

AGREEMENT

Between the

ORCHARD VIEW BOARD OF EDUCATION

And the

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

2007-2008

2008-2009

2009-2010

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AGREEMENT

This agreement is entered into this 14th day of August, 2007, 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". Said Agreement covers the period between July 1, 2007, and June 30, 2010.

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, groundsmen, bus mechanics, all food service employees, and all full-time and part-time bus drivers, all full-time and regularly scheduled part-time Secretaries (administrative assistants), clerks, teacher assistants, library clerks, lunch and playground monitors, bus assistants, instructional technicians, 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 and all other employees of the school 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:

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 hereby designates as its representative for such purpose the principal in each building and the superintendent of schools or his/her designee when the grievance arises in more than one school building.
- C. The term "days" as used herein 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 contract 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 or his/her designee shall meet with the Association representative(s) within fifteen (15) days of the receipt of the grievance or the superintendent with the board may hold a hearing. The Association may request the Board to designate one or more of its members to hold a hearing or otherwise investigate the grievance or prescribe such procedures as it may deem appropriate for consideration of the grievance, provided however, that in no event, except with the express written consent of the association, shall final determination of the grievance be made by the board more than twenty (20) days after its submission to the board, unless otherwise agreed upon by the parties. Notification and scheduling of such meeting shall be made with the Association's choice of representative. Affected employees may or may not be present at such meeting(s). 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.

J. Level Four:

In the event the answer by the superintendent 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 superintendent's answer, OR following the deadline for receipt of the superintendent'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.

K. 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 Collective Bargaining 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.

L. All information necessary to the determination and processing of any grievance shall be furnished upon request to all parties in said grievances.

M. 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.

- N.
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 school 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 members 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 exists insufficient bargaining unit members to perform a specific task(s) within the time period where such task(s) must be concluded or,
 2. No member or insufficient members 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 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 forty-eight (48) hours 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.
- 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 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

ASSOCIATION DUES/ FINANCIAL RESPONSIBILITIES

- A. Upon signed authorization of the employee, the Employer agrees to deduct Association dues and other assessments, as uniformly levied and officially designated by the Association in each of the first twenty (20) pay periods of each work year and shall pay same to the Treasurer of the Association prior to the end of the month.
- B. An employee shall cease to be subject to check off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Association will be notified by the employer of the names of such employees following the end of each month in which the termination took place. The Board agrees to advise the Association in writing of all additions, deletions, or change in status of members of the bargaining unit.
- C.
 - 1. During the term of this Agreement all employees shall pay either the monthly membership dues of the Association or the appropriate representation service fee of the Association, not to exceed the amount of the dues uniformly required of members of the Association. The employee may pay such dues or fees directly to the Association or authorize payment through payroll deduction, as herein provided.
 - 2. The Association shall certify to the Board at the beginning of the school year, the membership of the Association subject to deduction of membership dues and the amount of the Association dues to be deducted. The Association shall also certify to the Board as soon as the amount is known, the amount of representation service fees to be deducted. These amounts so certified and deducted shall be forwarded to the Association, provided that when an employee objects to the appropriate amount of the representation service fee, the amount of the deduction contested shall be placed in an escrow account as required by law until a determination of the appropriate amount of the deduction has been determined. An employee contesting the appropriate amount of the representation service fee to be deducted must exhaust the internal administrative procedures of the Association.
 - 3. The remedies of such procedures shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.
 - 4. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of this fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year. Consequently, the parties agree that the

procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.

5. In the event that an employee shall not pay such representation service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, upon completion of the procedures contained herein at the request of the Association and pursuant to MCLA 408.477, deduct the representation service fee from the employee's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made as provided in section A. above.
6. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477, shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the employee that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the employee fails to remit the service fee or authorized deduction for same, the Association may request the Board to make the deduction. The Board upon receipt of the request for involuntary deduction shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service to the Association or authorized payroll deduction for same.
7. An employee shall cease to be subject to payment of dues or the representation service fees beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Association will be notified by the employer of the names of such employees following the end of each month which the termination took place. The Board agrees to advise the Association in writing of all additions, deletions or change in status of members of the bargaining unit.
8. In the event of any legal action against the Board in any court or administrative agency because of its compliance with section C. of this Article, the Association agrees to defend against such action at its own expense and through its own counsel. The Association shall consult with the Board regarding the appointment of counsel and agrees that its legal counsel shall consult with the Board's legal counsel regarding defense of the action and litigation strategy.
9. The Association agrees to indemnify and hold the Board, including each individual school board member and its agents, harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability and expense, including but not limited to back pay damages and all court or administrative agency costs that may arise out of or by reason of any action or legal stance taken by the Board for the purpose of complying with this Article. It is specifically expressly agreed that any payment for these specified

reasons shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any monies for any reason associated with the provisions of this Article.

10. In the event that sub-section 9 above should be held illegal by a court of final jurisdiction the Association agrees that no settlement or compromise shall be agreed upon which imposes any detriment to the Board without its consent and prior consultation.

E. 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, Muskegon County School Employees 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 member 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 which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member 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 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. At 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 ____ 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 or his/her 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 member of the bargaining unit. 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) calendar days. The superintendent or his/her designee may extend the probationary period for an additional sixty (60) calendar 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 48 hours prior of its intent to take such action.
3. If a person who is employed as a substitute has served for sixty (60) continuous calendar days or more in one position, then he/she will be considered to have served his/her probationary period if the school district decides to hire him/her in the same position which he/she substituted.
4. 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.
5. 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 member's accrued active assignment seniority. Seniority accrued in one department and classification shall not be applicable or transferable into another department.
- E. Duties of employees to be determined through the development of handbooks for each classification. 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)

Educational Program Technicians

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

Paraprofessionals

1. Teacher Assistants
2. Health Care Assistants
3. ISS Supervisor
4. Lunch/Play Supervisors
5. Bus Assistants

- 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 5th each year of this Agreement. Any objections to the list shall be forwarded to the Association and Employer by December 5th. 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 member invokes his/her seniority to bump into another bargaining unit position, said position shall be considered an open position, and any other bargaining unit member 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 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 three (3) years or length of employment, whichever is greater from the date of layoff.

- 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. Employees within the classification and the Association President will be notified in writing of the existing vacancy. Five (5) days after the notification a job auction will be held using the following procedure:

Job Auction Procedure:

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. He/she will be entitled to the position they held at the time of his/her departure.
6. Only affected bargaining unit members will be allowed to attend the job auction, with the exception of the Union 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 member will be mailed a copy of the posting.

- D. 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 bargaining unit member 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.

- E. 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 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 one week 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 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 no bargaining unit members on layoff in the classification.

- F. Involuntary transfer not related to reduction of personnel shall be based on cause.
- G. Any employee awarded a change in position shall serve a trial period of thirty work days in the new position. During the trial period the employee may decide to return to his/her former position or the supervisor may return the employee to his/her position for stated reasons which are not arbitrary or capricious and the position shall be re-posted.
- H. Temporary employees working in a higher classification will be paid at the higher rate of pay after one (1) week in the higher classification.
- I. Extra Duty Assignments – 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 transportation supervisor and the superintendent 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
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 members shall be excused from reporting to duty without loss of pay.
 2. If school is cancelled after employees have reported for work or after students have reported, employees shall be dismissed immediately after such cancellation 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. 1st and 2nd 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 members requested to report for work when a school or other facility is closed under this provision for emergency reasons, such as snow removal, heating system repair, etc., shall be compensated at double time.
- C. Instructional Technician shall work the scheduled teacher year. Other school year employees shall work the student instructional year.
- D. Bargaining unit members will be informed of medical conditions that may require an emergency response. Training in the emergency response procedures will be provided yearly.
- E. Prior to the beginning of the school year, the Association shall be consulted regarding the planning of in-service sessions for that year that involve bargaining unit members. Following the in-service, an evaluation form will be made available to participants in the session, with the results being compiled and forwarded to the Association.

- F. It is the intent of the parties to this agreement not to abrogate the Collective Bargaining Agreement by the process of school improvement. All recommendations from each Building School Improvement Team and all school safety recommendations shall be reviewed by a District Oversight Committee whose main responsibility shall be to assume compliance with the Master Agreement. The union president and/or designee will become part of the District Oversight Committee.
- G. Bargaining unit members who will be responsible for a special needs student will be given the opportunity to participate in the IEP for that student.
- H. All affected bargaining unit members will be provided IEP information, within the parameters of confidentiality.
- I. The union president and/or designee shall be a member of the C3SI Committee and/or the District Wide School Improvement Team.

ARTICLE XII

WORK WEEK AND WORK HOURS

- A. The work week of regular full-time employees shall be forty (40) hours consisting of eight-hour work days.
- 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 this request in writing to the Director of Facilities. 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 principal 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:
- | | |
|---|----------|
| Five and one-half (5 ½) or more hours | 2 Breaks |
| Between five and one-half (5 ½) hours and three (3) hours | 1 Break |
| Three (3) hours or less | 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 must be approved by the supervisor. Overtime shall be paid at a rate of 1.5 times the employee's hourly rate for all working hours in excess of forty (40) hours per week or work eight (8) hours per day except bus drivers. Bus drivers are eligible for overtime after 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 ½) shall be paid for Saturday work if not part of the employee's normal work schedule (i.e., a five (5) day work 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).

- H. 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:

1. 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.
2. 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.
3. 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.
4. 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.
5. Exceptions to this procedure:
 - a. 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.
 - b. Snowplowing duties which will be posted as in the past.

ARTICLE XIII

PHYSICAL EXAMINATIONS

- A. Bus drivers shall be examined annually prior to September by a physician at the Hackley Occupational Health Clinic or another comparable facility designated by the employer to determine their fitness to drive a school bus. 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 for the full cost. The employee shall be furnished a copy of the report in each case.

- B. 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 1st 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 or his/her designee shall be responsible for approving vacation schedules.

D. Vacation Time

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

E. Termination of Employment

An employee who terminates 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 schools for one full year and has given not less than two weeks notice of the termination 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. Martin Luther King, Jr. Day *In-service for all staff*
4. Good Friday ***If Good Friday falls during Spring Break and another day is taken as this holiday by calendar, 52 week employees will have the right to choose either day as their holiday.*
5. Memorial Day
6. Independence Day
7. Friday Before Labor Day
8. Labor Day
9. Thanksgiving Day
10. Day after Thanksgiving Day
11. Day before Christmas Day
12. Christmas Day
13. Floating Holiday as deemed by the Calendar within the Contract

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 receive the following holidays with pay.

1. Christmas break
2. Spring break
3. Mid-winter break (if scheduled)

Holidays which fall during such breaks are included as part of the holiday break (i.e., not double paid).

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 of schools or his/her designee.

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.
3. Each employee shall receive written notification of his/her accumulated sick leave no later than June 30th of each year.

Sick Leave Severance Incentive - For any employee who works 6 or more hours per day with 15 or more years of service, an amount equal \$45.00 (2007-2008), \$50.00 (2008-2009), and \$55.00 (2009-2010) will be paid for each unused sick day accumulated by the employee. 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).

4. Per FMLA, accumulated sick leave must be used by a bargaining unit member for the purpose of paternity leave.

B. 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 employees 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 his/her designee at least one (1) day in advance. Such time, if not used will accumulate as personal days up to the maximum of 5, then will convert to sick leave.

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

C. Bereavement Leave

Up to five days off with pay 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, step-children, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandchildren, step-mother, step-father, step-siblings, aunt and uncle (including in-laws).

D. Union Leave

Leave days 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 days will continue to be approved as in the past. The Union agrees to accept the responsibility for the substitute(s) pay.

E. 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 school district shall be compensated for those work hours missed because of such testimony.

F. 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 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. 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. 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 anytime 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 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 two (2) years.
 4. Unpaid Leave – will be approved on a case by case basis upon approval of the superintendent.
 5. Military Leave - Any bargaining unit member 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 members 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

The 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.

ARTICLE XVIII

FRINGE BENEFITS

A. Beginning on December 1, 2007, the Employer shall pay the premiums to provide without cost to each employee working at least six (6) hours each work day during the school and/or calendar work year the following MESSA-PAK Plan C for a full twelve (12) month period for the employee and his/her eligible dependents as defined by MESSA. Beginning on September 1, 2007, each employee selecting MESSA-PAK Plan A, shall contribute, on a pre-tax basis, \$75.00 per month toward the cost of Plan A benefits, with the employer paying the remainder of the premium. The Employer shall sign an Employer Participation Agreement.

Employees working at least six (6) hours each work day during the school and/or calendar work year not electing MESSA-PAK Plan A will select MESSA-PAK Plan B. Any contribution amounts exceeding the Employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

PLAN A For employees needing health insurance:

**SUPER CARE 1 w/XVA2 Rider Includes the MESSA Preventive Care Rider
Includes the MESSA Hearing Care Rider**

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 COLA
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; COB

OR

PLAN C For employees needing health insurance: (beginning 12/1/07)

CHOICES II w/XVA2 Rider \$5/\$10 Rx

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
COLA

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; COB

PLAN B For employees not needing health insurance:

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; COB
Long Term Disability	66 2/3% same as Plan A
RX	\$2.00 Co-payment prescription card

Additionally, those selecting Plan B shall be \$450.00 (2007-2008) and \$500.00 (2008-2010) per month which may be used toward tax sheltered annuity per Section 125 Plan.

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

ARTICLE XIX

INJURIES TO EMPLOYEES

Consistent with or in addition to the requirement of the Compensation Act, 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 employee to make a written report, on the form in the Appendix, which shall be forwarded to the office of 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. Employees receiving compensation under provisions of the Worker's Compensation Act, may receive payment of salary equal to the difference between the amount received under the Worker's Compensation Act and the amount being received as salary at the time of the accident. For employees hired or accreted to the bargaining unit after July 1, 1987 in order to receive the difference between the amount received under the Worker's Compensation Act and the amount being received as salary at the time of the accident, those 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

ESEA LANGUAGE

Qualifications of Title I Paraprofessionals

- A Paraprofessionals hired on or before January 8, 2002, and required by the No child Left Behind Act of 2001, 20 USC 6301 et seq., to meet the requirements of 20 USC 6319 © by January 8, 2006 shall:
1. Obtain a secondary school diploma or its recognized equivalent by January 8, 2006; and
 2. Be allowed to elect which of the four options below he/she will elect in order to satisfy requirements of 20 USC 6319 ©:
 - a. Completion of at least 2 years of study at an institution of higher education; or
 - b. Obtain an associates (or higher) degree; or
 - c. As defined by the Michigan State Department of Education, meet a rigorous standard of quality and demonstrate, through a formal State 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, as appropriate or;
 - d. As defined by the mutual agreement of the Association and the employer, meet a rigorous standard of quality and demonstrate, through a formal 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, as appropriate or;
- B The employer shall reimburse the employee the initial testing cost for all existing employees. Reimbursement will be made within four (4) weeks after the employee submits a receipt for the costs. In the case of coursework for college credit, proof of satisfactory completion of the courses.
- C The District will provide professional development (prep) during inservices to assist in satisfactory completion of the assessment.
- D As employee subject to the requirements of 20 USC 6319© who is unable to meet the requirements by the deadline established by law shall be considered for other positions within the district.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2007, and shall continue in effect through the 30th day of June, 2010.

ORCHARD VIEW BOARD OF EDUCATION

By: _____
President

By: _____
Secretary

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

By: _____
President

By: _____
Secretary

Salary Schedule

	2005-2007	2007-2008	2008-2009	2009-2010
	3.20%	2.50%	2.50%	2.50%
First Cook New Hire	\$11.68	\$11.97	\$12.27	\$12.58
Step 1	\$11.91	\$12.21	\$12.51	\$12.83
Step 2	\$12.15	\$12.45	\$12.77	\$13.08
Step 3	\$12.41	\$12.72	\$13.04	\$13.36
Step 4	\$12.65	\$12.97	\$13.29	\$13.62
Step 5	\$12.90	\$13.22	\$13.55	\$13.89
Step 6	\$13.15	\$13.48	\$13.82	\$14.16
Step 7	\$13.41	\$13.75	\$14.09	\$14.44
Step 8	\$13.70	\$14.04	\$14.39	\$14.75
Step 9	\$13.96	\$14.31	\$14.67	\$15.03
Step 10	\$14.24	\$14.60	\$14.96	\$15.33
Second Cook New Hire	\$11.23	\$11.51	\$11.80	\$12.09
Step 1	\$11.45	\$11.74	\$12.03	\$12.33
Step 2	\$11.68	\$11.97	\$12.27	\$12.58
Step 3	\$11.91	\$12.21	\$12.51	\$12.83
Step 4	\$12.15	\$12.45	\$12.77	\$13.08
Step 5	\$12.41	\$12.72	\$13.04	\$13.36
Step 6	\$12.65	\$12.97	\$13.29	\$13.62
Step 7	\$12.90	\$13.22	\$13.55	\$13.89
Step 8	\$13.15	\$13.48	\$13.82	\$14.16
Step 9	\$13.41	\$13.75	\$14.09	\$14.44
Step 10	\$13.70	\$14.04	\$14.39	\$14.75
Food Service New Hire	\$10.81	\$11.08	\$11.36	\$11.64
Step 1	\$11.01	\$11.29	\$11.57	\$11.86
Step 2	\$11.23	\$11.51	\$11.80	\$12.09
Step 3	\$11.45	\$11.74	\$12.03	\$12.33
Step 4	\$11.69	\$11.98	\$12.28	\$12.59
Step 5	\$11.92	\$12.22	\$12.52	\$12.84
Step 6	\$12.16	\$12.46	\$12.78	\$13.09
Step 7	\$12.41	\$12.72	\$13.04	\$13.36
Step 8	\$12.65	\$12.97	\$13.29	\$13.62
Step 9	\$12.91	\$13.23	\$13.56	\$13.90
Step 10	\$13.16	\$13.49	\$13.83	\$14.17
Food Service Worker/Driver New Hire	\$10.81	\$11.08	\$11.36	\$11.64
Step 1	\$11.01	\$11.29	\$11.57	\$11.86
Step 2	\$11.23	\$11.51	\$11.80	\$12.09
Step 3	\$11.45	\$11.74	\$12.03	\$12.33
Step 4	\$11.69	\$11.98	\$12.28	\$12.59
Step 5	\$11.92	\$12.22	\$12.52	\$12.84
Step 6	\$12.16	\$12.46	\$12.78	\$13.09
Step 7	\$12.41	\$12.72	\$13.04	\$13.36
Step 8	\$12.65	\$12.97	\$13.29	\$13.62
Step 9	\$12.91	\$13.23	\$13.56	\$13.90

Step 10	\$13.16	\$13.49	\$13.83	\$14.17
Bus Driver New Hire	\$15.80	\$16.20	\$16.60	\$17.01
Step 1	\$16.36	\$16.77	\$17.19	\$17.62
Step 2	\$16.92	\$17.34	\$17.78	\$18.22
Step 3	\$17.52	\$17.96	\$18.41	\$18.87
Step 4	\$18.13	\$18.58	\$19.05	\$19.52
Step 5	\$18.78	\$19.25	\$19.73	\$20.22
Head Custodial New Hire	\$15.24	\$15.62	\$16.01	\$16.41
Step 1	\$15.79	\$16.18	\$16.59	\$17.00
Step 2	\$16.33	\$16.74	\$17.16	\$17.59
Step 3	\$16.90	\$17.32	\$17.76	\$18.20
Step 4	\$17.50	\$17.94	\$18.39	\$18.85
Step 5	\$18.10	\$18.55	\$19.02	\$19.49
Step 6	\$18.74	\$19.21	\$19.69	\$20.18
Step 7	\$19.40	\$19.89	\$20.38	\$20.89
Step 8	\$20.08	\$20.58	\$21.10	\$21.62
Step 9	\$20.78	\$21.30	\$21.83	\$22.38
Step 10	\$21.50	\$22.04	\$22.59	\$23.15
Custodian New Hire	\$14.32	\$14.68	\$15.04	\$15.42
Step 1	\$14.83	\$15.20	\$15.58	\$15.97
Step 2	\$15.35	\$15.73	\$16.13	\$16.53
Step 3	\$15.89	\$16.29	\$16.69	\$17.11
Step 4	\$16.44	\$16.85	\$17.27	\$17.70
Step 5	\$17.01	\$17.44	\$17.87	\$18.32
Step 6	\$17.61	\$18.05	\$18.50	\$18.96
Step 7	\$18.23	\$18.69	\$19.15	\$19.63
Step 8	\$18.86	\$19.33	\$19.81	\$20.31
Step 9	\$19.53	\$20.02	\$20.52	\$21.03
Step 10	\$20.21	\$20.72	\$21.23	\$21.76
Custodian/Laundry New Hire	\$14.32	\$14.68	\$15.04	\$15.42
Step 1	\$14.83	\$15.20	\$15.58	\$15.97
Step 2	\$15.35	\$15.73	\$16.13	\$16.53
Step 3	\$15.89	\$16.29	\$16.69	\$17.11
Step 4	\$16.44	\$16.85	\$17.27	\$17.70
Step 5	\$17.01	\$17.44	\$17.87	\$18.32
Step 6	\$17.61	\$18.05	\$18.50	\$18.96
Step 7	\$18.23	\$18.69	\$19.15	\$19.63
Step 8	\$18.86	\$19.33	\$19.81	\$20.31
Step 9	\$19.53	\$20.02	\$20.52	\$21.03
Step 10	\$20.21	\$20.72	\$21.23	\$21.76
Custodians:	\$0.30	2 nd Shift Premium	\$0.35	3 rd Shift Premium

Administrative Assistant New Hire	\$13.62	\$13.96	\$14.31	\$14.67
Step 1	\$14.18	\$14.53	\$14.90	\$15.27
Step 2	\$14.73	\$15.10	\$15.48	\$15.86
Step 3	\$15.32	\$15.70	\$16.10	\$16.50
Step 4	\$15.93	\$16.33	\$16.74	\$17.15
Step 5	\$16.57	\$16.98	\$17.41	\$17.84
Step 6	\$17.24	\$17.67	\$18.11	\$18.57
Step 7	\$17.94	\$18.39	\$18.85	\$19.32
Step 8	\$18.64	\$19.11	\$19.58	\$20.07
Step 9	\$19.40	\$19.89	\$20.38	\$20.89
Step 10	\$20.18	\$20.68	\$21.20	\$21.73
Clerk New Hire	\$11.88	\$12.18	\$12.48	\$12.79
Step 1	\$12.35	\$12.66	\$12.98	\$13.30
Step 2	\$12.86	\$13.18	\$13.51	\$13.85
Step 3	\$13.36	\$13.69	\$14.04	\$14.39
Step 4	\$13.89	\$14.24	\$14.59	\$14.96
Step 5	\$14.44	\$14.80	\$15.17	\$15.55
Step 6	\$15.04	\$15.42	\$15.80	\$16.20
Step 7	\$15.63	\$16.02	\$16.42	\$16.83
Step 8	\$16.26	\$16.67	\$17.08	\$17.51
Step 9	\$16.90	\$17.32	\$17.76	\$18.20
Step 10	\$17.59	\$18.03	\$18.48	\$18.94
ISS New Hire	\$10.83	\$11.10	\$11.38	\$11.66
Step 1	\$11.27	\$11.55	\$11.84	\$12.14
Step 2	\$11.70	\$11.99	\$12.29	\$12.60
Step 3	\$12.18	\$12.48	\$12.80	\$13.12
Step 4	\$12.66	\$12.98	\$13.30	\$13.63
Step 5	\$13.16	\$13.49	\$13.83	\$14.17
Step 6	\$13.71	\$14.05	\$14.40	\$14.76
Step 7	\$14.25	\$14.61	\$14.97	\$15.35
Step 8	\$14.82	\$15.19	\$15.57	\$15.96
Step 9	\$15.42	\$15.81	\$16.20	\$16.61
Step 10	\$16.02	\$16.42	\$16.83	\$17.25
Teacher Assistant New Hire	\$9.85	\$10.10	\$10.35	\$10.61
Step 1	\$10.24	\$10.50	\$10.76	\$11.03
Step 2	\$10.65	\$10.92	\$11.19	\$11.47
Step 3	\$11.08	\$11.36	\$11.64	\$11.93
Step 4	\$11.53	\$11.82	\$12.11	\$12.42
Step 5	\$12.00	\$12.30	\$12.61	\$12.92
Step 6	\$12.47	\$12.78	\$13.10	\$13.43
Step 7	\$12.98	\$13.30	\$13.64	\$13.98
Step 8	\$13.48	\$13.82	\$14.16	\$14.52
Step 9	\$14.02	\$14.37	\$14.73	\$15.10
Step 10	\$14.59	\$14.95	\$15.33	\$15.71

Health Care Assistant New Hire	\$9.85	\$10.10	\$10.35	\$10.61
Step 1	\$10.24	\$10.50	\$10.76	\$11.03
Step 2	\$10.65	\$10.92	\$11.19	\$11.47
Step 3	\$11.08	\$11.36	\$11.64	\$11.93
Step 4	\$11.53	\$11.82	\$12.11	\$12.42
Step 5	\$12.00	\$12.30	\$12.61	\$12.92
Step 6	\$12.47	\$12.78	\$13.10	\$13.43
Step 7	\$12.98	\$13.30	\$13.64	\$13.98
Step 8	\$13.48	\$13.82	\$14.16	\$14.52
Step 9	\$14.02	\$14.37	\$14.73	\$15.10
Step 10	\$14.59	\$14.95	\$15.33	\$15.71
Lunch & Play New Hire	\$8.49	\$8.70	\$8.92	\$9.14
Step 1	\$8.83	\$9.05	\$9.28	\$9.51
Step 2	\$9.19	\$9.42	\$9.66	\$9.90
Step 3	\$9.56	\$9.80	\$10.04	\$10.30
Step 4	\$9.94	\$10.19	\$10.44	\$10.70
Step 5	\$10.33	\$10.59	\$10.85	\$11.12
Step 6	\$10.74	\$11.01	\$11.28	\$11.57
Step 7	\$11.18	\$11.46	\$11.75	\$12.04
Step 8	\$11.63	\$11.92	\$12.22	\$12.52
Step 9	\$12.10	\$12.40	\$12.71	\$13.03
Step 10	\$12.57	\$12.88	\$13.21	\$13.54
Bus Assistants New Hire	\$8.49	\$8.70	\$8.92	\$9.14
Step 1	\$8.83	\$9.05	\$9.28	\$9.51
Step 2	\$9.19	\$9.42	\$9.66	\$9.90
Step 3	\$9.56	\$9.80	\$10.04	\$10.30
Step 4	\$9.94	\$10.19	\$10.44	\$10.70
Step 5	\$10.33	\$10.59	\$10.85	\$11.12
Step 6	\$10.74	\$11.01	\$11.28	\$11.57
Step 7	\$11.18	\$11.46	\$11.75	\$12.04
Step 8	\$11.63	\$11.92	\$12.22	\$12.52
Step 9	\$12.10	\$12.40	\$12.71	\$13.03
Step 10	\$12.57	\$12.88	\$13.21	\$13.54
Instructional Tech. New Hire	\$11.87	\$12.17	\$12.47	\$12.78
Step 1	\$12.33	\$12.64	\$12.95	\$13.28
Step 2	\$12.84	\$13.16	\$13.49	\$13.83
Step 3	\$13.35	\$13.68	\$14.03	\$14.38
Step 4	\$13.87	\$14.22	\$14.57	\$14.94
Step 5	\$14.43	\$14.79	\$15.16	\$15.54
Step 6	\$15.00	\$15.38	\$15.76	\$16.15
Step 7	\$15.61	\$16.00	\$16.40	\$16.81
Step 8	\$16.24	\$16.65	\$17.06	\$17.49
Step 9	\$16.89	\$17.31	\$17.75	\$18.19
Step 10	\$17.56	\$18.00	\$18.45	\$18.91

Special Skills Assistant New Hire	\$11.79	\$12.08	\$12.39	\$12.70
Step 1	\$12.26	\$12.57	\$12.88	\$13.20
Step 2	\$12.76	\$13.08	\$13.41	\$13.74
Step 3	\$13.27	\$13.60	\$13.94	\$14.29
Step 4	\$13.81	\$14.16	\$14.51	\$14.87
Step 5	\$14.36	\$14.72	\$15.09	\$15.46
Step 6	\$14.94	\$15.31	\$15.70	\$16.09
Step 7	\$15.53	\$15.92	\$16.32	\$16.72
Step 8	\$16.14	\$16.54	\$16.96	\$17.38
Step 9	\$16.79	\$17.21	\$17.64	\$18.08
Step 10	\$17.47	\$17.91	\$18.35	\$18.81
Library Technician New Hire	\$11.62	\$11.91	\$12.21	\$12.51
Step 1	\$12.07	\$12.37	\$12.68	\$13.00
Step 2	\$12.55	\$12.86	\$13.19	\$13.51
Step 3	\$13.05	\$13.38	\$13.71	\$14.05
Step 4	\$13.58	\$13.92	\$14.27	\$14.62
Step 5	\$14.12	\$14.47	\$14.83	\$15.21
Step 6	\$14.69	\$15.06	\$15.43	\$15.82
Step 7	\$15.27	\$15.65	\$16.04	\$16.44
Step 8	\$15.89	\$16.29	\$16.69	\$17.11
Step 9	\$16.52	\$16.93	\$17.36	\$17.79
Step 10	\$17.17	\$17.60	\$18.04	\$18.49
Interpreter	\$28.00	\$28.50	\$29.00	\$29.50
Longevity:				
After 10 Years	\$475.00	\$500.00	\$525.00	\$550.00
After 15 Years	625.00	650.00	675.00	700.00
After 20 Years	775.00	800.00	825.00	850.00
After 25 Years	925.00	950.00	975.00	1000.00

As per agreed, Longevity is figured on years of service with the district (not including subbing).

Longevity shall be paid in a lump sum by July 1 of each year on a prorated by regular hours per day.

SCHEDULE C

2007-2008

SCHOOL CALENDAR

August 27	New Employee Professional Development
August 28 - 30	Professional Development
Aug. 31 – September 3	Labor Day Holiday
September 4	First Student Day
October 23-26	Early Release Days for the Elementary buildings and the Middle School (four hours and fifteen minutes of instructional time with students + 30 minute lunch) Parent Teacher conferences
Oct. 23 and Oct. 25	Early Release Days for the High School (four hours and fifteen minutes of instructional time with students + 30 minute lunch) Parent Teacher conferences with buildings determining the three hour time blocks
November 1.	Professional Development
November 2	End of first marking period
November 19	Early Release Days for the High School (four hours and fifteen minutes of instructional time with students + 30 minute lunch)
November 20	Half Day for High school (end of trimester)
November 21-23	Thanksgiving Recess
December 21	Christmas Recess begins at end of day
January 7	School resumes
January 18	Half Day for Elementary and Middle School (end of 1 st semester) Full day Teachers
January 21	Martin Luther King, Jr. Day Observance Students off – Professional Development Day for Teachers
January 29-February 1	Early Release Days for the Elementary buildings and the Middle School (four hours and fifteen minutes of instructional time with students + 30 minute lunch) Parent Teacher conferences
Jan. 29 and Jan. 31	Early Release Days for the High School (four hours and fifteen minutes of instructional time with students + 30 minute lunch) Parent Teacher conferences with buildings determining the three hour time blocks
February 15 – 18	Mid-winter Break
March 6	Early Release Days for the High School (four hours and fifteen minutes of instructional time with students + 30 minute lunch)
March 7	Half Day for High school (end of trimester)
March 21	Good Friday Recess No school for students and staff
March 28	End of third marking period
April 7 - 11	Spring Break
April 14	School resumes
May 1	Early Release Days for the High School (four hours and fifteen minutes of instructional time with students + 30 minute lunch)(Spring Conference)
May 23	Professional Development
May 26	Memorial Day
June 5	Half Day for Elementary and Middle School, Full day Teachers
	Early Release Days for the High School (four hours and fifteen minutes of instructional time with students + 30 minute lunch)
June 6	District Records Day Half day students, Full day Teachers (end of 2nd semester)
Total:	174 Students Days Full day (6 hours 20 minutes + 30 minute lunch) 180 Staff Days + 1(if new staff) Early released days (4 hours 15 minutes + 30 minute lunch) Half days (3 hours 10 minutes)

2008-2009

Schedule C. 2008-2009 School Calendar

- Aug 25 New Employee Professional Development
- Aug 26-28 Professional Development Days
- Aug 29-Sept 1 Labor Day Holiday
- Sept. 2 First Student Day
- Oct 21-24 Early Release Days for the Elementary buildings and the Middle School (4 hours and 15 minutes of instructional time with students + 30 minute lunch) Parent Teacher Conferences
- Oct 21 & 23 Early Release Days for the High School (4 hours and 15 minutes of instructional time with students + 30 minute lunch) Parent Teacher Conferences with buildings determining the 3 hour time blocks
- Oct 27 Professional Development
- Nov 7 End of First Marking period
- Nov 20 Early Release High School (4 hours and 15 minutes of instructional time with student + 30 minute lunch)
- Nov 21 1/2 day for High School—end of trimester
- Nov 26-28 Thanksgiving Recess
- Dec 19 Christmas Recess begins at end of day.
- Jan 5 School Resumes
- Jan 19 Martin Luther King Jr. Day Observance—Students off, Professional Development Day for Staff
- Jan 23 1/2 day for Elementary and Middle School—end of semester
- Jan 27-30 Early Release Days for the Elementary buildings and the Middle School (4 hours and 15 minutes of instructional time with students + 30 minute lunch) Parent Teacher Conferences
- Jan 27 & 29 Early Release Days for the High School (4 hours and 15 minutes of instructional time with students + 30 minute lunch) Parent Teacher Conferences with buildings determining the 3 hour time blocks
- Feb 13-16 Mid-Winter Break
- Feb 26 Early Release High School (4 hours and 15 minutes of instructional time with student + 30 minute lunch) Parent Teacher conference with buildings determining the 3 hour time blocks.
- Feb 27 1/2 day for High School—end of trimester
- Mar 27 End of Marking period
- Apr 3 No School—Staff Observation of Good Friday
- Apr 6-10 Spring Break
- Apr 13 School Resumes
- Apr 30 Early Release High School (4 hours and 15 minutes of instructional time with student + 30 minute lunch) Parent Teacher conference with buildings determining the 3 hour time blocks
- May 22 Professional Development
- May 25 Memorial Day
- June 4 1/2 day for Elementary and Middle School
- June 5 Early Release High School (4 hours and 15 minutes of instructional time with student + 30 minute lunch)
- June 5 Detined Record Day, 1/2 Day Students, Full Day staff

September

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	1	2	3	4	5	6
7	8	9	10	11	12	13
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August

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July

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December

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November

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October

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March

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February

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January

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June

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May

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April

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23	24	25	26	27	28	29
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Schedule C. 2009-2010
School Calendar

Aug 24	New Employee Professional Development
Aug 25-27	Professional Development Days
Aug 28 -31	Labor Day Holiday
Sept. 1	First Student Day
Oct 26	Professional Development
Oct 27-30	Early Release Days for the Elementary buildings and the Middle School (4 hours and 15 minutes of instructional time with students +30 minute lunch) Parent Teacher Conferences
Oct 27 & 29	Early Release Days for the High School (4 hours and 15 minutes of instructional time with students + 30 minute lunch) Parent Teacher Conferences with buildings determining the 3 hour time blocks
Nov 6	End of First Marking period
Nov 19	Early Release High School (4 hours and 15 minutes of instructional time with student + 30 minute lunch)
Nov 20	1/2 day for High School—end of trimester
Nov 25-27	Thanksgiving Recess
Dec 18	Christmas Recess begins at end of day.
Jan 4	School Resumes
Jan 18	Martin Luther King Jr. Day Observance—Students off, Professional Development Day for Staff
Jan 22	1/2 day for Elementary and Middle School—end of semester
Jan 25-29	Early Release Days for the Elementary buildings and the Middle School (4 hours and 15 minutes of instructional time with students +30 minute lunch) Parent Teacher Conferences
Jan 26 & 28	Early Release Days for the High School (4 hours and 15 minutes of instructional time with students + 30 minute lunch) Parent Teacher Conferences with buildings determining the 3 hour time blocks
Feb 12-15	Mid-Winter Break
Feb 25	Early Release High School (4 hours and 15 minutes of instructional time with student + 30 minute lunch) Parent Teacher conference with buildings determining the 3 hour time blocks.
Feb 26	1/2 day for High School—end of trimester
Mar 26	End of Marking period
April 2	Good Friday—No School—No Staff
Apr 5-9	Spring Break
Apr 12	School Resumes
Apr 29	Early Release High School (4 hours and 15 minutes of instructional time with student + 30 minute lunch) Parent Teacher conference with buildings determining the 3 hour time blocks
May 28	Professional Development
May 31	Memorial Day
June 3	1/2 day for Elementary and Middle School
	Early Release High School (4 hours and 15 minutes of instructional time with student + 30 minute lunch)
June 4	District Record Day, 1/2 Day Students, Full Day Staff

2009-2010

July

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			1	2	3	4
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August

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September

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October

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November

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December

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26	27	28	29	30	31	

January

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February

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March

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April

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23	24	25	26	27	28	29
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May

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June

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APPENDIX A

ORCHARD VIEW GRIEVANCE FORM

Grievance Number: _____ Date Grievance Filed: ____/____/____
School Building(s): _____

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:

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

APPENDIX B
ORCHARD VIEW SCHOOLS

Employee Evaluation Form

Custodial-Maintenance/Food Service/Bus Drivers

Name _____ Work Site _____

Position _____ Date of Conference _____

Date of Evaluation _____ Evaluator _____

Indicators of Performance for Evaluation Items Below:

- | | |
|-------------------------|---|
| 1. Exceeds Expectations | 4. Not Applicable |
| 2. Meets Expectations | 5. No Opinion |
| 3. Improvement Needed | 6. No Observation or information on which to base opinion |

1 2 3 4 5 6

1. **JOB KNOWLEDGE** - Consider overall knowledge of duties responsibilities as required for current job or position.
___1___2___3___4___5
2. **PRODUCTIVITY** - Evaluate amount of work generated and completed successfully as compared to amount of work expected for this job or position
___1___2___3___4___5
3. **INITIATIVE** - Self motivation - Consider amount of direction required - seeks improved methods and techniques - consistence in trying to do better.
___1___2___3___4___5
6. **USE OF TIME** - Uses available time wisely - accomplishes required work on or ahead of schedule.
___1___2___3___4___5
5. **DEPENDABLE** - Is dependable and assumes responsibility in and carrying out decisions.
___1___2___3___4___5
7. **WORK HABITS** - Good attendance, very punctual to work.
___1___2___3___4___5
8. **PLANNING** - Sets realistic objectives - anticipates and prepares for future requirements - establishes logical priorities.
___1___2___3___4___5
9. **FOLLOW UP** - Maintains control of workloads - allocates resources economically - insures that assignments are completed accurately and timely.

___1___2___3___4___5

9. HUMAN RELATIONS - Establishes and maintains cordial work climate - promotes harmony and enthusiasm - displays sincere interest in assisting other employees.

___1___2___3___4___5

10. LEADERSHIP - Sets high standards - provides good example - encourage others to perform efficiently - communicates effectively.

___1___2___3___4___5

11. GROWTH AND DEVELOPMENT - Demonstrates enthusiasm for upgrading and improving person work skills - participates eagerly in training programs.

___1___2___3___4___5

12. OTHER RELEVANT CRITERIA _____

13. OTHER RELEVANT CRITERIA _____

14. OTHER RELEVANT CRITERIA _____

Considering all factors, the work performance of this bargaining unit member is (Check one):

- Fully satisfactory
- Satisfactory
- Needs improvement
- Unsatisfactory

Supervisor's Comments:

Employee's Comments:

Supervisor's Signature _____ Date _____

Employee's Signature _____ Date _____

NOTE: Employee's signature does not necessarily constitute agreement with the contents of this evaluation.

Appendix C
ORCHARD VIEW SCHOOLS
Secretarial/Clerical/Paraprofessionals
Employee Evaluation Report

Name _____ Work Station/Job Assignment _____

Observation Dates _____ Conference Date _____

- Rating Scale:
- 1. Superior (see comments)
 - 2. Satisfactory
 - 3. Needs Improvement
 - 4. Unsatisfactory (see comments)
 - NA Not applicable

I. **Factors of Performance**

A. Quality of work

- _____ 1. Is accurate (if possible)
- _____ 2. Work is neat (if applicable)
- _____ 3. Work is thorough
- _____ 4. Gets the job done correctly the first time
- _____ 5. Other (as identified)

Comments: _____

B. Volume of work

- _____ 1. Time utilization is appropriate
- _____ 2. Adheres to schedules
- _____ 3. Completes work assigned
- _____ 4. Is able to complete the job under pressure and other unusual circumstances
- _____ 5. Other (as identified)

Comments: _____

C. Work habits

- _____ 1. Uses safe work procedures
- _____ 2. Keeps work space neat
- _____ 3. Has good personal hygiene
- _____ 4. Dresses appropriately
- _____ 5. Other (as identified)

Comments: _____

D. Adaptability

- _____ 1. Exhibits job flexibility
- _____ 2. Readily learns skills
- _____ 3. Shows evidence of self improvement
- _____ 4. Is able to perform critical self analysis
- _____ 5. Other (as identified)

Comments: _____

E. Judgment

- _____ 1. Obtains evaluates facts to reach sound conclusions
- _____ 2. Chooses correct course of action
- _____ 3. Identifies and reacts properly to sensitive situations
- _____ 4. Knows when to seek outside advice and assistance
- _____ 5. Other (as identified)

Comments: _____

F. Knowledge & Skill

- _____ 1. Understands all phases of job duties
- _____ 2. Demonstrates skill in the performance of job duties
- _____ 3. Accepts job challenges and acquires necessary skills
- _____ 4. Accepts opportunities for improvements through inservice
- _____ 5. Other (as identified)

Comments: _____

G. Attitude

- _____ 1. Is enthusiastic
- _____ 2. Is cooperative
- _____ 3. Approaches problems with positive outlook
- _____ 4. Accepts direction and suggestions willingly
- _____ 5. Other (as identified)

Comments: _____

H. Job related contracts

- _____ 1. Is courteous
- _____ 2. Shows sensitivity to others
- _____ 3. Exhibits pride in the school district
- _____ 4. Is able to listen and communicate effectively
- _____ 5. Other (as identified)

Comments: _____

I. Team effort – leadership

- _____ 1. Works cooperatively with others

- 2. Is willing to make decisions after considering input
- 3. Is willing to assume responsibility
- 4. Works for the overall benefit of the team and/or school district
- 5. Other (as identified)

Comments: _____

J. Attendance & punctuality

- 1. Reports to work on time
- 2. Is at work when expected to be there
- 3. Is absent only for cause
- 4. Relates good attendance to effective job performance
- 5. Other (as identified)

Comments: _____

K. Relationships with students

- 1. Has positive attitude in approach to students
- 2. Is consistent and fair in dealing with students
- 3. Is an appropriate role model for students
- 4. Remains calm under duress when dealing with students
- 5. Other (as identified)

Comments: _____

L. Relationship with Supervisor(s)

- 1. Has positive attitude in following directions
- 2. Follows the chain of command
- 3. Accepts suggestions for improvement
- 4. Displays loyalty to supervisor and school district
- 5. Other (as identified)

Comments: _____

II. Conclusions and Recommendations

Considering all factors, the work performance of this bargaining unit member is:

Satisfactory Unsatisfactory

Based on the above, the following recommendations are made:

- A. Recommend continued employment; employee appears to be in good status

- _____ Recommend second evaluation; employee is not meeting all of the expectations of the job. *Suggested completion date: _____
- _____ Recommend discontinuing employment; employee has consistently failed to meet expectations of the job despite specific recommendations/coaching and time to improve relative areas of weakness.

B. Recommendations for improvement: _____

I understand that my signature is not intended to indicate my agreement with the appraisal but indicates I have read the appraisal. I recognize my right to discuss the appraisal with my evaluator.

Employee comments: _____

Evaluator

Date

Employee

Date

Appendix H

Central Office Use Only
Number _____

INJURY REPORT

Date Submitted _____

Name _____

Date Injury Occurred _____ Time Injury Occurred _____

Place Injury Occurred _____

Witness (if any) _____

Please document an account of what happened and the injury that resulted.

Signature _____

THIS FORM MUST BE TURNED INTO THE CENTRAL OFFICE IMMEDIATELY FOLLOWING THE INJURY.

- IF THE EMPLOYEE NEEDS MEDICAL TREATMENT AT HACKLEY OCCUPATIONAL CLINIC, CONTACT HUMAN RESOURCES AT 760-1305 FOR AN APPOINTMENT.
- IF THE EMPLOYEE DOES NOT FEEL THEY REQUIRE MEDICAL TREATMENT AT THIS TIME, PLEASE HAVE THE EMPLOYEE SIGN THIS FORM.

SIGNATURE

APPOINTMENT WITH HACKLEY OCCUPATIONAL CLINIC AT _____ ON _____
(Time) (Date)

cc: Payroll

Revised 1/00 mjw

APPENDIX I

SCHEDULE B

ORCHARD VIEW SCHOOLS
Extra Duty Compensation
(Percentage of first year teacher with B.A. degree)
2007-2010

	Years of Experience					
	0	1	2	3	4	5
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%
Head Tennis (HS)	5.0%	5.5%	6.0%	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 Of the Mind)	2.5%	3.0%	3.5%			
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 10th year
- 2% of BA base added after 15th year
- 3% of BA base added after 20th year
- 4% of BA base added after 25th year

New positions will be negotiated with the Association.

LETTER OF AGREEMENT

It is agreed that administrative secretaries, in single secretary buildings, where a principal may be absent from the building, the administrative secretary may assume responsibilities because of the absence of her/his building principal. A single secretary building is one in which there is only one person with the classification of administrative secretary. The principal's absence is defined as an absence where the principal is outside of the boundaries of Orchard View Schools and the absence is of one half day (4 hours continuous) or greater in length. Additionally, should the principal be absent, as defined above, where in a minimum of one (1) hour increments, such absence totals seven (7) hours in one week period, the affected secretary shall be entitled to pay as defined below in 1) and 2).

When the above conditions are met, it is agreed that additional compensation shall be paid as follows:

1. In the event the principal is absent, as defined above, and a lead teacher has not been assigned, or there had been no substitute teacher assigned to the lead teacher's classroom, the building administrative secretary shall receive additional compensation of 25% of her/his hourly pay per the current pay index, for the specific time during the principal's absence (measured in fifteen (15) minute increments).
2. In the event the principal is absent, as defined above, and a lead teacher has been assigned with a substitute teacher assigned to the lead teacher's classroom, the building administrative secretary shall receive additional compensation of 15% of her/his hourly pay per the current pay index, for the specific time during the principal's absence (measured in fifteen (15) minute increments).
3. Extra pay resulting from the provisions of this agreement shall be included in the next regular pay of the employee provided time slips are filed properly and timely.
4. The "responsibilities" assumed because of the absence of her/his administrative supervisor are understood to be within the scope of the administrative secretary's position and are not those responsibilities expected of professionally certified personnel.

Signed: (Signed by Tracey L. Willett) , President
Orchard View MESPA

Dated: 9/30/98

Signed: (Signed by Karen G. Tarnga)
Orchard View Board of Education

Dated: 10/12/98

LETTER OF AGREEMENT

Second shift custodians employed as of July 1, 1998 shall work 8.5 hours with ½ hour unpaid lunch and receive \$7.50 per day dinner premium when working second shift for 2007-2008. Such stipend shall change to \$5.00 for 2008-09, \$2.50 for 2009-2010, \$0.00 for 2010-2011. Custodians hired after July 1, 1998 shall not be eligible for dinner premium.

Signed: Signed by Tracey L. Willett-Ogle), President
Orchard View MESPA

Dated: 8/14/07

Signed: (Signed by B. Jack VanderWall)
Orchard View Board of Education

Dated: 8/14/07

LETTER OF AGREEMENT #7

The purpose of this "Letter of Agreement" is to clarify the application of Article II, Recognition, Section A. and Article V, Employee Rights, Section A., 3., with regard to the practice of using co-op workers. "Co-op" workers are defined as high school or college students employed to assist office secretarial and clerical workers. They may be employed during the school year and over vacation periods. They are considered temporary, not regular employees

Effective beginning in the 1994-95 School Year, if the Central Office determines there is still a need for a part time employee, the position will be either:

- B. A {co-op" workers as defined above; or
- B. The position will be posted as a bargaining unit position according to Article II, Recognition, Section A.

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

For the Board of Education

For the Classified Association

Signed by Gary Sarut
Superintendent
Orchard View Schools

Signed by Susan M. Johnson
President
Orchard View Classified Association

04-30-94
Date

05-18-94
Date

LETTER OF AGREEMENT
between
Orchard View Schools
and
OVEA/OVMESPA, MEA/NEA

It is agreed between the parties that beginning with the 2006/2007 school year, Orchard View High School shall implement trimesters. In regards to trimesters, the parties agree as follows:

1. Any teacher teaching an additional class shall be compensated at one-fifth of their salary specified on their step of the salary schedule (Schedule A) as compensation for the additional fifth hour teaching assignment.
2. Per Article XVII Section C, in lieu of compensation for substitute teaching, the teacher may choose to accrue sub-time to be used at his/her discretion. However, four sub hours will equal one (1) day of comp time.
3. Any "zero hour/sixth hour" class offerings will operate under the trimester structure.
4. The parties agree that except as specifically provided in this agreement, all contractual rights and standards shall be maintained for the duration of this agreement.
5. The parties agree to bargain any unforeseen issues that may arise with regard to the implementation of trimesters.
6. The parties agree to annually review trimesters. Any changes in trimesters shall be implemented only after mutual consent of the parties.
7. The parties agree to review the daily schedule before implementation.
8. The parties agree that any expansion of trimesters to any building other than the high school shall be negotiated.

For the OVEA

For the OVMESPA

For the District

Signed by Adam Bluhm
Signature

Signed by Trude Bushaw
Signature

Signed by B. Jack VanderWall
Signature

06/05/06
Date

06/05/06
Date

06/09/06
Date

LETTER OF AGREEMENT
between
Orchard View Public Schools
and
Orchard View Education Support Personnel Association

The parties mutually agree to continue the Interpreter (Certified QA Level I, II, or III – certification for an interpreter training program) with the stipulations below:

This position would be responsible for providing interpreter services to a student attending Orchard View Schools, Interpreter will be paid at an hourly rate per the salary schedule and receive insurance benefits.

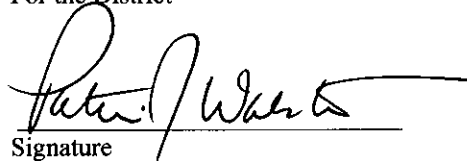
The interpreter position will work only on days the student assigned is in school at 6.5 hours/day and will not be compensated for the additional break days/holidays described by the MESPA contract. If the employee shows up and the student is absent, the employee will be compensated for 1 hour of pay and sent home. The employee will receive one sick day per month and one personal leave day for the school year. The employee may need to work additional hours based upon the need by the district for the student involved.

For the Association:


Signature

1-25-08
Date

For the District


Signature

1-28-08
Date

LETTER OF AGREEMENT
between the
ORCHARD VIEW EDUCATION ASSOCIATION (OVEA),
ORCHARD VIEW SUPPORT PERSONNEL ASSOCIATION (OV-MESPA)
and the
ORCHARD VIEW BOARD OF EDUCATION

RE: Electronic Key Cards

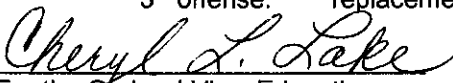
The above-named parties hereby agree to the following with regard to the above mentioned issue.

1. Staff members of the district are required to carry key cards which act as identification and enables entrance to their assigned building(s).
2. A need has arisen whereas key cards have had to be replaced..
3. This is an added expense to the district of \$10.00.
4. Employees have been required to pay this fee regardless of the circumstance surrounding the loss of the card

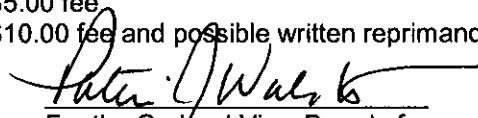
Resolution:

1. Employees in need of an additional card due to damage, will not be charged a fee providing they turn the old card in to the technology office.
2. Employees in need of an additional card due to loss or theft (and are unable to turn card in to technology) will be subject to the follow guidelines:


- 1st offense: replacement at no charge to the employee.
- 2nd offense: replacement with a \$5.00 fee
- 3rd offense: replacement with a \$10.00 fee and possible written reprimand.


For the Orchard View Education
Association (OVEA)

Dated: 1-28-08


For the Orchard View Board of
Education

Dated: 1-28-08


For the Orchard View Education
Support Personnel Association
(OV-MESPA)

Dated: 1-25-08

LETTER OF AGREEMENT
between the

ORCHARD VIEW EDUCATION SUPPORT PERSONNEL ASSOCIATION
(OV-MESPA)


and the

ORCHARD VIEW BOARD OF EDUCATION


RE: First Cook/Driver Summer 2007 Temporary Position

The above-named parties hereby agree to the following with regard to the above mentioned summer position.

1. There is a need for a first cook position.
2. The position will be begin on Monday, June 11, and end on Friday, August 31.
3. The position will be posted for up to 4 hours. The hours will vary in direct relationship to the schedule of the parks program and the Headstart and Daycare programs.
4. The first cook will be responsible for the preparation of both hot meals and sack lunches. In addition, the first cook will be delivering the prepared food to the appropriate summer programs.
5. The first cook awarded this position will be paid at their appropriate pay level based on seniority. This applies to all individuals covering days of absence for the individual awarded this position.
6. The employee awarded this position will receive pay only for the days he/she is able to work. Substitute for this position will be obtained on a rotation basis by calling (in order of seniority) the individuals who have indicated interest. The Central office will compile this list.
7. The parties agree to have this posted for 4 days only with the central office hand delivering a copy of the posting to all 1st and 2nd cooks.
8. The parties also agree this position to be non-precedent setting with the position to be reviewed before September 30, 2007.



For the Orchard View Education
Support Personnel Association
(OV-MESPA)



For the Orchard View Board of
Education

Dated: 6/6/07

Dated: 6/6/07

**LETTER OF AGREEMENT
between the**

Orchard View Public Schools

and the

Orchard View Education Support Personnel Association

The parties mutually agree to the following for the 2007-08 school year and beyond unless mutually changed by the above-named parties:

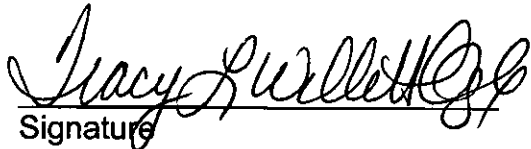
As approved by and agreed to by the Board of Education, the Enrichment Program will continue for the 2007-08 school year in the Kindergarten Program. This program will be staffed only by bargaining unit personnel from the OV-MESPA bargaining unit.

The program is in operation during non-instructional time in terms of state aid funding and required hours. Therefore, it is not required that a certified teacher be present along with the OV-MESPA bargaining unit member. Should the program somehow change to be offered during a time that qualifies as instructional time for state aid reimbursement purposes, a certified teacher shall be present in the program along with the OV-MESPA bargaining unit member.

The parties agree that they will continue to evaluate this program annually to determine the need prior to the beginning of each subsequent school year.

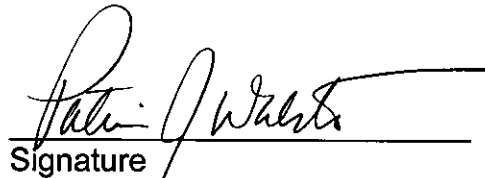
The parties further agree that as issues arise concerning this program a meeting will take place to discuss issues so as not to affect the success of this program.

For the Association:


Signature

Dated: 01/10/08

For the District:


Signature

Dated: 01/10/08

Insert all Handbooks

ORCHARD VIEW SCHOOLS

This is an agreement between the parties, Orchard View Schools and the Michigan Educational Support Personnel Association (MESPA).

Orchard View Schools and the MESPA have mutually agreed on the:

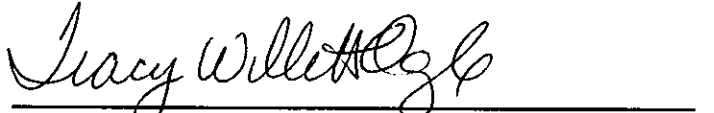
- Custodial/Maintenance**
- Transportation**
- Educational Program Technicians**
- Paraprofessionals**
- Secretarial/Clerical**
- Custodian and Maintenance**

Handbooks for 2007-2010 Contract Period.



B. Jack VanderWall, Superintendent

_____ 12/20/07
Date

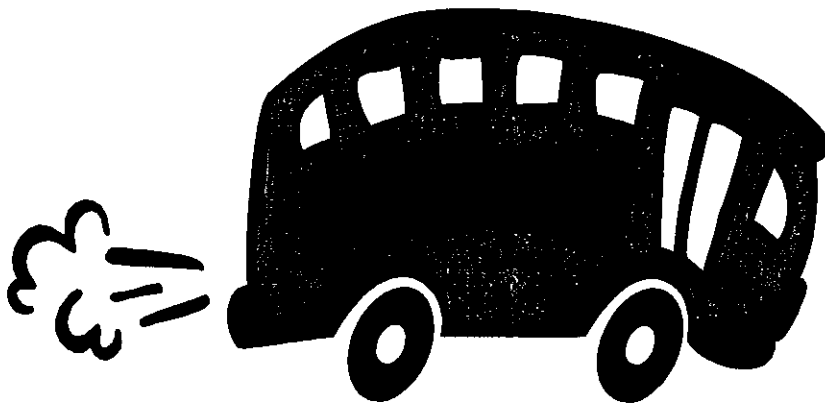


Tracy Willett-Ogle, MESPA President

_____ 1-25-08
Date

ORCHARD VIEW SCHOOLS

TRANSPORTATION EMPLOYEE HANDBOOK



2007-10

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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.

A. SCHOOL BUS DRIVERS

1. Qualifications and Requirements

All drivers are under the supervision of the Director of Transportation.

Commercial Drivers License with B Vehicle Designation and Passenger Endorsement and "S" endorsement.

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

Excellent leadership and interpersonal skills.

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

Although there is no specific dress code for bus drivers, recommended clothing is a shirt or blouse and slacks. Shorts are permitted during the summer. Some attire is not acceptable on the job and will not be permitted: short shorts, tube tops, halter tops, muscle shirts, articles with offensive logos, etc.

Appropriate footwear must be worn when on duty. Sandals, high heels, and exotic footwear are not permitted.

A. SCHOOL BUS DRIVERS (cont.)

3. Bus Driver Training and Education

Each driver is required to complete instruction 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.

B. 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.

It is the basic job requirement of a school bus driver to maintain accurate routes on file in the office. Inaccurate routes create serious problems for our dispatchers and substitute drivers who may cover your run if you are absent. Any failure to maintain routes accurately may result in a Notice of Unsatisfactory Performance, which is entered into an employee's personnel file. Repeated failure may result in further disciplinary action up to and including termination.

Whenever you have students crossing the street in front of the bus, you must indicate this on your route map.

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. Courtesy

Bus drivers are expected to exercise courtesy toward students, staff, or community members. By the way you do your daily job, each driver contributes in a favorable or unfavorable way to our public relations. The careful, courteous driver makes good impressions. A discourteous, irresponsible act by one driver may reflect an unfavorable image on all the other members of our pupil transportation team.

Each bus driver is important to the positive public relations of the district. Give thought for a few moments to these facts:

- Each bus driver represents the school district before the public.

B. GENERAL RULES OF OPERATION (cont.)

- Your action impact public opinions of the district.
- Bus drivers, in the operation of their routes, have more contact with the general public than any other school employee.
- Citizen observers expect proficient driving, take good performance for granted, and are quick to complain of poor performance.

3. 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.

B. GENERAL RULES OF OPERATION (cont.)

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 st report	warning
2 nd report	warning
3 rd report	one day suspension from the bus
4 th report	three day suspension from the bus
5 th report	five day suspension from the bus
6 th report	one week suspension from the bus followed by a conference with the parent.
7 th report	removal from the bus for the remainder of the school year

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.

Discipline is necessary for the safety of all children who ride the bus. When bus riders behave in a disruptive manner, they distract the bus driver's attention from his/her driving. It is imperative that the full attention of the driver be directed toward driving the bus.

Should the situation warrant, the normal discipline procedures may be waived for the following conditions: fighting, swearing, destruction of school property, disobedience and disrespect to a driver. If such misconduct occurs, the driver shall take appropriate action to place the student off the bus until further review of the problem is made by the Supervisor of Transportation.

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

B. GENERAL RULES OF OPERATION (cont.)

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. Smoking and Tobacco Use

No person is permitted to use tobacco products on a pupil transportation vehicle at **any time**. Staff members may not smoke in the presence of students while on duty. All district employees are required to abide by the district's Board Policy relative to tobacco use on school property.

8. Absence

In case of absence, drivers are required to call “ProPhone” or other identified entity prior to the beginning of the school day of absence.

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. Accurate Time

Bus drivers should have a timepiece while on duty and be aware of the correct time.

11. Backing Up

It is recommended that drivers avoid backing up whenever possible.

12. Student Crossing Signal

All bus drivers employed by Orchard View Schools will use the following hand signal to cross bus riders, loading, and unloading.

- a. Point directly at the student or students waiting to cross.
- b. With a single hand motion, direct the student or students to proceed across the road.
- c. If, at anytime, the student or students need to be stopped, use the horn!

B. GENERAL RULES OF OPERATION (cont.)

All students receiving bus safety training will be instructed to follow this procedure.

13. **Legal Bus Stop Requirements**

All drivers are expected to follow legal bus stop requirements. (Source PA 187)

14. **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.

15. **Bus Garage - General Housekeeping**

Pick up after yourself in the breakroom.

16. **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.

17. **Fuel Conservation**

Buses should be warmed up long enough to heat engine oil to insure proper lubrication. This time period should coincide with the pre-trip inspection (approximately 15 minutes).

Buses should not be left running during extended layovers (over 30 minutes).

18. **Fueling Procedure**

All drivers must assure that any vehicle is left with at least 1/4 tank of fuel.

A bus shall have no passengers on board and the engine shall be turned off during fueling. **Absolutely no smoking is allowed at or near a fuel station.**

B. GENERAL RULES OF OPERATION (cont.)

19. Head Phones-NOT ALLOWED

Transportation employees may not wear headphones at any time while driving.

20. Headlights and Interior Lighting

Transportation research has demonstrated that vehicles with headlights on during daylight hours are less likely to be involved in a collision. It is policy that buses will travel with headlights on at all times. Strobe lights are to be activated in periods of inclement weather. Rear interior dome lights may be on during dark driving hours.

C. SCHOOL EMPLOYEES' LIABILITY

School employees are liable for their own actions as they relate to their interaction with students or any action that would subject them to liability under civil law. The courts have ruled that the school employee is liable only in the case of negligence. Negligence stems from actions which are clearly recognized as improper and imprudent. School employees acting in their normal capacity and using good judgement will receive district paid legal representation. The district has no obligation to protect an employee against charges or actions resulting from behavior determined to be negligent.

D. WORKLOADS AND ASSIGNMENTS

1. BID MEETING

- a. During the month of August 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 more than fifteen (15) minutes or the reduction in time will affect the level of benefits received by

D. WORKLOADS AND ASSIGNMENTS (cont.)

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.

The procedure noted in paragraph 1 above shall also apply to a temporary vacancy where the leave of absence is expected to be greater than twenty (20) workdays as prescribed by the employee's physician or if the employee has been granted an unpaid leave of absence greater than twenty (20) work days. The job auction (route selection party) shall take place as soon as official documentation of either the prescribed leave or granted leave has been received.

When the driver returns from his/her temporary leave he/she shall return to his/her former position. All other drivers whose assignments changed because of the temporary vacancy shall return to their former position.

All temporary vacancies of less than twenty (20) workdays shall be filled by a substitute driver.

2. 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 shall not be entitled to bid on another vacancy until serving 90 calendar days in a position after it has been awarded unless it is an opportunity to increase his/her hours. Bus drivers on lay off will be recalled to an available vacancy existing after this procedure has been followed.
3. 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

D. WORKLOADS AND ASSIGNMENTS (cont.)

be made to adjust the route to eliminate the run or portion of the route causing the dispute if practical.

4. 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 semester. 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. WORKLOADS AND ASSIGNMENTS (cont.)

- d. Drivers must drive all continuous runs of their route, which can be completed 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.
5. 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. The employer also reserves the right to determine the route and method by which students are to be transported on trips. Additionally, the employer reserves the right to determine whether students will be transported by school bus on any trip. When it is determined that a school bus or school transportation vehicle will be used to transport six (6) or more students on a trip, the trip will be posted for assignment through the seniority rotation.

6. Definitions:

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.

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.

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.

D. WORKLOADS AND ASSIGNMENTS (cont.)

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.

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.

Kindergarten Run - a "kindergarten run" is the scheduled transportation of kindergarten students at mid day by a school bus.

7. 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.
8. 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.
9. 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.**

D. WORKLOADS AND ASSIGNMENTS (cont.)

10. 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
11. Drivers will be provided a tentative list of authorized students by the first day of school.

E. EXTRA TRIPS

1. The assignment of trips is based upon the Master Agreement. Drivers are required to sign the field trip sign up list to be eligible for field trips.
2. Drivers must secure vehicle assignments, keys, directions, and maps well in advance.
3. 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.
4. Drivers should not be required to transport students to a school-sponsored activity without a coach, teacher, or chaperon. Notify the transportation office if this occurs.
5. 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.
6. Drivers shall complete the trip slip issued to them for the trip and submit it to the office at completion of the pay week.
7. Drivers shall remain at the trip destination unless other arrangements have been made with the Supervisor of Transportation or special trip sponsor.
8. Each employee on extra trip assignment shall be eligible for food reimbursement per the Master Agreement.

9. Upon completion of the extra trip, the driver shall clean the inside of the bus, providing time does not conflict with regular route.

F. 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. Drivers will not be paid for a route not driven because of the cancellation of a student instruction day, unless it is the cancellation of a student instruction day which is not to be rescheduled for work on another day and the cancellation would not provide the drivers with at least 178 full route days of scheduled work. If the cancelled student instruction day is not to be rescheduled for work on another date and the cancellation would otherwise deny drivers of an opportunity to work at least 178 full route days of work in the school year, drivers affected shall be paid their daily rate for the cancelled route according to their time allotments scheduled for the cancelled day. 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 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.

F. BUS DRIVERS COMPENSATION DEFINITIONS (cont.)

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.

Each driver must remain while his/her bus is being inspected.

5. Any time a driver is asked to report for work other than his/her assigned regular route and his/her portal to portal 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 Board shall reimburse a driver up to the following amounts for trips according to the guidelines developed by a joint administration/union committee.

Breakfast	\$4.00
Lunch	\$5.00
Dinner	\$7.50

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

G. 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.

H. RADIO PROCEDURE

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 ABase≅, 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".

I. TRAFFIC/PARKING

1. In the interest of the safety of all employees, the very large amount of traffic moving in and out of the service building property demands that we exercise control over parking and vehicle movement. **Please use extreme caution when parking and moving vehicles.**
2. Personal vehicles and school vehicles may not be left unattended in an unassigned area unless this is requested by a dispatcher or the mechanic.

J. VEHICLE PRE-TRIP INSPECTIONS

Drivers of pupil transportation vehicles will perform daily pre-trip inspections as required by the Michigan Department of Education. Drivers will perform this inspection whenever driving a vehicle for the first time in a given day.

Verification of this initial inspection and report of defects will be maintained in the vehicle logbook. In addition, drivers will perform an abbreviated inspection of critical items whenever a vehicle has been left unattended for four hours or longer. See Appendix F, Abbreviated Inspection List.

K. VEHICLE POST RUN INSPECTION

1. Drivers are to inspect the inside of their vehicles for vandalism, lost articles, etc., at the end of each run. Lost articles such as clothing, books, etc. may be kept on the bus for the students to claim. Band instruments, money, purses, wallets, etc. shall be turned into the building office.
2. Engines should idle down 3-5 minutes before shutting down. Drivers are to close all windows and doors and turn off all electrical controls when buses are parked. Roof hatches may be left open during the day unless rain is imminent.
3. **ENGINE BLOCK HEATERS.** For each bus that is equipped with an engine block heater. Drivers are responsible for plugging-in the bus during winter months.

L. STUDENT DROP-OFF PROCEDURE

1. When delivering kindergarten students home, the driver shall assure that they are left with a parent or other person as designated by the parent. If this person is not there to meet the student, the driver will continue on

L. STUDENT DROP-OFF PROCEDURE (cont.)

to maintain the route schedule. The student will remain on the bus while the school office attempts to contact responsible parties. If alternate arrangements cannot be made, the child will be returned to school building.

2. If students give any indication that a drop-off location is incorrect, the driver shall contact the transportation office to verify the correct location prior to discharging a student.
3. No student shall be discharged at a Non-regular stop without a written pass.

M. CARGO

Students will not board a bus with objects which cannot be reasonably accommodated without posing a possible threat to the safety and welfare of passengers. Items such as rigid sleds, poles, and animals (except those assisting the handicapped) are not permitted.

Drivers shall maintain a clear and unobstructed path to exits and emergency equipment at all times.

Although parents and schools have been advised of these restrictions, drivers should use good judgement in dealing with individual situations. Do not deny a student transportation unless you are certain that he/she has a safe alternate. If you are in doubt, transport the student and report the incident to the Supervisor of Transportation.

N. EMPLOYEE INJURY/DISEASE REPORTS

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 (see Appendix).

O. ACCIDENTS AND EMERGENCY SITUATIONS

1. All accidents, property damage or personal injuries, regardless of severity, shall be reported to the Supervisor of Transportation as soon as possible. It is very important that every available fact be reported, failure to report may result in disciplinary action. **In the event of any personal injury(s), police must also be contacted.**

O. ACCIDENTS AND EMERGENCY SITUATIONS (cont.)

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

P. 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.

Q. BUS STOP PROCEDURE

The following is the student loading and unloading procedure when making a red light stop:

1. Check mirrors and traffic.
2. Apply brakes lightly and slow down.
3. Activate **alternately flashing yellow lights** at least 200 feet in advance of the stop.
4. Activate right turn signal.
5. Pull as far to the right as possible and stop (all or part way off the roadway).
6. Do not pull up any closer than from 10 to 20 feet from waiting students.
7. Apply the parking brake and shift the bus to neutral.
8. Cancel turn signal, check mirrors, and traffic.
9. Open the door (8-light system will change yellow lights to red) as a signal for students to enter the bus (students crossing the road may require an additional signal). NOTE: signal must be uniform for the district.
10. Have students enter or leave the bus in an orderly manner. Be sure all students are accounted for.

Q. BUS STOP PROCEDURE (cont.)

11. Check to see that students are seated and close the door (**this will deactivate the red lights on the 8-light system buses**).
12. Deactivate the **alternating flashing red lights** (4-light buses).
13. Allow traffic to clear (if possible).
14. Activate left turn signal.
15. Check mirrors and traffic.
16. Enter the traffic lane.
17. Cancel left turn signal.

R. RAILROAD CROSSINGS

When a school bus approaches a railroad crossing, the driver shall stop the school bus according to the following criteria and shall not proceed unless he/she can do so safely.

Single Tracks:

- Check your mirrors for traffic.
- Inform your students to be quiet because there is a railroad crossing ahead.
- Turn on your hazard lights 200 feet in advance of the crossing.
- Stop no less than 15 feet and no more than 50 feet from the nearest rail.
- Place bus in neutral or in parking gear.
- Shut off all electrical switches such as heaters, defrosters, fans, wipers, and radios.
- Open driver's window.
- Open service door.
- Look both ways, and listen carefully.

R. RAILROAD CROSSINGS (cont.)

- Check traffic situation and recheck tracks before crossing.
- Close service door.
- Cross the tracks. Do not shift gears while crossing.
- Turn off hazard lights.
- Close window and turn on electrical switches as needed.

Multiple Tracks:

- Use extreme caution to assure that one train is not hidden by another train which may be parked on a side rail or approaching from the opposite direction.
- Determine if you must stop for a second set of tracks. You must stop if there is room for the bus PLUS 15 feet in front and 15 feet behind the bus to the nearest track.

Reminders:

- All school buses, whether loaded or empty, must stop for railroad crossings.
- Use the right lane of a four-lane roadway whenever possible.
- You may not drive any vehicle through, around, or under any crossing gate or barrier at a railroad crossing while the gate is closed or being opened or closed.
- If the barrier remains down and no train is approaching, **do not** go around or through the barrier. Use an alternate route.
- Report hazardous railroad crossing conditions to the Director of Transportation upon return to the office, i.e., signal malfunctions or railroad cars which obstruct your vision.
- If your bus should stall on the railroad tracks and a train is approaching,
- evacuate your students immediately. Students should move in the direction of the approaching train to avoid being hit by flying debris.

R. RAILROAD CROSSINGS (cont.)

A Stop Need Not Be Made At:

- a railroad track crossing where a police officer or a traffic control signal directs traffic to proceed.
- a railroad crossing on a freeway or limited access highway where the crossing is protected by a clearly visible signal, gate, or barrier that is **NOT** activated.
- an Aabandoned railroad track.≅

To meet the definition of Aabandoned railroad track:≅

- the track must be removed or covered.
- all signals or warning signs must have been removed.

S. SPECIAL EDUCATION STUDENT CLASSIFICATIONS

There are several physical and mental conditions which may affect the learning capabilities of a student. Handicap conditions can be grouped into physical, mental, emotional, or social disabilities. Some students could have a combination of these conditions.

To help you better understand the children you transport, abbreviations are used. The abbreviation meaning and definition follows.

E.I. (Emotionally Impaired)

Children who may be disruptive, have temper outburst, or frequently are disobedient, or are withdrawn. These children may be unable to function in a regular classroom. May be physically abusive or tend to withdraw from others. Sometimes exhibits symptoms of psychosis, schizophrenia, or autism.

Be observant. The emotionally disturbed child may send out sparks before he/she erupts. Aggressive behavior may be a cry for attention, so give attention when the child is not aggressive. If the behavior becomes so out of control that it distracts you from your driving, you should stop the bus immediately. Be firm, but fair.

E.M.I. (Educable Mentally Impaired)

Children with below average learning capability. Frequently may have difficulty socializing or dealing with new situations.

S. SPECIAL EDUCATION STUDENT CLASSIFICATIONS (cont.)

H.I. (Hearing Impaired)

Children who suffer a loss of hearing of any degree. They are sometimes referred to as hard-of-hearing or deaf.

Hard-of-hearing children will have difficulty understanding conversational speech even though wearing hearing aids. They may turn off the hearing aid if conditions become too loud or uncomfortable. They often tire more quickly than other children do since they are straining to understand with their eyes what they miss through their lack of hearing. They may be better on some days than on others.

Since distance from the driver and the level of noise will interfere with the ability to understand, each hard-of-hearing child could have a "buddy" in the vehicle that can help with directions and instructions from the driver. For the driver, this means:

- Speak naturally. Do not exaggerate, over-emphasis, or speak loudly.
- Keep your hands away from your face while speaking. Make sure the child sees your face when you are talking.
- Make sure the child understands, not just listens, when you give directions or make requests.
- If the child misunderstands, restate the question or statement in other words. Some words are difficult to "see" since they require no lip movement.

L.D. (Learning Disabled)

Children who have major differences between intellectual ability and actual academic achievement. Sometimes they have social and behavioral problems. They experience difficulty learning to read, write, or do math.

P.O.H.I. (Physically or Otherwise Health Impaired)

Children who are limited by physical or health conditions to such a degree that special facilities and services are needed. The physically handicapped condition can be further divided into:

Severely - Children who are mobile only with a wheelchair. A hydraulic lift is used to load and unload the person in the chair.

SPECIAL EDUCATION STUDENT CLASSIFICATIONS (cont.).

Moderately - Children who can walk with crutches or a walker. Most can walk to and from the vehicle with little help but should be closely supervised while boarding.

Slightly - Few cases of the physically handicapped fall into this category because most will be integrated into a regular classroom. If you do transport this type of child, supervise him/her while boarding.

If it is necessary to lift a child who cannot assist you, be aware that this type of child has a good tendency to slip through your arms. Get a good grip on his/her trunk and support the head if necessary. Encourage independence in the child by allowing him/her to do as much as he/she can do for him/herself.

P.P.I. (Pre-Primary Impaired)

A child from 3 to 5 years old who is developing significantly slower than an average child but who does not fit into a present category of disability.

S.M.I. (Severely Mentally Impaired)

Children who have the potential for basic self-care and mobility but will always need close supervision.

S.S.L.I. (Severely Speech and Language Impaired)

Children whose inability to understand or use functional language may interfere with learning or social judgement. Persons can be recognized by rate, loudness, or quality of speech and articulation or distortions of sounds.

S.X.I. (Severely Multipally Impaired)

Children who are moderately to severely mentally impaired and who, in addition, have physical handicaps such that they cannot and may never walk. They have a combination of one or more of the other single handicap conditions.

T.M.I. (Trainable Mentally Impaired)

These children have potential for self-care and social adjustment but will always need some form of supervision. As adults they may be able to perform some unskilled tasks or work in a sheltered workshop.

It is not unusual for the trainable child to have a history of seizures or other dis-orders. Some are overly excitable; others may be quite fearful. Some have

little or no speech and may have poor eye-hand coordination and poor control of arms or legs. Praise, practice, and patience are the key words to remember.

V.I. (Visually Impaired)

Children who have problems seeing. May be partially sighted or even blind. Visual acuity will be 20/70 or less after correction. They may have a restricted peripheral field of vision of not more than 20 degrees.

The children with total vision losses or severe vision losses will be using a long, white cane. Driver should instruct these passengers to hold their canes in an upright manner resting the tip on the floor while they are seated so as not to endanger the other passengers. They should be seated near the driver and must be closely supervised to and from the vehicle. These children should be encouraged to do so as much as possible for themselves.

EPILEPTIC

Epilepsy involves adjustment on the part of the child and his/her family. Because epilepsy is a chronic disorder, many children have to learn to live with the possibility of a long life of seizures. Although the majority of children with epilepsy are well controlled with medication and some may even outgrow seizures, none can look forward to a cure. This must be accepted without pity both by the individual and by the school bus driver. We should not expect less in behavior because the child has seizures. A child may be fearful about having another seizure, but the fear will be lessened if the child feels that adequate care and understanding will be given.

What causes seizures to occur are still somewhat unknown. During most seizures, all semblance of self-control is lost. Although no one can predict when a seizure will happen, there are some suggestions for driver action or response:

- Pull off the road at a safe location.
- Remain calm. Use voice control.
- Gently prevent the child from injury by supporting the head in your hands so that it does not collide with near objects. Let the body flail, and do not try to control its movements.
- Place nothing between the person's teeth.

S. SPECIAL EDUCATION STUDENT CLASSIFICATIONS (cont.)

- After the seizure, allow the person to rest. Since excessive saliva may flow from the mouth, position the head so the individual will not choke.
- Inform your supervisor, child's parents, and building principal at the first opportunity.

TRANSPORTATION DEPARTMENT GUIDELINES

Coaches, Sponsors, Teachers, and Chaperons

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**

STUDENT DISCIPLINE

Corporal Punishment

The Board does not condone the use of force, fear, hitting, paddling, spanking, slapping, or other forms of corporal punishment as an appropriate procedure in student discipline.

No employee, volunteer, or contractor of the district shall inflict physical pain by hitting, paddling, spanking, or cause to be inflicted, corporal punishment upon a student.

Student Discipline

Physical force upon a student may be necessary to restrain or remove a student whose behavior is interfering with the orderly exercise and performance of district functions within a school or school-related activity if that student has refused to comply with a request to refrain from further disruptive acts; for self defense or the defense of another; to prevent a student from inflicting harm on himself; to quell a disturbance that threatens physical injury to any person; to obtain possession of a weapon or other dangerous object; and to protect property.

Employees should not find it necessary to resort to physical force, violence, or threats to compel obedience. If all means fail, staff members may always resort to the removal of the student from the classroom or school through established suspension or expulsion procedures.

BOARD POLICY

ORCHARD VIEW SCHOOLS CORPORAL PUNISHMENT

STUDENT
5630/page 1 of 1

While recognizing that students may require disciplinary action in various forms, the board of education cannot condone the use of unreasonable force and fear as an appropriate procedure in student discipline.

Professional staff should not find it necessary to resort to physical force or violence to compel obedience. If all other means fail, staff members may always resort to removal of the student from the classroom or school through suspension or expulsion procedures.

Professional staff as well as support staff, within the scope of their employment, may use and apply reasonable force and restraint to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon or within the control of the student, in self-defense, or for the protection of persons or property.

In accordance with State law, corporal punishment shall not be permitted. If any employee threatens to inflict, inflicts, or causes to inflict unnecessary, unreasonable, irrational, or inappropriate force upon a student, s/he may be subject to discipline by this Board and possibly criminal assault charges as well. This prohibition applies as well to volunteers and those with whom the district contracts for services.

The Superintendent shall provide administrative guidelines, which shall include a list of alternatives to corporal punishment.

M.C.L.A. 380.1312

TOBACCO FREE SCHOOLS

Philosophy Statement

Academic institutions have both a responsibility and an opportunity to discourage negative behaviors and encourage healthful habits. To fulfill this responsibility, Orchard View Schools will be smoke free 24 hours a day, seven days a week. This policy will apply to all buildings and grounds owned and operated by the school system, buses, and other school-owned vehicles.

Orchard View Schools enforces P.A. 140 and will promote practices which will aid students and employees to abstain from use of all tobacco products, intervene early when use is detected, take corrective disciplinary action when necessary, and make accessible after-care support for students and staff.

Policy Direction:

I. Prevention

The Orchard View Schools will provide staff and students with information and activities focused on preventing the use of tobacco products. Prevention activities will be centered around the student instructional programs, staff inservice training, staff and student assistance programs, school climate and family and community involvement.

II. Intervention and Referral

The Orchard View School shall establish and maintain an assistance program and provide available resources to aid staff and students who currently use tobacco products to successfully address this harmful involvement and eliminate this behavior.

III. Discipline

Staff and student have a right to work in or to attend school in an environment free of second hand smoke. This district has the responsibility to enforce compliance with the law by prohibiting the use of any tobacco product on school property. The Orchard View Schools will be in compliance with the legal requirements and acknowledge their health responsibility to: provide a healthier environment in which students can learn and staff can work; limit the possibility

TOBACCO FREE SCHOOLS (cont.)

of students seeing adult role models smoke; work cooperatively with and to promote healthier behaviors among staff and student.

There will be no use of tobacco products by staff, students, or any other persons at any time in any buildings or on any property owned or operated by Orchard View Schools.

BOARD POLICY

ORCHARD VIEW SCHOOLS DRUG-FREE WORKPLACE POLICY

SUPPORT STAFF

4122.01/page 1 of 1

Revised Policy 2/96

The Board of Education believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting that is not tainted by the use or evidence of use of any controlled substance.

The Board shall not permit the manufacture, possession use, distribution, or dispensing of any controlled substance alcohol, any drug paraphernalia by any member of the district's classified staff at any time while on District property or while involved in any district-related activity or event. Any staff member who violates this policy shall be subject to disciplinary action in accordance with District guidelines and the terms of negotiated collectively bargained agreements.

The Superintendent shall establish administrative guidelines that will best ensure compliance with the intent of this policy and that will provide for appropriate disciplinary actions if and when needed.

P.L. 101-126

Drug-Free Workplace Act of 1988, 41 U.S.C. 701, et seq.

TOBACCO FREE SCHOOLS ACT

On September 1, 1993, Public Act 140 became effective in Michigan. This law declared all public school facilities to be tobacco free.

The "Tobacco Free Schools Act" bans the use of tobacco products in all buildings and on all properties owned or operated by our school district. It prohibits the use of all forms of tobacco on school grounds, buildings, parking lots, in school vehicles, and in private vehicles on school premises.

This law is enforced by local police agencies. Violations constitute a misdemeanor and can result in a fine up to \$50.

Our staff is asked to assist in communications of the law's requirements to students, guests, parents, and other visitors to our facilities. Appropriate signs are currently posted at entrances to our buildings.

Thank you for your assistance with this requirement.

.....

DRUG FREE WORKPLACE ACT OF 1988 SAFE AND DRUG FREE SCHOOLS AND COMMUNITIES ACT OF 1994

Orchard View Schools recognizes the standards of conduct required under the above named legislation. These standards prohibit the unlawful manufacture, possession, use, sale, distribution, or concealment of illegal drugs and alcohol in school programs, school vehicles, school premises, and at school sponsored activities on or off school property.

Drugs include all controlled substances as defined by federal, state and local statutes; "look-alike" drugs; and steroids. Alcohol is also included in these definitions.

These standards apply to all Orchard View Schools employees, both full and part time.

As a condition of employment, all Orchard View Schools staff must notify administration of a conviction of any drug offense under state or federal law. Such notification must be in writing and must be submitted no more than five days following the conviction.

Because of the serious health and safety risks associated with the use and abuse of drugs and alcohol, Orchard View Schools is concerned about any staff member who becomes a victim of such abuse. Any employee having such a problem is encouraged to contact his/her supervisor or the Central Office for assistance and/or referral for help through programs and services available in our community.

UNIVERSAL PRECAUTIONS IN THE SCHOOL SETTING

Reduce risk of exposure to bloodborne pathogens by using universal precautions to prevent contact with blood and body fluids.*

BEGIN BY ATTENDING TO THE INJURED PERSON:

- ◆ Whenever blood and body fluids are present a barrier (latex rubber gloves, thick layer of paper towels, or cloth) should be used to minimize exposure of the attending person while the injury is cleansed and/or dressed.
- ◆ Soiled clothes of the injured person must be bagged to be sent home.
- ◆ Place waste in a plastic bag for disposal.
- ◆ Remove gloves and dispose in plastic bag.
- ◆ Thoroughly wash hands with soap.

CLEAN AND DISINFECT ENVIRONMENTAL SURFACES:

- ◆ Whenever cleaning and disinfecting environmental surfaces in which blood and body fluids are present, a barrier (rubber utility gloves durable enough to withstand environmental cleaning and disinfecting, thick layers of paper towels, or cloth) should be placed between the blood and the attending person.
- ◆ Use disposable paper towels or other disposable materials to remove blood and body fluids.
- ◆ Disinfect the affected area(s) and cleaning tools with a commercial tuberculocidal disinfectant (mixed according to manufacturer's specifications) or bleach solution (approximately ¼ cup common household bleach per gallon of tap water, mixed fresh daily). The affected surface being disinfected should remain wet for ten minutes.
- ◆ Secure all waste in plastic bag for disposal.

CLEAN UP FOR ATTENDING PERSON:

- ◆ Remove gloves and dispose and secure in a plastic bag.
- ◆ Immediately apply soap. Thoroughly wash hands with soap by rubbing hands together (avoid scrubbing hands). Pay particular attention to finger tips, nails and jewelry. Rinse with fingers pointing downward.
- ◆ *If running water and soap are not immediately available, a waterless antiseptic cleaner or moist towelette may be used until hands can be thoroughly washed (use of antiseptic cleaner or towelette if NOT a substitute for handwashing). **WASH HANDS AS SOON AS POSSIBLE.**

Centers for Disease Control Guideline for Prevention of Transmission of Human Immunodeficiency Virus and Hepatitis B Virus to Health-care and Public Safety workers. *MMWR* Vol. 38/ Nos. S-6:1-37, 1989

* Body fluids that contain blood.

Appendix G

E70

Central Office Use Only

Number: _____

INJURY REPORT

Date Submitted _____

Name _____
 {Last} {First} {I}

Date Injury Occurred

Time Injury Occurred

Place Injury Occurred

Witness (if any) _____

Please document an account of what happened and the injury that resulted.

Signature _____

THIS FORM MUST BE TURNED IN TO THE CENTRAL OFFICE IMMEDIATELY FOLLOWING THE INJURY.

APPOINTMENT WITH HACKLEY OCCUPATIONAL CLINIC AT _____ ON _____.

ABBREVIATED INSPECTION LIST

An abbreviated vehicle inspection will be performed whenever a vehicle has been left unattended for four hours or longer. This inspection is in addition to the pre-trip inspection and should include but not limited to the following:

- **Visual inspection of exterior of bus**
- **Visual inspection under bus**
- **Tires**
- **Lights**
- **Gauges**
- **Brake operation**
- **Steering operation**

LETTER OF AGREEMENT

SUMMER BAND CAMP BUS TRIP

Summer Band Camp bus trips shall be driven by Beverly DeLong (12/1969) and Carol Wright (10/78) who drove those trips in the summer of 1987 until the bus driver(s) is no longer available for such assignment or misses a summer band trip for reasons other than personal illness or illness or death in the immediate family. If the number of buses needed is reduced then the least senior driver(s) will not be assigned, and this will not cause the bus driver(s) to forfeit the right to be assigned to future trips. When one of these bus drivers is otherwise unavailable or misses a trip, the trip shall thereafter be subject to assignment among the other bus drivers on the trip rotation list. A driver refusing the opportunity to be assigned the summer band trip will be passed and charged as if having driven the trip for assignment purposes. Should no drivers accept assignment to the trips, the Employer may assign the bus drivers required to drive the trips.

Superintendent
Orchard View Schools

President
OV-MESPA

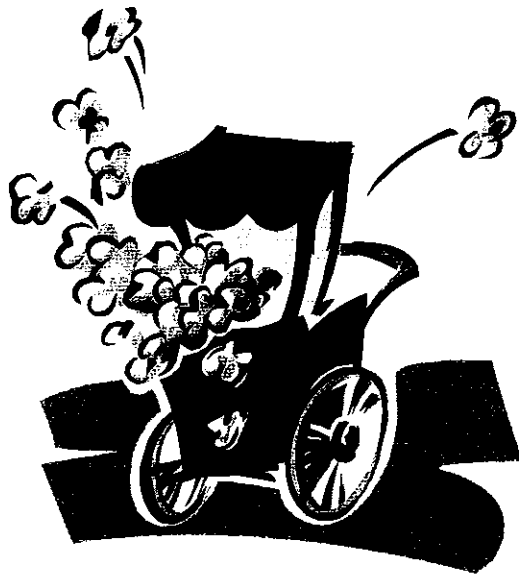
Date

Date

MJW

ORCHARD VIEW SCHOOLS

FOOD SERVICE EMPLOYEE HANDBOOK



2007-10

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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.

A. QUALIFICATIONS AND REQUIREMENTS

1. Dress Code:
 - a. White or black slacks or skirts (no sweatpants).
 - 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.
2. Staff Meetings, Training, and Education:
 - a. Employees are expected to attend all department staff meetings or training sessions unless they have prior approval of absence or an emergency.

B. DAILY RECORDS AND REQUIREMENTS

1. A "regular" day for all Food Service workers (starting time, breaks, lunch and leaving time) shall be set by the Employer or Designee. Additional hours may be assigned by the Employer or Director of Dining Services. Breaks may not be taken at the beginning or end of the workday.
2. Food Production Record Form (required).
 - a. Completed daily (must be accurate).
 - b. This form provides an excellent tool for substitute workers to use.
3. Daily Temperature Log
 - a. Complete Daily Temperature Log (see Appendix E)

C. EMPLOYEE CONDUCT EXPECTATIONS

1. Behavior should be of professional quality; respectful of students, staff, fellow workers and supervisors.
2. Follow correct safety and sanitary procedures (see attachment).
3. No tobacco use or smoking on school property (see attachment)
4. Attendance:
 - a. If you are unable to report for your regular assignment call for a sub, notify your replacement and notify the Director of Dining Services (760-1550).
 - b. Refer to contract for paid holidays and non-worked days.

C. EMPLOYEE CONDUCT EXPECTATIONS (cont.)

5. No removal of food or supplies for non-school usage except by specific approval from Employer or Designee.
6. Eating is to be in designated areas only.
7. Empty commodity boxes must remain on-site for proper disposal.
8. Limit personal phone calls and do not use district paid lines for personal long-distant calls unless it is an emergency. If a long distance call is placed, it needs to be recorded on district form M145, Telephone Calls (long distance), and sent to the Central Office.

D. ACCIDENTS AND INJURIES

1. Employees must report all accidents and/or injuries to the Employer/Director of Dining Services as soon as possible after occurrence.
2. Submit Form E70, Injury Report, to the Central Office and your Employer/ Director of Dining Services.
3. If you need medical attention, contact Central Office at 760-1305 and an appointment will be set up for you at Hackley Occupation Clinic. If you have a work related injury, you must treat with Hackley Occupational Clinic for the first ten days. After ten days from the date the employee first sees designated doctors or uses the hospital facility, he/she may then treat with a physician of his/her own choice by giving the name of the physician to the district. The district and/or its insurance carrier has the right to arrange a special medical evaluation when necessary by giving the employee notice by certified mail of the date, time, and place of said examination. Please refer to the **Medical treatment and Medical control Procedures Workers' Compensation Act (On-The-Job-Injuries)** given to each employee at the beginning of the school year or by contacting the Central Office at 760-1305 for a copy.

E. PERSONAL HEALTH, SANITATION, SAFETY

All food service employees must follow federal and state laws on sanitation. They have been designed to keep customers healthy when eating in public.

Personal Practices:

- Wash hands - the first thing you do before you begin work!
- Wash hands after:
 - ~using a handkerchief or tissue
 - ~using the rest room (remove apron before restroom use)
 - ~touching your hair or face
 - ~handling money
 - ~handling soiled dishes
 - ~handling raw food

~eating

E. **PERSONAL HEALTH, SANITATION, SAFETY (cont.)**

- Keep nails clean, clipped short and free of polish.
- Keep hair clean and off the collar.
- Antiseptically bandage cuts/abrasions, cover with a waterproof protector.
- Wear clean, appropriate clothing.

Safety Practices:

- Wipe up spills immediately to prevent accidents.
- Wear shoes with non-skid soles.
- Use clean, dry hot pads for handling hot pans.
- Do not place knives in soapy dishwater - this reduces cuts from hidden utensils.
- Keep walkways free of carts, buckets and boxes.
- Keep work area neat, clean and orderly.
- Use proper lifting techniques (see diagram).

F. **EMERGENCY PROCEDURES**

1. Notify Employer/ Director of Dining Services of any emergency situation as quickly as possible send a student if necessary.
2. Extreme emergencies should be reported immediately by dialing 911 (severe cuts, fires, life threatening occurrences, etc.).
3. Notify the Employer/ Director of Dining Services as soon as possible after the immediate situation is under control.
4. Bomb Threats - handled by building principal's office.

G. **FOOD HANDLING PRACTICES**

1. Use proper tongs, disher, ladles or spoodles when handling food during preparation or serving. If hands are used to mix, wear a disposable glove, only touching the food.
2. Wear serving gloves on the serving line.
3. Avoid eating during the preparation of food and in the serving areas. Eating is to be in a break area. **WASH YOUR HANDS AFTER tasting or eating.**
4. Taste food with a clean spoon each time (can be disposable).
5. Keep wiping towels in a container of sanitizing solution when not in use.
6. Use a cutting board when slicing, chopping or dicing. **NO** metal on metal.

G. FOOD HANDLING PRACTICES (cont.)

7. **DO NOT** thin dressings/condiments with milk; use vinegar, water or another dressing.

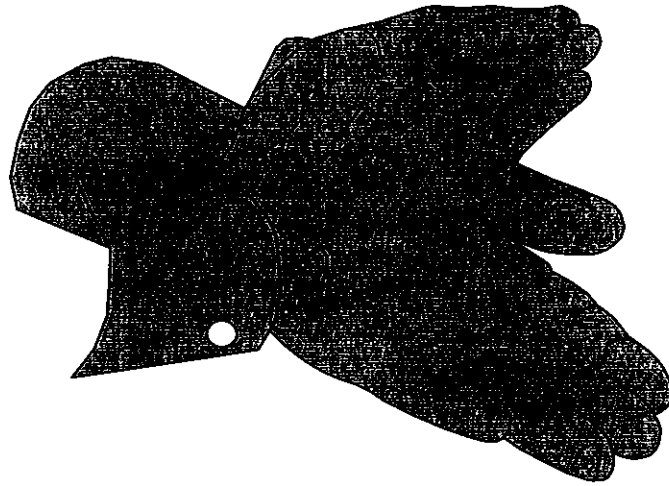
8. **LABEL** and **DATE ALL** dressing cartons, leftovers, etc. Include the amount in pails, pounds of sliced meats in a pan.

I. FOOD DELIVERY

1. Responsible for the delivery of food within the Orchard View School District.

2. Maintain safe operation of school vehicle while transporting food.

Personal Hygiene



Make it a Hands-On Experience

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*

GOOD PERSON HYGIENE PRACTICES HAVE MANY BENEFITS, SUCH AS HELPING TO MINIMIZE CHEMICAL EXPOSURE AND THE SPREAD OF INFECTIOUS DISEASES.

Training Objectives

(Note: Use red and blue hand washing sign as a visual aide.)

Hygiene

- ◆ Be able to explain why personal hygiene is important to food safety.
- ◆ Be able to describe proper hand washing techniques.
- ◆ Identify and wear appropriate attire.
- ◆ Discuss other personal habits that follow proper personal hygiene guidelines.

Why is Personal Hygiene important?

- a) Everything, including healthy people, carries harmful bacteria and viruses.
- b) Personal hygiene is one important area of food safety that people can control.

Elements of Personal Hygiene:

- a) Be certain that you arrive to work feeling healthy. Call your supervisor if you become ill.
- b) Cuts and abrasions should be bandaged and covered with disposable gloves, whether or not you are working directly with food. Tell your supervisor.
- c) Bathe or shower every day.
- d) Fingernails should be trimmed and clean.
- e) Do not wear nail polish or false/acrylic fingernails. Leave jewelry at home.

What is considered the proper attire?

- a) Wear a clean apron at all times. If it gets dirty, change it immediately.
- b) Do not wipe your hands on your apron.
- c) Keep hair clean; always wear a hair restraint.
- d) Tuck the strings of your apron out of the way under the fold.

Proper hand washing techniques:

- a) Use a hand washing sink only, not a prep sink.
- b) Always wash your hands before you start to work and after using the restroom using the double scrub method.
- c) Wash your hands if you touch anything that could cause contamination, such as your hair or raw food.
- d) Wash your hands after you take a break, mop the floor, or take out the garbage.
- e) It takes about twenty seconds to properly wash your hands or about as long as it takes to sing the "Happy Birthday" song to yourself twice.
- f) Wash all areas of your arms and hands that are exposed to food-up to your elbows.
- g) Always wash your hands in hot water as hot as you can stand.
- h) Dry your hands using single-service hand towels or hot air dryers.
- i) Disposal gloves should be worn over thoroughly washed hands only.

- j) Wear gloves if you have a cut or abrasion. Change them if they become torn, dirty, or contaminated-or if you are changing food products.

Personal Habits and Food Safety

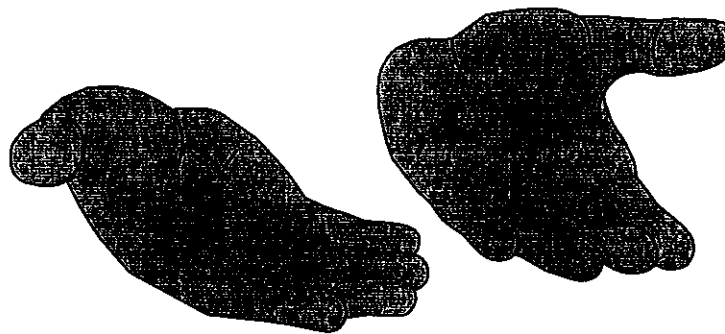
- a) Do not smoke, chew gum or tobacco around food.
- b) Bathe daily.
- c) Trim and clean your fingernails. Nails should be kept short.
- d) Do not sneeze or cough near food.
- e) Do not touch or scratch any part of your body while handling food.
- f) Save personal activities, such as eating, drinking, smoking, or grooming for break time or employee meal periods. Wash your hands using the double scrub method after using the restroom (once if you do not use the restroom) before returning to work.

Other things to Remember

- a) Go through a mental checklist before you start work, to be sure your personal habits and food handling techniques will not contaminate food.
- b) Add your operation's policies and procedures to your checklist.
- c) Always try to work safely for yourself and for safe food.

Remember: The “Orchard View Difference” is you.

REMINDER WASH YOUR HANDS!



Before you start work and after you have used the washroom, remember to wash your hands using the following two step method:

Using a nailbrush and water as hot as you can stand:

- 1. Wet both hands and apply soap, lather well, and rinse. Sing the “Happy Birthday” song to yourself for lather time.**
- 2. Apply soap again and lather well, scrubbing under nails with brush, fingers, palms, and backs of your hands, rinse.**
 - ◆ After rinsing your hands, pat them dry with a disposable towel to prevent chafing**
 - ◆ For washing between tasks you only need to lather once.**

The “Orchard View Difference” is you!

Training Objectives Preparation Cooking With A Focus On Temperature

Handling Food Properly

1. The temperature danger zone is the temperature range between 40 degrees F. and 140 degrees F. This danger zone allows bacteria to grow and multiply the fastest. Food must not be kept in this zone for long periods of time (more than four hours).
2. Food is often repaired in the temperature danger zone.
3. Dividing food into smaller “batches” for preparation minimizes the time it spends in the temperature danger zone.
4. Use clean, sanitized utensils and cutting boards when preparing food. Clean and sanitize them after each use, and when changing to another food.
5. Never use the same utensil, knife, or cutting board to prepare different kinds of food.

How to Thaw Food Properly

1. Thaw food in the refrigerator, at 40 degrees F. or colder.
2. Thaw in a microwave if food is to be cooked immediately.
3. Thaw food as part of the cooking process.
4. Thaw food in potable, clean, running water at 70 degrees F. or below.

Cooking Food Safely

1. Poultry and stuffed meat should be cooked to a minimum temperature of 165 degrees F.
2. Ground beef should be cooked to a minimum temperature of 155 degrees F.
3. Pork should reach a temperature of at least 150 degrees F. when cooking in a conventional oven, or 170 degrees F. if in a microwave.
4. Fish should be cooked to a temperature of at least 140 degrees F.

How to Accurately Measure and Monitor Food Temperature

1. Use either a metal stemmed, numerical scaled thermometer, or a digital read-out thermocouple to measure food temperature.
2. Both instruments must be accurate to within +1-2 degrees F., then washed and sanitized before use.
3. Take the internal temperature of food in its thickest part.
4. Calibration of the thermometer is critical and should be done at least once a week. You should use a blue stemmed thermometer for cold foods and a red stemmed thermometer for hot foods. This means the thermometer does not have extremes in temperatures and will retain calibration.

Training Objectives: Preparation, Cooking With A Focus On Temperature (continued)

How to Calibrate a Thermometer (leader will demonstrate)

First cold calibration: Ice Point Method

1. Take half ice and half water to make slush. Put your blue stemmed thermometer in the slush for 30 seconds or until stabilizes and take a reading. It should be 32 degrees F. If it is not 32 degrees F., then turn the nut on the bottom of the thermometer until it reads 32 degrees F. test by returning to the ice slush.

Second hot calibration: Boiling Point Method

1. Put water in a pot on the stove and heat to boiling.
2. Put the red stemmed thermometer into the boiling water until it stabilizes. Then adjust the calibration so it reads 212 degrees F. Note that the boiling point differs daily with atmospheric pressure changes and depending on the altitude, so adjustments must be made to suit individual altitude levels. The boiling point lowers about 1 degree for each 550 feet above sea level.

How to Cool Leftover Food

1. To minimize the time food is in the temperature danger zone, cool to 40 degrees F. or below within four hours.
2. For heavy, thick food such as chili or sauces, use shallow pans with a product depth of 2 inches or less.
3. Cut large pieces of meat into smaller pieces.
4. Use an ice water bath or a blast chiller to cool food rapidly.
5. Cover, date, label, and refrigerate food immediately after cooking. Place all cooked food above raw food in the refrigerator.

Reheating Leftover Food

1. Reheat food to 165 degrees F. or higher within two hours.
2. Never use holding equipment to reheat food.
3. Do not mix raw food into cooked food, or new into old.
4. Do not re-use leftovers more than once.

Review of New Temperature Log Form (attached)

Note that the log form is initialed each hour by the person taking the temperatures with a correction noted if an item is below the temperature required.

Orchard View Daily Temperature Log

Date: _____

LUNCH	1 ST	2 ND	3 RD	4 TH	5 TH
Entrée 1					
Entrée 2					
Entrée 3					
Potato/gravy					
Vegetable					
Fruit					
Other (list)					

NOTE: Initials and temperature indicate that you checked the temperatures and verify that they meet or exceed Orchard View standards.

SPECIAL EDUCATION STUDENTS

There are several physical and mental conditions which may affect the learning and behavior capabilities of a student. Handicap conditions can be grouped into physical, mental, emotional or social disabilities. Some students could have a combination of these conditions.

To help you better understand the children you serve abbreviations are used. The abbreviation meaning and definition follows:

E.I. (Emotionally Impaired)

Children who may be disruptive, have temper outbursts or frequently are disobedient or are withdrawn. These children may be unable to function in a regular classroom. They may be physically abusive or tend to withdraw from others. Sometimes exhibit symptoms of psychosis, schizophrenia or autism.

Be observant, the emotionally disturbed child may send out sparks before he/she erupts. Aggressive behavior may be a cry for attention, so give attention when the child is not aggressive. Be firm, but fair.

E.M.I. (Educable Mentally Impaired)

Children with below average learning capability. Frequently may have difficulty socializing or dealing with new situations.

H.I. (Hearing Impaired)

Children who suffer a loss of hearing of any degree. They are sometimes referred to as hard-of-hearing or deaf.

Hard-of-hearing children will have difficulty understanding conversational speech even though wearing hearing aids. They may turn off the hearing aid if conditions become too loud or uncomfortable. They often tire more quickly than other children since they are straining to understand with their eyes what they miss through their lack of hearing. They may be better on some days than on others.

- Speak naturally. Do not exaggerate, overemphasize or speak loudly.
- Keep your hands away from your face while speaking. Make sure the child sees your face when you are talking.
- Make sure the child understands, not just listens, when you give directions or make requests.
- If the child misunderstands, restate the question or statement in other words. Some words are difficult to "see" since they require no lip movement.

L.D. (Learning Disabled)

Children who have major difference between intellectual ability and actual academic achievement. Sometimes they have social and behavioral problems. They experience difficulty learning to read, write or do math.

SPECIAL EDUCATION STUDENTS (cont.)

P.O.H.I. (Physically or Otherwise Health Impaired)

Children who are limited by physical or health conditions to such a degree that special facilities and services are needed. The physically handicapped condition can be further divided into:

Severely - Children who are mobile only with a wheelchair. A hydraulic lift is used to load and unload the person in the chair.

Moderately - Children who can walk with crutches or a walker.

Slightly - Few cases of the physically handicapped fall into this category because most will be integrated into a regular classroom.

If it is necessary to lift a child who cannot assist you, be aware that this type of child has a good tendency to "slip through" your arms. Get a good grip on his/her trunk and support the head if necessary. Encourage independence in the child by allowing him/her to do as much as he/she can do for him/her self.

P.P.I. (Pre-Primary Impaired)

A Child from 3 to 5 years old who is developing significantly slower than an average child but who does not fit into a present category of disability.

S.M.I. (Severely Mentally Impaired)

Children who have the potential for basic self-care and mobility but will always need close supervision.

S.S.L.I. (Severely Speech and Language Impaired)

Children whose inability to understand or use functional language may interfere with learning or social adjustment. Persons can be recognized by rate, loudness or quality of speech and articulation or distortions of sounds.

S.X.I. (Severely Multipally Impaired)

Children who are moderately to severely mentally impaired and who, in addition, have physical handicaps such that they cannot and may never walk. They have a combination of one or more of the other single handicap conditions.

T.M.I. (Trainable Mentally Impaired)

These children have potential for self-care and social adjustment but will always need some form of supervision. As adults they may be able to perform some unskilled tasks or work in a sheltered workshop.

It is not unusual for the trainable child to have a history of seizures or other disorders. Some are overly excitable; others may be quite fearful. Some have little or no speech and may have poor eye-hand coordination and poor control of arms or legs. Praise, practice, and patience are the key words to remember.

SPECIAL EDUCATION STUDENTS (cont.)

V.I. (Visually Impaired)

Children who have problems seeing. May be partially sighted or even blind. Visual acuity will be 20/70 or less after correction. They may have a restricted peripheral field of vision of not more than 20 degrees.

The children with total vision losses or severe vision losses will be using a long white cane. These children should be encouraged to do as much as possible for themselves.

EPILEPTIC

Epilepsy involves adjustment on the part of the child and his/her family. Because epilepsy is a chronic disorder, many children have to learn to live with the possibility of a long life of seizures. Although the majority of children with epilepsy are well controlled with medication and some may even outgrow seizures, none can look forward to a cure. We should not expect less in behavior because the child has seizures. A child may be fearful about having another seizure, but the fear will be lessened if the child feels that adequate care and understanding will be given.

What causes seizures to occur is still somewhat unknown. During most seizures, all semblance of self-control is lost. Although no one can predict when a seizure will happen, there are some suggestions for action or response:

- Remain calm. Use voice control.
- Gently prevent the child from injury by supporting the head in your hands so that it does not collide with near objects. Let the body flail, and do not try to control its movements.
- Place nothing between the person's teeth.
- After the seizure, allow the person to rest. Since excessive saliva may flow from the mouth, position the head so the individual will not choke.
- Inform your supervisor, child's parents and Building Principal at the first opportunity.

STUDENT DISCIPLINE

Corporal Punishment

The Board does not condone the use of force, fear, hitting, paddling, spanking, slapping, or other forms of corporal punishment as an appropriate procedure in student discipline.

No employee, volunteer, or contractor of the district shall inflict physical pain by hitting, paddling, spanking, or cause to be inflicted, corporal punishment upon a student.

Student Discipline

Physical force upon a student may be necessary to restrain or remove a student whose behavior is interfering with the orderly exercise and performance of district functions within a school or school-related activity if that student has refused to comply with a request to refrain from further disruptive acts; for self defense or the defense of another; to prevent a student from inflicting harm on himself; to quell a disturbance that threatens physical injury to any person; to obtain possession of a weapon or other dangerous object; and to protect property.

Employees should not find it necessary to resort to physical force, violence, or threats to compel obedience. If all means fail, staff members may always resort to the removal of the student from the classroom or school through established suspension or expulsion procedures.

BOARD POLICY

ORCHARD VIEW SCHOOLS **CORPORAL PUNISHMENT**

STUDENT

5630/page 1 of 1

While recognizing that students may require disciplinary action in various forms, the board of education cannot condone the use of unreasonable force and fear as an appropriate procedure in student discipline.

Professional staff should not find it necessary to report to physical force or violence to compel obedience. If all other means fail, staff members may always resort to removal of the student from the classroom or school through suspension or expulsion procedures.

Professional staff as well as support staff, within the scope of their employment, may use and apply reasonable force and restraint to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon or within the control of the student, in self-defense, or for the protection of persons or property.

In accordance with State law, corporal punishment shall not be permitted. If any employee threatens to inflict, inflicts, or causes to inflict unnecessary, unreasonable, irrational, or inappropriate force upon a student, s/he may be subject to discipline by this Board and possibly criminal assault charges as well. This prohibition applies as well to volunteers and those with whom the district contracts for services.

The Superintendent shall provide administrative guidelines, which shall include a list of alternatives to corporal punishment.

M.C.L.A. 380.1312

TOBACCO FREE SCHOOLS

Philosophy Statement

Academic institutions have both a responsibility and an opportunity to discourage negative behaviors and encourage healthful habits. To fulfill this responsibility, Orchard View Schools will be smoke free 24 hours a day, seven days a week. This policy will apply to all buildings and grounds owned and operated by the school system, buses, and other school-owned vehicles.

Orchard View Schools enforces P.A. 140 and will promote practices which will aid students and employees to abstain from use of all tobacco products, intervene early when use is detected, take corrective disciplinary action when necessary, and make accessible after-care support for students and staff.

Policy Direction:

I. Prevention

The Orchard View Schools will provide staff and students with information and activities focused on preventing the use of tobacco products. Prevention activities will be centered around the student instructional programs, staff inservice training, staff and student assistance programs, school climate and family and community involvement.

II. Intervention and Referral

The Orchard View School shall establish and maintain an assistance program and provide available resources to aid staff and students who currently use tobacco products to successfully address this harmful involvement and eliminate this behavior.

III. Discipline

Staff and student have a right to work in or to attend school in an environment free of second hand smoke. This district has the responsibility to enforce compliance with the law by prohibiting the use of any tobacco product on school property. The Orchard View Schools will be in compliance with the legal requirements and acknowledge their health responsibility to: provide a healthier environment in which students can learn and staff can work; limit the possibility of students seeing adult role models smoke; work cooperatively with and to promote healthier behaviors among staff and student.

There will be no use of tobacco products by staff, students, or any other persons at any time in any buildings or on any property owned or operated by Orchard View Schools.

BOARD POLICY

ORCHARD VIEW SCHOOLS DRUG-FREE WORKPLACE POLICY

SUPPORT STAFF
4122.01/page 1 of 1

Revised Policy 2/96

The Board of Education believes that quality education is not possible in an environment affected by drugs. It will seek; therefore, to establish and maintain an educational setting that is not tainted by the use or evidence of use of any controlled substance.

The Board shall not permit the manufacture, possession use, distribution, or dispensing of any controlled substance alcohol, any drug paraphernalia by any member of the district's classified staff at any time while on District property or while involved in any district-related activity or event. Any staff member who violates this policy shall be subject to disciplinary action in accordance with District guidelines and the terms of negotiated collectively bargained agreements.

The Superintendent shall establish administrative guidelines that will best ensure compliance with the intent of this policy and that will provide for appropriate disciplinary actions if and when needed.

P.L. 101-126
Drug-Free Workplace Act of 1988, 41 U.S.C. 701, et seq.

TOBACCO FREE SCHOOLS ACT

On September 1, 1993, Public Act 140 became effective in Michigan. This law declared all public school facilities to be tobacco free.

The "Tobacco Free Schools Act" bans the use of tobacco products in all buildings and on all properties owned or operated by our school district. It prohibits the use of all forms of tobacco on school grounds, buildings, parking lots, in school vehicles, and in private vehicles on school premises.

This law is enforced by local police agencies. Violations constitute a misdemeanor and can result in a fine up to \$50.

Our staff is asked to assist in communications of the law's requirements to students, guests, parents, and other visitors to our facilities. Appropriate signs are currently posted at entrances to our buildings.

Thank you for your assistance with this requirement.

.....

DRUG FREE WORKPLACE ACT OF 1988 SAFE AND DRUG FREE SCHOOLS AND COMMUNITIES ACT OF 1994

Orchard View Schools recognizes the standards of conduct required under the above named legislation. These standards prohibit the unlawful manufacture, possession, use, sale, distribution, or concealment of illegal drugs and alcohol in school programs, school vehicles, school premises, and at school sponsored activities on or off school property.

Drugs include all controlled substances as defined by federal, state and local statutes; "look-alike" drugs; and steroids. Alcohol is also included in these definitions.

These standards apply to all Orchard View Schools employees, both full and part time.

As a condition of employment, all Orchard View Schools staff must notify administration of a conviction of any drug offense under state or federal law. Such notification must be in writing and must be submitted no more than five days following the conviction.

Because of the serious health and safety risks associated with the use and abuse of drugs and alcohol, Orchard View Schools is concerned about any staff member who becomes a victim of such abuse. Any employee having such a problem is encouraged to contact his/her supervisor or the Central Office for assistance and/or referral for help through programs and services available in our community.

UNIVERSAL PRECAUTIONS IN THE SCHOOL SETTING

Reduce risk of exposure to bloodborne pathogens by using universal precautions to prevent contact with blood and body fluids.*

BEGIN BY ATTENDING TO THE INJURED PERSON:

- ◆ Whenever blood and body fluids are present a barrier (latex rubber gloves, thick layer of paper towels, or cloth) should be used to minimize exposure of the attending person while the injury is cleansed and/or dressed.
- ◆ Soiled clothes of the injured person must be bagged to be sent home.
- ◆ Place waste in a plastic bag for disposal.
- ◆ Remove gloves and dispose in plastic bag.
- ◆ Thoroughly wash hands with soap.

CLEAN AND DISINFECT ENVIRONMENTAL SURFACES:

- ◆ Whenever cleaning and disinfecting environmental surfaces in which blood and body fluids are present, a barrier (rubber utility gloves durable enough to withstand environmental cleaning and disinfecting, thick layers of paper towels, or cloth) should be placed between the blood and the attending person.
- ◆ Use disposable paper towels or other disposable materials to remove blood and body fluids.
- ◆ Disinfect the affected area(s) and cleaning tools with a commercial tuberculocidal disinfectant (mixed according to manufacturer's specifications) or bleach solution (approximately ¼ cup common household bleach per gallon of tap water, mixed fresh daily). The affected surface being disinfected should remain wet for ten minutes.
- ◆ Secure all waste in plastic bag for disposal.

CLEAN UP FOR ATTENDING PERSON:

- ◆ Remove gloves and dispose and secure in a plastic bag.
- ◆ Immediately apply soap. Thoroughly wash hands with soap by rubbing hands together (avoid scrubbing hands). Pay particular attention to finger tips, nails and jewelry. Rinse with fingers pointing downward.
- ◆ *If running water and soap are not immediately available, a waterless antiseptic cleaner or moist towelette may be used until hands can be thoroughly washed (use of antiseptic cleaner or towelette if NOT a substitute for handwashing). **WASH HANDS AS SOON AS POSSIBLE.**

Centers for Disease Control Guideline for Prevention of
Transmission of Human Immunodeficiency Virus and Hepatitis B
Virus to Health-care and Public Safety workers. MMWR Vol. 38/
Nos. S-6:1-37, 1989

* Body fluids that contain blood.

Central Office Use Only
Number: _____

INJURY REPORT

Date Submitted _____

Name _____
 {Last} {First} {I}

Date Injury Occurred _____

Time Injury Occurred _____

Place Injury Occurred _____

Witness (if any) _____

Please document an account of what happened and the injury that resulted.

Signature _____

THIS FORM MUST BE TURNED IN TO THE CENTRAL OFFICE IMMEDIATELY FOLLOWING THE INJURY.

APPOINTMENT WITH HACKLEY OCCUPATIONAL CLINIC AT _____ ON _____.
 {time} {date}

ORCHARD VIEW SCHOOLS

SECRETARIAL/CLERICAL

**Administrative Assistants
Clerks**

EMPLOYEE HANDBOOK

2007-2010

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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.

DISTRICT MISSION

**Working together, we prepare students to
meet the demands of our ever-changing world.**

POSTINGS

Postings for new and vacant positions shall reflect the current staffing needs of 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 accordance with contractual language.

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

DUTIES OF EMPLOYEES

Administrative Assistants

Employees in this group may be required to possess accounting and bookkeeping skills required to maintain the school building or group budget. Record keeping and handling of money may be required. This group works for a director and/or administrator.

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.

Recommended Skills for Secretarial/Clerk Groups:

Skills	Administrative Assistant	Clerk
Typing Speed	60	40
Writing Skills	Proofing, Composing	Recommended
Office Machine Usage	Required	Required
Basic Telephone Skills	Required	Required
Basic Accounting Skills	Position Specific	N/A
Filing	Required	Basic
Basic First Aid	Required – District Provide Training	
Computer Operations	Advanced	Basic
Basic Knowledge of Spreadsheets	Required	N/A
Desktop Publishing	Required	N/A
Basic Knowledge of Word Processing	Required	Recommended
Basic Internet Knowledge	Position Specific	Recommended
E-Mail Use	Required	Recommended
Professional Courtesy	Required	Required
Inventory Control	Required	N/A
Basic Communication Skills	Required	Required
***Training for job specific duties to be provided by district (i.e. accounting system, student system, new software, etc.)		

EMPLOYEE CONDUCT

Courtesy

Employees are expected to be courteous toward students, staff and community members. Each employee contributes in a favorable or unfavorable way to our public relations.

Student Discipline

Employees should report all incidents to the director/administrator of the building and complete the appropriate form in a timely manner.

Personal Responsibility

1. Behavior should be of professional quality; respectful of students, staff, fellow workers and supervisors.
2. Follow correct safety and sanitary procedures.

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 the supervisors designated person for a sub. For employees not requiring a sub, they should call their supervisor to report their absence.

High School Counseling Administrative Assistant Position – The High School Counseling Administrative Assistant Position may be extended to include one day per week throughout the summer. Said additional work days are part of the regular work guidelines for this position and do not require reposting.

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 E70 (See attached form).

BOARD POLICY

ORCHARD VIEW SCHOOLS **CORPORAL PUNISHMENT**

STUDENT

5630/page 1 of 1

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M.C.L.A. 380.1312

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Our staff is asked to assist in communications of the law's requirements to students, guests, parents, and other visitors to our facilities. Appropriate signs are currently posted at entrances to our buildings.

Thank you for your assistance with this requirement.

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### **DRUG FREE WORKPLACE ACT OF 1988 SAFE AND DRUG FREE SCHOOLS AND COMMUNITIES ACT OF 1994**

Orchard View Schools recognizes the standards of conduct required under the above named legislation. These standards prohibit the unlawful manufacture, possession, use, sale, distribution, or concealment of illegal drugs and alcohol in school programs, school vehicles, school premises, and at school sponsored activities on or off school property.

Drugs include all controlled substances as defined by federal, state and local statutes; "look-alike" drugs; and steroids. Alcohol is also included in these definitions.

These standards apply to all Orchard View Schools employees, both full and part time.

As a condition of employment, all Orchard View Schools staff must notify administration of a conviction of any drug offense under state or federal law. Such notification must be in writing and must be submitted no more than five days following the conviction.

Because of the serious health and safety risks associated with the use and abuse of drugs and alcohol, Orchard View Schools is concerned about any staff member who becomes a victim of such abuse. Any employee having such a problem is encouraged to contact his/her supervisor or the Central Office for assistance and/or referral for help through programs and services available in our community.

## **BOARD POLICY**

### **ORCHARD VIEW SCHOOLS DRUG-FREE WORKPLACE POLICY**

SUPPORT STAFF  
4122.01/page 1 of 1

Revised Policy 2/96

The Board of Education believes that quality education is not possible in an environment affected by drugs. It will seek; therefore, to establish and maintain an educational setting that is not tainted by the use or evidence of use of any controlled substance.

The Board shall not permit the manufacture, possession use, distribution, or dispensing of any controlled substance alcohol, any drug paraphernalia by any member of the district's classified staff at any time while on District property or while involved in any district-related activity or event. Any staff member who violates this policy shall be subject to disciplinary action in accordance with District guidelines and the terms of negotiated collectively bargained agreements.

The Superintendent shall establish administrative guidelines that will best ensure compliance with the intent of this policy and that will provide for appropriate disciplinary actions if and when needed.

P.L. 101-126  
Drug-Free Workplace Act of 1988, 41 U.S.C. 701, et seq.

## **UNIVERSAL PRECAUTIONS IN THE SCHOOL SETTING**

**Reduce risk of exposure to bloodborne pathogens by using universal precautions to prevent contact with blood and body fluids.\***

### **BEGIN BY ATTENDING TO THE INJURED PERSON:**

- ◆ Whenever blood and body fluids are present a barrier (latex rubber gloves, thick layer of paper towels, or cloth) should be used to minimize exposure of the attending person while the injury is cleansed and/or dressed.
- ◆ Soiled clothes of the injured person must be bagged to be sent home.
- ◆ Place waste in a plastic bag for disposal.
- ◆ Remove gloves and dispose in plastic bag.
- ◆ Thoroughly wash hands with soap.

### **CLEAN AND DISINFECT ENVIRONMENTAL SURFACES:**

- ◆ Whenever cleaning and disinfecting environmental surfaces in which blood and body fluids are present, a barrier (rubber utility gloves durable enough to withstand environmental cleaning and disinfecting, thick layers of paper towels, or cloth) should be placed between the blood and the attending person.
- ◆ Use disposable paper towels or other disposable materials to remove blood and body fluids.
- ◆ Disinfect the affected area(s) and cleaning tools with a commercial tuberculocidal disinfectant (mixed according to manufacturer's specifications) or bleach solution (approximately ¼ cup common household bleach per gallon of tap water, mixed fresh daily). The affected surface being disinfected should remain wet for ten minutes.
- ◆ Secure all waste in plastic bag for disposal.

### **CLEAN UP FOR ATTENDING PERSON:**

- ◆ Remove gloves and dispose and secure in a plastic bag.
- ◆ Immediately apply soap. Thoroughly wash hands with soap by rubbing hands together (avoid scrubbing hands). Pay particular attention to finger tips, nails and jewelry. Rinse with fingers pointing downward.
- ◆ \*If running water and soap are not immediately available, a waterless antiseptic cleaner or moist towelette may be used until hands can be thoroughly washed (use of antiseptic cleaner or towelette if NOT a substitute for handwashing). **WASH HANDS AS SOON AS POSSIBLE.**

Centers for Disease Control Guideline for Prevention of Transmission of Human Immunodeficiency Virus and Hepatitis B Virus to Health-care and Public Safety workers. MMWR Vol. 38/ Nos. S-6:1-37, 1989

\* Body fluids that contain blood.

Number: \_\_\_\_\_

**INJURY REPORT**

Date Submitted \_\_\_\_\_

Name \_\_\_\_\_

{Last}

{First}

{I}

Date Injury Occurred

Time Injury Occurred

Place Injury Occurred

Witness (if any) \_\_\_\_\_

\*\*\*\*\*

**Please document an account of what happened and the injury that resulted.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

**THIS FORM MUST BE TURNED IN TO THE CENTRAL OFFICE IMMEDIATELY FOLLOWING THE INJURY.**

**APPOINTMENT WITH HACKLEY OCCUPATIONAL CLINIC AT**

\_\_\_\_\_ ON \_\_\_\_\_.

{time}

{date}

# *Orchard View Schools*

Custodian And Maintenance

**Employee Handbook**

**September 2007**

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## **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.

## **DISTRICT MISSION**

**MAKING DECISIONS TO ASSIST STUDENTS IN MEETING  
THE CHALLENGE OF OUR EVER-CHANGING WORLD**



## **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.

## **DINNER PREMIUMS**

Second shift custodians employed as of July 1, 1998 shall work 8.5 hours with ½ hour unpaid lunch and receive \$7.50 per day dinner premium when working second shift for 2007-2008. Such stipend shall change to \$5.00 for 2008-09, \$2.50 for 2009-2010, \$0.00 for 2010-2011. Custodians hired after July 1, 1998 shall not be eligible for dinner premium.

## **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.

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 adjustment and repair) but not at the expense of their primary duty of cleaning the buildings.

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

## **Head Custodian:**

1. Be in charge of building operations, consisting of cleaning the building, plumbing, electrical, heating, ventilations, swimming pool, and the general supervision of maintenance of all equipment in the building and on the grounds. He/she shall report any need for skilled service to the director. He/she shall be responsible for such repairs as can be made within the building and about the grounds.
2. Have working knowledge of and demonstrated ability to perform general custodial/maintenance duties, make minor repairs and adjustments necessary to maintain heating, mechanical, electrical, plumbing, other similar-type functions in the building to which he/she is or will be assigned.
3. Be directly responsible to the maintenance director and/or principal of the building or to such person as the maintenance director and/or principal My designate.
4. Have the demonstrated ability to organize, plan and assist other service employees, both regular and temporary, in such ways as to better ensure and facilitate the satisfactory performance of their assigned duties.
5. Under the direction of his/her director, be responsible for directing and planning the work of all other building service employees in his building, making assignments for successful operation, arranging work loads, and assisting employees to perform their duties satisfactorily.
6. Have duties of the boiler room during the winter season, and will have a combination of duties which may include cleaning as well as care and operation of heating equipment, swimming pool, and other mechanical equipment.
7. Be responsible for requisitioning needed supplies.
8. Have the general responsibility of keeping the building and the equipment in good working condition and for maintaining the building at an acceptable standard at all times.
9. Be responsible for checking building on weekends.
10. Maintenance (both major and minor) with a secondary duty of general cleaning.
11. Work Orders: The Director of Grounds & Maintenance will define the priority of the Head Custodian work orders.

## **Grounds/Maintenance Custodial:**

1. The person employed in this position shall be in charge of maintenance and development of all grounds at the high school and athletic fields at the direction of the superintendent or his/her designee. When additional workers are required for this activity, they will be assigned to him/her by the superintendent or his/her designee.
2. During the winter months, it shall be the duty of the grounds/maintenance person to take care of the snow plowing. At time of heavy accumulation of snow it shall be the duty of the head custodian to assist in the clearing of walks, etc.
3. Between seasons, custodial work may be assigned to the grounds/maintenance person by the superintendent or his/her designee.
4. Evidence of adequate knowledge in horticultural areas, or two years experience in gardening and grounds care.
5. Must be able to car for school grounds.
6. Must be able to seed and fertilize, if needed.
7. Must be able to plant, see, bulb, tree seedlings and shrubbery so that resulting growth will produce attractive appearance.
8. Must be able to prune trees and trim hedges to promote growth and improve appearance.

9. Must be able to mow lawn with hand or power mower.
10. Must be able to maintain football and baseball fields.
11. Must be able to line football and baseball fields.
12. Must be able to repair and connect sprinkling equipment and water lawn and flowerbeds.
13. Must be able to adjust and make minor repair on such equipment as lawnmowers and tractors.
14. Must be able to operate tractors.
15. Must be able to plow now with tractor and pick-up truck whenever it is necessary regardless of time.
16. Must be able to shovel snow from sidewalks and driveways and spread sand, salt to prevent slipping.
17. Must be able to collect and dispose of garbage, leaves, and refuse.

### **Custodial/Laundry/Groundskeeper:**

In charge of cleaning uniforms and towels.

1. In charge of delivery and retrieval of baking, board materials, etc.
2. Along with custodial duties, custodial grounds duties to be limited to grass cutting, weed whacking and cleaning up of trash. All other grounds duties to be handled by the grounds/maintenance position.
3. Must be able to operate mowers.

## **EMPLOYEE CONDUCT**

### **Courtesy**

Employees are expected to be courteous toward students, staff and community members. Each employee contributes in a favorable or unfavorable way to our public relations.

### **Student Discipline**

Employees should report all incidents to the building principal and complete the appropriate form in a timely manner.

### **Personal Responsibility**

1. Behavior should be of professional quality, respectful of students, staff, fellow workers and supervisors
2. Follow correct safety and sanitary procedures.

## **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 the supervisors and designated person for a sub.

### **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.

### **Radio Procedure**

The 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.

1. Radio equipment shall be operated only for communication related to the official business of the Buildings and Grounds Department and only by authorized personnel.
2. Prohibited Transmissions:
  - Inappropriate, indecent, obscene or profane words, language or meaning.

3. **Specific Responsibilities:**
- While you are in your vehicle, the radio shall be left on with the volume adjusted loud enough to hear transmissions.
  - When you wish to transmit, remove the microphone from the holder and monitor for several seconds. Listen for others. Don't interrupt other communications.
  - Key the microphone *before* you speak. Many times the first words spoken are not transmitted because they occur *as* the microphone is keyed.
  - When you have finished, you should "clear" the air so that others will know you are finished transmitting.

### 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.

## **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 E70 (See attached form).

Orchard View Schools  
Corporal Punishment

STUDENT  
5630/page 1 Of 1

While recognizing that students may require disciplinary action in various forms, the board of education cannot condone the use of unreasonable force and fear as an appropriate procedure in student discipline.

Professional staff should not find it necessary to resort to physical force or violence to compel obedience. If all other means fail, staff members may always resort to removal of the student from the classroom or school through suspension or expulsion procedures.

Professional staff as well as support staff, within the scope of their employment, may use and apply reasonable force and restraint to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon or within the control of student, in self – defense, or for the protection of persons or property.

In accordance with State law, corporal punishment shall not be permitted. If any employee threatens to inflict, inflicts, or causes to inflict unnecessary, unreasonable, irrational, or inappropriate force upon a student, she/he may be subject to discipline by the this Board and possibly criminal assault charges as well. This prohibition applies as well to volunteers and those with whom the district contracts for services.

The Superintendent shall provide administrative guidelines, which shall include a list of alternatives to corporal punishment.

M.C.L.A. 380.1312

# **TOBACCO FREE SCHOOLS**

## **Philosophy Statement**

Academic institutions have both a responsibility and an opportunity to discourage negative behaviors and encourage healthful habits. To fulfill this responsibility, Orchard View Schools will be smoke free 24 hours a day, seven days a week. This policy will apply to all buildings and grounds owned and operated by the school system, busses, and other school – owned vehicles.

Orchard View Schools enforces P.S. 140 and will promote practices which will aid students and employees to abstain from use of all tobacco products, intervene early when use is detected, take corrective disciplinary action when necessary, and make accessible after – care support for students and staff.

## **Policy Direction:**

### I. Prevention

The Orchard View Schools will provide staff and students with information and activities focused on preventing the use of tobacco products. Prevention activities will be centered around the student instructional programs, staff in-service training, staff and student assistance programs, and school climate and family and community involvement.

### II. Intervention and Referral

The Orchard View School shall establish and maintain an assistance program and provide available resources to aid staff and students who currently use tobacco products to successfully address this harmful involvement and eliminate this behavior.

### III. Discipline

Staff and students have a right to work in or to attend school in an environment free of second hand smoke. This district has the responsibility to enforce compliance with the law by prohibiting the use of any tobacco products on school property. The Orchard View Schools will be in compliance with the legal requirements and acknowledge their health responsibility to: provide a healthier environment in which students can learn and staff can work; limit the possibility of students seeing adult role models smoke; work cooperatively with and to promote healthier behaviors among staff and students.

There will be no use of tobacco products by staff, students, or any other persons at any time in any buildings or any property owned or operated by Orchard View Schools.

**ORCHARD VIEW SCHOOLS**  
**DRUG – FREE WORKPLACE POLICY**

SUPPORT STAFF  
4122.01/page 1 of 1

Revised Policy 2/96

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The Superintendent shall establish administrative guidelines that will best ensure compliance with the intent of this policy and that will provide for appropriate disciplinary actions if and when needed.

P.L. 101 – 126  
Drug – Free Workplace Act of 1988, 41 U.S.C. 701, et seq.



## **TOBACCO FREE SCHOOLS ACT**

On September 1, 1993, Public Act 140 became effective in Michigan. This law declared all public school facilities to be tobacco free.

The "Tobacco Free Schools Act" bans the use of tobacco products in all buildings and on all properties owned or operated by our school district. It prohibits the use of all forms of tobacco on school grounds, buildings, and parking lots, in school vehicles and in private vehicles on school premises.

This law is enforced by local police agencies. Violations constitute a misdemeanor and can result in a fine up to \$50.

Our staff is asked to assist in communications of the law's requirements to students, guests, parents, and other visitors to our facilities. Appropriate signs are currently posted at entrances to our buildings.

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## **DRUG FREE WORKPLACE ACT OF 1988 SAFE AND DRUG FREE SCHOOLS AND COMMUNITIES ACT OF 1994**

Orchard View Schools recognizes the standards of conduct required under the above named legislation. These standards prohibit the unlawful manufacture, possession, use, sale, distribution, or concealment of illegal drugs and alcohol in school programs, school vehicles, school premises, and at school sponsored activities on or off school property.

Drugs include all controlled substances as defined by federal, state and local statutes; "look - alike" drugs; and steroids. Alcohol is also included in these definitions.

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As a condition of employment, all Orchard View Schools staff must notify administration of a conviction of any drug offense under state or federal law. Such notification must be in writing and must be submitted no more than five days following the conviction.

Because of the serious health and safety risks associated with the use and abuse of drugs and alcohol, Orchard View Schools is concerned about any staff member who becomes a victim of such abuse. Any employee having such a problem is encouraged to contact his/her supervisor or the Central Office for assistance and/or referral for help through programs and services available in our community.

## **UNIVERSAL PRECAUTIONS IN THE SCHOOL SETTING**

Reduce risk of exposure to blood borne pathogens by using universal precautions to prevent contact with blood and body fluids.\*

### **BEGIN BY ATTENDING TO THE INJURED PERSON:**

- Whenever blood and body fluids are present a barrier (latex rubber gloves, thick layer of paper towels, or cloth) should be used to minimize exposure of the attending person while the injury is cleansed and/or dressed.
- Soiled clothes of the injured person must be bagged to be sent home.
- Place waste in a plastic bag for disposal.
- Remove gloves and dispose in plastic bag.
- Thoroughly wash hands with soap.

### **CLEAN AND DISINFECT ENVIRONMENTAL SURFACES:**

- Whenever cleaning and disinfecting environmental surfaces in which blood and body fluids are present, a barrier (rubber utility gloves durable enough to withstand environmental cleaning and disinfecting, thick layers of paper towels, or cloth) should be placed between the blood and the attending person.
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- Remove gloves and dispose and secure in a plastic bag.
- Immediately apply soap. Thoroughly wash hands with soap by rubbing hands together (avoid scrubbing hands). Pay particular attention to fingertips, nails and jewelry. Rinse with fingers pointing downward.
- \*If running water and soap are not immediately available, a waterless antiseptic cleaner or moist towelette may be used until hands can be thoroughly washed (use of antiseptic cleaner or towelette if NOT a substitute for hand washing). **WASH HANDS AS SOON AS POSSIBLE.**

Centers for Disease Control Guideline for Prevention of Transmission of Human Immunodeficiency Virus and Hepatitis B virus to Health – care and Public Safety workers. MMWR Vol. 38/Nos. S – 6:1-37, 1989

\*Body fluids that contain blood.

## INJURY REPORT

Date Submitted \_\_\_\_\_

Name \_\_\_\_\_  
(Last) (First) (I)

Date Injury Occurred \_\_\_\_\_

Time Injury Occurred \_\_\_\_\_

Place Injury Occurred \_\_\_\_\_

Witness (if any) \_\_\_\_\_

.....  
**Please document an account of what happened and the injury that resulted.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

**THIS FORM MUST BE TURNED IN TO THE CENTRAL OFFICE  
IMMEDIATELY FOLLOWING THE INJURY.**

Appointment with Hackley Occupational Clinic at \_\_\_\_\_ on \_\_\_\_\_  
Time Date

# **ORCHARD VIEW SCHOOLS**

## **PARAPROFESSIONALS**

**ISS**

**Teacher Assistants**

**Health Care Assistants**

**Lunch & Playground Assistant**

**And**

**Bus Assistants**

## **EMPLOYEE HANDBOOK**

**2007 - 2010**

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# **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.

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**MAKING DECISIONS TO ASSIST STUDENTS IN MEETING  
THE CHALLENGE OF OUR EVER CHANGING WORLD**

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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.

## **DUTIES OF EMPLOYEES**

### ***In-School Suspension***

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/teachers as approved by the administrator. They will be responsible to follow the 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).

### ***Lunch & Playground***

Responsibilities are monitoring those students not in the classroom during non-educational time. (See attached grid). As verbally agreed to: minimal amount of hours may be utilized for **very minor** clerical duties such as copying, as long as this is not used to replace a bargaining unit member or harm any other bargaining unit member.

## Health Care Assistants

\*HCA are employed to primarily provide 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.

## Bus Assistants

Responsibilities are the monitoring and supervision of student(s) while being transported to and from school during non-educational time and/or field trips/shuttles.

Recommended Skills for: Paraprofessionals:

| Skills                              | Teacher Asst.             | Health Care Asst.        | ISS Supervisor             | Lunch & Play | Bus Asst. |
|-------------------------------------|---------------------------|--------------------------|----------------------------|--------------|-----------|
| Basic First Aid                     | Request District Training |                          |                            |              |           |
| CPR                                 | Request District Training |                          | N/A                        | RDT          | RDT       |
| Behavioral Management               | Recommended               | As required through IEPC | Required District Training | Recommended  |           |
| Ability to run copier               | Recommended               | Recommended              | N/A                        | Recommended  | N/A       |
| Experience in working with children | Required                  |                          |                            |              |           |
| Computer Operations                 | Basic                     | N/A                      | N/A                        | N/A          | N/A       |
| Basic Communication Skills          | Required                  | Recommended              |                            |              |           |
| Basic Writing/Grammar Skills        | Required                  | Recommended              |                            |              |           |
| Lifting                             | N/A                       | Possible                 | N/A                        | N/A          | Possible  |
| Record Keeping                      | Minimal                   | Minimal                  | Minimal                    | Minimal      | N/A       |

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



# EMPLOYEE CONDUCT

## Courtesy

Employees are expected to be courteous toward students, staff and community members. Each employee contributes in a favorable or unfavorable way to our public relations.

## Student Discipline

Employees should report all incidents to the Building Principal and complete the appropriate form in a timely manner.

## Personal Responsibility

1. Behavior should be of professional quality, respectful of students, staff, fellow workers and supervisors.
2. Follow correct safety and sanitary procedures.

## 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 the supervisors designated person for a sub.

## 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 E70 (See attached form).

## **BOARD POLICY**

### **ORCHARD VIEW SCHOOLS** **CORPORAL PUNISHMENT**

#### **STUDENT**

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While recognizing that students may require disciplinary action in various forms, the board of education cannot condone the use of unreasonable force and fear as an appropriate procedure in student discipline.

Professional staff should not find it necessary to report to physical force or violence to compel obedience. If all other means fail, staff members may always resort to removal of the student from the classroom or school through suspension or expulsion procedures.

Professional staff as well as support staff, within the scope of their employment, may use and apply reasonable force and restraint to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon or within the control of the student, in self-defense, or for the protection of persons or property.

In accordance with State law, corporal punishment shall not be permitted. If any employee threatens to inflict, inflicts, or causes to inflict unnecessary, unreasonable, irrational, or inappropriate force upon a student, s/he may be subject to discipline by this Board and possibly criminal assault charges as well. This prohibition applies as well to volunteers and those with whom the district contracts for services.

The Superintendent shall provide administrative guidelines, which shall include a list of alternatives to corporal punishment.

M.C.L.A. 380.1312

## **TOBACCO FREE SCHOOLS**

### **Philosophy Statement**

Academic institutions have both a responsibility and an opportunity to discourage negative behaviors and encourage healthful habits. To fulfill this responsibility, Orchard View Schools will be smoke free 24 hours a day, seven days a week. This policy will apply to all buildings and grounds owned and operated by the school system, buses, and other school-owned vehicles.

Orchard View Schools enforces P.A. 140 and will promote practices which will aid students and employees to abstain from use of all tobacco products, intervene early when use is detected, take corrective disciplinary action when necessary, and make accessible after-care support for students and staff.

### **Policy Direction:**

#### **I. Prevention**

The Orchard View Schools will provide staff and students with information and activities focused on preventing the use of tobacco products. Prevention activities will be centered around the student instructional programs, staff inservice training, staff and student assistance programs, school climate and family and community involvement.

#### **II. Intervention and Referral**

The Orchard View School shall establish and maintain an assistance program and provide available resources to aid staff and students who currently use tobacco products to successfully address this harmful involvement and eliminate this behavior.

#### **III. Discipline**

Staff and student have a right to work in or to attend school in an environment free of second hand smoke. This district has the responsibility to enforce compliance with the law by prohibiting the use of any tobacco product on school property. The Orchard View Schools will be in compliance with the legal requirements and acknowledge their health responsibility to: provide a healthier environment in which students can learn and staff can work; limit the possibility of students seeing adult role models smoke; work cooperatively with and to promote healthier behaviors among staff and student.

There will be no use of tobacco products by staff, students, or any other persons at any time in any buildings or on any property owned or operated by Orchard View Schools.

## **BOARD POLICY**

**ORCHARD VIEW SCHOOLS**  
**DRUG-FREE WORKPLACE POLICY**

SUPPORT STAFF  
4122.01/page 1 of 1

Revised Policy 2/96

The Board of Education believes that quality education is not possible in an environment affected by drugs. It will seek; therefore, to establish and maintain an educational setting that is not tainted by the use or evidence of use of any controlled substance.

The Board shall not permit the manufacture, possession use, distribution, or dispensing of any controlled substance alcohol, any drug paraphernalia by any member of the district's classified staff at any time while on District property or while involved in any district-related activity or event. Any staff member who violates this policy shall be subject to disciplinary action in accordance with District guidelines and the terms of negotiated collectively bargained agreements.

The Superintendent shall establish administrative guidelines that will best ensure compliance with the intent of this policy and that will provide for appropriate disciplinary actions if and when needed.

P.L. 101-126  
Drug-Free Workplace Act of 1988, 41 U.S.C. 701, et seq.

## **TOBACCO FREE SCHOOLS ACT**

On September 1, 1993, Public Act 140 became effective in Michigan. This law declared all public school facilities to be tobacco free.

The "Tobacco Free Schools Act" bans the use of tobacco products in all buildings and on all properties owned or operated by our school district. It prohibits the use of all forms of tobacco on school grounds, buildings, parking lots, in school vehicles, and in private vehicles on school premises.

This law is enforced by local police agencies. Violations constitute a misdemeanor and can result in a fine up to \$50.

Our staff is asked to assist in communications of the law's requirements to students, guests, parents, and other visitors to our facilities. Appropriate signs are currently posted at entrances to our buildings.

Thank you for your assistance with this requirement.

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DRUG FREE WORKPLACE ACT OF 1988 SAFE AND DRUG FREE SCHOOLS AND COMMUNITIES ACT OF 1994

Orchard View Schools recognizes the standards of conduct required under the above named legislation. These standards prohibit the unlawful manufacture, possession, use, sale, distribution, or concealment of illegal drugs and alcohol in school programs, school vehicles, school premises, and at school sponsored activities on or off school property.

Drugs include all controlled substances as defined by federal, state and local statutes; "look-alike" drugs; and steroids. Alcohol is also included in these definitions.

These standards apply to all Orchard View Schools employees, both full and part time.

As a condition of employment, all Orchard View Schools staff must notify administration of a conviction of any drug offense under state or federal law. Such notification must be in writing and must be submitted no more than five days following the conviction.

Because of the serious health and safety risks associated with the use and abuse of drugs and alcohol, Orchard View Schools is concerned about any staff member who becomes a victim of such abuse. Any employee having such a problem is encouraged to contact his/her supervisor or the Central Office for assistance and/or referral for help through programs and services available in our community.

UNIVERSAL PRECAUTIONS IN THE SCHOOL SETTING

Reduce risk of exposure to bloodborne pathogens by using universal precautions to prevent contact with blood and body fluids.*

BEGIN BY ATTENDING TO THE INJURED PERSON:

- ◆ Whenever blood and body fluids are present a barrier (latex rubber gloves, thick layer of paper towels, or cloth) should be used to minimize exposure of the attending person while the injury is cleansed and/or dressed.
- ◆ Soiled clothes of the injured person must be bagged to be sent home.
- ◆ Place waste in a plastic bag for disposal.
- ◆ Remove gloves and dispose in plastic bag.
- ◆ Thoroughly wash hands with soap.

CLEAN AND DISINFECT ENVIRONMENTAL SURFACES:

- ◆ Whenever cleaning and disinfecting environmental surfaces in which blood and body fluids are present, a barrier (rubber utility gloves durable enough to withstand environmental cleaning and disinfecting, thick layers of paper towels, or cloth) should be placed between the blood and the attending person.
- ◆ Use disposable paper towels or other disposable materials to remove blood and body fluids.
- ◆ Disinfect the affected area(s) and cleaning tools with a commercial tuberculocidal disinfectant (mixed according to manufacturer's specifications) or bleach solution (approximately $\frac{1}{4}$ cup common household bleach per gallon of tap water, mixed fresh daily). The affected surface being disinfected should remain wet for ten minutes.
- ◆ Secure all waste in plastic bag for disposal.

CLEAN UP FOR ATTENDING PERSON:

- ◆ Remove gloves and dispose and secure in a plastic bag.
- ◆ Immediately apply soap. Thoroughly wash hands with soap by rubbing hands together (avoid scrubbing hands). Pay particular attention to finger tips, nails and jewelry. Rinse with fingers pointing downward.
- ◆ *If running water and soap are not immediately available, a waterless antiseptic cleaner or moist towelette may be used until hands can be thoroughly washed (use of antiseptic cleaner or towelette if NOT a substitute for handwashing). **WASH HANDS AS SOON AS POSSIBLE.**

Centers for Disease Control Guideline for Prevention of Transmission of Human Immunodeficiency Virus and Hepatitis B Virus to Health-care and Public Safety workers. MMWR Vol. 38/ Nos. S-6:1-37, 1989

* Body fluids that contain blood.

Central Office Use Only

Number: _____

INJURY REPORT

Date Submitted _____

Name _____

— {Last} {First} {I}

Date Injury Occurred

Time Injury Occurred

Place Injury Occurred

Witness (if any) _____

Please document an account of what happened and the injury that resulted.

Signature _____

THIS FORM MUST BE TURNED IN TO THE CENTRAL OFFICE IMMEDIATELY FOLLOWING THE INJURY.

APPOINTMENT WITH HACKLEY OCCUPATIONAL CLINIC AT _____ ON _____.

{time}

{date}

Orchard View Schools

Educational Program Technicians

Library Technicians

Instructional Technicians

And

Special Skills Student Assistants

Employee Handbook

September 2007

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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.

DISTRICT MISSION

**MAKING DECISIONS TO ASSIST STUDENTS IN MEETING
THE CHALLENGE OF OUR EVER-CHANGING WORLD**

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.

DUTIES OF EMPLOYEES

Library Technicians

These individuals work in one location 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 in one location with multiple staff and students. These positions require software knowledge, and the ability to troubleshoot computer problems. These individuals should have knowledge of both DOS and Windows. 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 (cable in correct locations). They should be able to load software, format disks, erase files and have the ability to back up computers or the willingness to be trained in these areas. 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.

Recommended Skills for: Education Program Technicians:

Skills	Instructional Techs. Library Techs.	Specials Skills Student Assistant
Computer Operations Knowledge	Required	N/A
Knowledge of AV Equipment	Position Specific	N/A
Internet Knowledge	Required	N/A
E – mail Knowledge	Required	N/A
Basic Software Knowledge	Required	N/A
Instructional Skills	Required	Required
Basic Writing & Grammar Skills	Required	N/A
Basic Communications Skills	Required	Required
Ability to work with large groups of students	Required	Required
Basic Telephone Skills	Required	Recommended
Lifting	Minimal	N/A
Inventory Control	Required	N/A
Basic Equipment Maintenance/Troubleshooting	Required	N/A
Professional Courtesy	Required	Required
Basic First Aid	Required – District providing Training	Required – District providing Training

EMPLOYEE CONDUCT

Courtesy

Employees are expected to be courteous toward students, staff and community members. Each employee contributes in a favorable or unfavorable way to our public relations.

Student Discipline

Employees should report all incidents to the building principal and complete the appropriate form in a timely manner.

Personal Responsibility

1. Behavior should be of professional quality, respectful of students, staff, fellow workers and supervisors
2. Follow correct safety and sanitary procedures.

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 the supervisors and designated person for a sub.

ACCIDENTS AND INJURIES

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Orchard View Schools
Corporal Punishment

STUDENT
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In accordance with State law, corporal punishment shall not be permitted. If any employee threatens to inflict, inflicts, or causes to inflict unnecessary, unreasonable, irrational, or inappropriate force upon a student, she/he may be subject to discipline by the this Board and possibly criminal assault charges as well. This prohibition applies as well to volunteers and those with whom the district contracts for services.

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M.C.L.A. 380.1312

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Date Submitted _____

Name _____
(Last) (First) (I)

Date Injury Occurred _____

Time Injury Occurred _____

Place Injury Occurred _____

Witness (if any) _____

Please document an account of what happened and the injury that resulted.

Signature _____

**THIS FORM MUST BE TURNED IN TO THE CENTRAL OFFICE
IMMEDIATELY FOLLOWING THE INJURY.**

Appointment with Hackley Occupational Clinic at _____ on _____.
Time Date

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BOARD POLICY

ORCHARD VIEW SCHOOLS
DRUG – FREE WORKPLACE POLICY

SUPPORT STAFF
4122.01/page 1 of 1

Revised Policy 2/96

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P.L. 101 – 126

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