. Help with activities for the ongoing maintenance of the program for students with visual impairments

This agreement is expressly understood to apply to this position only and does not set precedent for any other positions or person.

# **ORCHARD VIEW SCHOOLS**

## **PARAPROFESSIONALS**

**Teacher Assistants  
Health Care Assistants**

## **STUDENT SUPERVISORS**

**ISS Supervisor for MS/HS  
Student Supervisors**

**(which includes Lunch & Play, Bus Assistant and ISS for Elementary level only)**

## **EMPLOYEE HANDBOOK**

## **INTRODUCTION**

This handbook is designed to provide you with the information necessary to provide safe, dependable, friendly and efficient services to our students. Your skill and ability in dealing with students will often affect the rest of their day. Do not underestimate your importance as an adult representative of the school district with whom students have contact. There is no substitute for staff personnel who are fair, consistent, positive, honest and friendly toward children.

The rules in this handbook provide standards, which meet the needs of both the employer and employees. It is fair that employees be aware of expectations, which the employer has of them. The employer must apply these standards in an orderly and equitable manner. This handbook is intended to supplement, but not supersede, the Master Union Agreement.

The handbook includes many rules, policies and procedures. It is not to be considered as all-inclusive as it will be subject to change as employer Association mutually agrees. Employees who are in doubt or have a question should request clarification from their Supervisor and/or union rep.

## **POSTINGS**

Postings for new and vacant positions shall reflect the current staffing needs of the Orchard View Schools.

Each job posting shall state the minimum skills necessary to fulfill the essential requirements of the job as established in the handbook classifications. Each job posting will also reflect all protections against discrimination based on age, race, gender, or any other characteristics as mandated by law.

New and vacant positions will be posted internally first and filled according to the seniority status of applicants from the pool of current employees according to language in the Master Agreement of each bargaining unit.

Timelines for postings and deadlines for applications shall also be standard in accord with contractual language.

All job postings for Orchard View School shall be issued from the Personnel Department in Central Office and shall stay consistent with previous postings.

## **CONFIDENTIALITY**

Employees are expected to maintain confidentiality when it comes to student and employee records.

## **DUTIES OF EMPLOYEES**

### ***In-School Suspension for Middle School & High School***

Responsibilities are monitoring those students who have been assigned to the ISS Room while promoting a learning environment for those students. Also, the individual will be responsible for maintaining records and other tasks pertaining to student monitoring. (See attached grid).

### ***Teacher Assistant***

Teacher assistants shall report and be directly responsible to the assigned teacher/teacher's directives and be involved with the students, monitoring progress, data/record keeping, and reinforcing the lessons and/or activities, or as deemed appropriate by position. (See attached grid).

Teacher assistants may request additional training, as needed, pertaining to their student's educational and health care needs

Teacher Assistants consists of three (3) classifications: Teacher Assistants – Response to Intervention (TA-RTI), Teacher Assistant-Health Care Assistant (TA-HCA) and Teacher Assistant – Intensive Support.

#### **TA-RTI:**

TA-RTIs may be responsible for testing in addition to other responsibilities listed above.

#### **TA-Health Care Assistants:**

TA-HCAs are employed to primarily provide professional and/or certified, specific assistance to identified students. These positions may require district provided training in medical related and bodily care functions to include but not be limited to trachea suction, cauterization, postural drainage or percussion, CPR, ostomy, feeding tubes, bathing, catheterization, diapering, lifting, dispensing of medication and other as allowed by law, per original posting, and agreed to by the association.

TA-HCA must be able to lift at least 50 lbs without assistance. A minimum of two adults are required whenever lifting a student whose weight equal or exceeds 50 pounds unless proper equipment is available to assist.

#### **TA-Intensive Support**

TA-Intensive Support Positions work with students who are identified through their IEP as needing additional/specialized care above or beyond the health care assistant or are assigned to the IRR, ASD or ECSE programs and the need is determined under Article VIII. These position assist students with assignments, redirect student to task, and instruct students on basic life skills (toileting, cleaning up, zip coats, tie shoes, etc.). These employees will need to be able to take care of medical billings.

## ***Student Supervisors***

Responsibilities are monitoring those students not in the classroom during non-educational time. (See attached grid). These employees may be utilized as crossing guards for busy intersections & parking lots, bus assistants, and ISS for elementary level during non-educational time. In applicable positions, these people may be responsible for GENERAL clean up of the cafeteria between servings but not used as a replacement of custodian. .

### *Recommended Skills for: Paraprofessionals and Student Supervisors:*

<b>Skills</b>	<b>Teacher Asst.</b>	<b>Health Care Asst.</b>	<b>ISS Supervisor</b>	<b>Lunch &amp; Play</b>	<b>Bus Asst.</b>
Basic First Aid	Request District Training				
CPR	Request District Training		N/A	RDT	RDT
Behavioral Management	As required through IEPC	Recommended	Required District Training	Recommended	
Ability to run copier	Recommended	Recommended	N/A	N/A	N/A
Experience in working with children	Required				
Computer Operations	Basic	Basic	Basic	Basic	Basic
Basic Communication Skills	Required				
Basic Writing/ Grammar Skills	Required				
Lifting	N/A	Possible	N/A	Minimal	Possible
Record Keeping	Minimal	Minimal	Minimal	Minimal	Minimal
Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition and grammar.	Require	N/A	N/A	N/A	N/A
Knowledge of mathematical concepts and the ability to apply them.	Required	N/A	N/A	N/A	N/A
Ability to apply skills and knowledge when assisting in instruction in Reading, Writing & Math	Required	N/A	N/A	N/A	N/A
Ability to provide one-on-one tutoring with the supervision	Required	N/A	N/A	N/A	N/A



of a highly qualified teacher.					
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\*Teacher Assistants, Health Care Assistants, and ISS Supervisors are not to be used to replace Lunch and Play/Bus Assistant personnel and vice versa.

Teacher Assistants must meet one of the following requirements:

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours); or
- Obtain an associate’s degree (or higher); or
- Meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment.
  - Knowledge of, and the ability to assist in, instructing reading, writing, and mathematics; or
  - Knowledge of, and the ability to assist in, instructing reading readiness, writing readiness, and mathematics readiness, as appropriate.

The Michigan State Board of Education has approved the following formal assessments by which a teacher assistant can demonstrate knowledge:

- Michigan Test for Teacher Certification – Basic Skills (MTTC)
- ETS Parapro Assessment (Passing score: 460)

## WORK GUIDELINES

It is the desire of Orchard View Schools to maintain the most harmonious, pleasant, and positive work environment possible. Assuring that standards are known in advance by employees is important

**Absence** – In case of absence, the employee is required to call their own sub off the designated sub list and notify their supervisor. If they are not able to find a sub, the employee is required to notify their supervisor or designated office.

## ACCIDENTS AND INJURIES

Employees are required to report all accidents, injuries or diseases which arise as a result of employment with Orchard View Schools on a district report form.