Master Agreement

Between the

Maple Valley Educational Support Personnel Association ECEA/MEA/NEA

And the

Maple Valley Schools

July 1, 2026 – June 30, 2029

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AGREEMENT

This Agreement is made this __ day of _____, 2026 by and between the Maple Valley Schools, of Vermontville, Michigan, hereinafter referred to as "MVS" and the Maple Valley Educational Support Personnel Association, MEA/NEA, hereinafter referred to as "MVESPA."

PURPOSE AND INTENT

The general purpose of the Agreement is to set forth the wages, hours, and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of MVS and MVESPA.

The parties recognize that the interest of the community depends upon the parties' success in establishing a proper service to the community.

ARTICLE 1 – RECOGNITION

A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, MVS does hereby recognize MVESPA as the exclusive representative for the purpose of collective bargaining as defined in Section II of P.A. 379 of 1965 for the term of this Agreement of all employees of MVS included the job categories in the bargaining units described below:
   1. Administrative Assistant
   2. Paraprofessional
   3. Transportation
   4. PBIS Coordinator/Supervisor

   Excluding:

   1. All administrative and supervisory personnel
   2. Systems Accountant and Payroll and Benefits Coordinator
   3. Administrative Assistant to the Superintendent
   4. Substitutes
   5. All Professional Staff employed by MVS

B. MVS agrees not to negotiate with any employee organizations as defined in paragraph A other than MVESPA for the duration of this Agreement.

C. The term "employee," when used hereafter in this Agreement, shall refer to all members of the above defined bargaining unit.

D. MVS and MVESPA recognize various job categories of employees. Bargaining unit work shall be performed only by employees in one of these job categories:

   1. Full time: An employee who is scheduled to work 40 hours a week or more for 49 or more weeks.

2. Regular part-time: An employee who is employed basically for the period of time that students are scheduled to be in session plus possibly a short period of time prior to the opening of the school year for students and after the closing of the school year for students.

3. Temporary employees when used hereafter in this agreement shall refer to employees hired for a specific short term project. After working 90 calendar days in the same assignment, a temporary employee shall be considered a member of the bargaining unit. However, the position will be posted and the temporary employee may end up in a different position.

    a. Whenever an employee is hired on a temporary basis MVESPA will be notified in writing.

    b. MVS shall notify the MVESPA President in writing that a temporary employee is considered a member of the bargaining unit within five working days of the completion of 90 calendar days in the same position.

4. Substitute employees when used hereafter in this agreement, shall refer to employees who are excluded from the bargaining unit and are hired to fill a vacancy in a bargaining unit position currently assigned to a bargaining unit employee not working in that position for whatever reason.

E. All employees shall be probationary for the first 90 calendar days of employment.

ARTICLE 2 – UNION AND EMPLOYEE RIGHTS

A. Pursuant to the Michigan Public Employment Act, MVS hereby agrees that every employee of MVS covered in this Agreement shall have the right to freely organize, join and support MVESPA for the purpose of collective bargaining or negotiations. As a duly-elected body exercising governmental power under color of law of the State of Michigan, MVS undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan or the United States; that it will not discriminate against any employees with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in MVESPA.

B. MVESPA and its representatives shall have the right to use school buildings at all reasonable hours for meetings, upon notification of the Superintendent, or his/her designated representative.

C. The authorized representatives of MVESPA and their respective affiliates shall be permitted to transact official Union business on school property at a time outside of work hours. Any organized transaction of MVESPA business during regular hours must be with the approval of the building principal or Superintendent providing that this business shall not interfere with or interrupt normal school operations.

D. The authorized representatives of MVESPA shall have the right to use school facilities and equipment, including computers, e-mail, district server, mailboxes, other duplicating equipment, calculating machines, and audio-visual equipment at reasonable times, when such equipment is not otherwise in

use, upon notification of the Superintendent or his/her designated representatives. MVESPA shall pay for any materials plus any damage to equipment.

E. The authorized representatives of MVESPA shall have the right to post notices of activities on bulletin boards, at least one of which shall be provided in each school building. MVESPA may use the school internal mail service and boxes for communication to members.

F. MVS agrees to make available to the authorized representatives of MVESPA, in response to reasonable request, all matters of public information concerning the financial resources of the District, and any other information as will assist the authorized representatives of MVESPA in developing intelligent, accurate, informed and constructive proposals for negotiations, together with information which may be necessary for the authorized representatives of MVESPA to process any grievances or complaint.

G. The authorized representatives of MVESPA shall be given an opportunity to review proposed Board policy affecting employees and present statements regarding the policy to the Board prior to a final vote on said policy.

H. Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to employment.

I. The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, sex, age, disability or marital status. Membership in MVESPA shall not be denied to any employee because of the race, creed, sex, marital status, disability or national origin.

J. The authorized representatives of MVESPA may appear on the printed agenda of a Board meeting for the purpose of addressing the Board by filing a written statement of such intention and appropriate informational materials with the President of the Board or the Superintendent of Schools not later than eight days prior to the date of the meeting.

K. Members of MVESPA elected to attend a function of the State Association such as conventions or educational conferences shall be allowed time off with pay to attend such conferences and/or conventions; provided, MVESPA shall reimburse MVS for a substitute, if used.

No more than one authorized representative of MVESPA from each category will be allowed to attend such conventions or conferences at any one time. Notice shall be given to the building administrator and Superintendent at least ten working days in advance of the convention or conference. Such notice shall include confirmation, such as the conference flyer or printed agenda, including dates, times, and location of the convention and/or conference and shall be presented before authorization is granted.

L. Members of MVESPA will be allowed to attend legitimate membership meetings held during their regular work schedule under the following conditions:

1. The missed time is made up within the same pay period.

2. The employee needs prior approval from the building administrator to attend meetings during regular working hours.

ARTICLE 3 – PAYROLL DEDUCTION

A. MVS shall make payroll deduction upon written authorization from employees for deductions for jointly approved programs such as credit union and annuities. In order to add a new annuity company, it must be an approved vendor under current IRS rules.

B. MVS will use its best efforts to make the aforesaid deductions in the manner set forth, but assumes no responsibility for any errors in making such deductions, other than to correct such errors.

C. All new employees will be required to use the Maple Valley Schools' direct deposit system with their financial institution(s) MVS may require that all present employees use direct deposit in compliance with Michigan Law.

ARTICLE 4 – GRIEVANCE PROCEDURE

A. A grievance shall be a claim by an employee that there has been a violation, misinterpretation or misapplication of any provision of this Agreement and/or written personnel policies directly applicable to wages, hours, or conditions of employment adopted by MVS and may be processed as a grievance as hereinafter provided.

1. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.

    a. The termination of services of or failure to re-employ any probationary employee.

    b. Any subjective matter involving employee evaluation.

B. The primary purpose of the grievance procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties.

C. A grievance may be withdrawn at any level without prejudice or record.

D. The term "days" as used herein shall mean days when school is in session or regular scheduled workdays, excluding holidays.

E. A written grievance shall contain the following:

1. It shall be signed by the grievant or grievants, or, if it affects the entire Union, MVESPA representative shall sign.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the sections or subsections of the Agreement alleged to have been violated.
5. It shall contain the date of the alleged violation.

6. It shall specify the relief requested.

F. In the event that an employee believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her supervisor, either personally or accompanied by his/her Union representative. This shall be done within five days of when the employee has knowledge of the said violation or occurrence. During vacation periods, two days shall be added.

G. After the meeting with the supervisor, the grievance shall be filed with the supervisor within five days.

H. Within five working days of receipt of the grievance, the supervisor shall meet with MVESPA in an effort to resolve the grievance. The supervisor shall indicate his/her disposition of the grievance in writing within five working days of such meeting, and shall furnish a copy thereof to MVESPA.

I. If MVESPA is not satisfied with the disposition of the grievance or if no answer is given by the Supervisor, the grievance shall be transmitted to the Superintendent within ten working days of the meeting. Within five working days of the receipt of the grievance, the Superintendent or designee shall meet with MVESPA on the grievance and shall indicate the disposition of the grievance in writing within five working days of such meeting and shall furnish a copy thereof to MVESPA.

J. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration within ten days of the meeting with the Superintendent (or designee) or within ten days of the last date such meeting should have been held, the party choosing to arbitrate must give written notice to the other party. Following this written notice, the parties will meet within ten days to mutually select an arbitrator.

   If the parties are unable to mutually select an arbitrator, the party choosing arbitration shall file within ten days of the attempt to select and no more than 20 days after notice of intent is sent, a "Demand for Arbitration" form with the regional office of the American Arbitration Association. Thereafter, selection of an arbitrator shall be in accordance with MVESPA's rules and procedures.

   Upon selection, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.

K. Miscellaneous:

   1. Neither MVS nor MVESPA shall be permitted to assert, in such arbitration proceedings, any grounds or to rely on any evidence not previously disclosed to the other party.

   2. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement.

   3. The decision of the arbitrator shall be final and binding upon the parties' subject to the right of either party to judicial review.

   4. Should MVS challenge the arbitrability of a grievance, the arbitrator shall be asked to rule first on the arbitrability of the grievance.

5. The arbitrator shall interpret state and federal law only to the extent that he/she finds they affect the grievance on which s/he has been asked to rule. He/she shall cause to be changed only those rules and policies or actions of MVS which he/she finds inconsistent with the negotiated Master Agreement.

6. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Union representative or representatives are to be at their assigned duty stations.

7. Where no wage loss has been caused by the action of MVS complained of, MVS shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

8. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

9. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall assume its own cost for representation and witnesses.

L. MVESPA representatives, during their working hours, shall suffer no loss of time or pay during a mutually agreed conference between MVESPA members and a supervisor.

ARTICLE 5 – EMPLOYEE ASSESSMENT AND PROTECTION

A. MVS through the immediate supervisor or his/her designee is responsible for the assessment of the performance of each employee represented by MVESPA. Probationary employees shall be evaluated within the 90 calendar day probationary period to discuss that individual's professional strengths and weaknesses and evaluate where that individual may be best suited to work within their classification. An evaluation system shall be relied upon for such purpose which incorporates supervisor scores and comments as well as input from the employee. A second evaluation shall be made within one year after the employee has completed his/her probationary period which utilizes this same evaluation system. Further evaluations shall be made on a yearly basis. When an employee has transferred and/or is promoted to a different job within his/her present classification, that employee will not be formally evaluated for at least thirty working days.

1. The evaluation system will be developed and mutually agreed upon by MVESPA and MVS. See Appendix F – Transportation, Appendix G – All other support staff.

2. The immediate supervisor or his/her designee shall meet with the employee to discuss the criteria for evaluation.

3. The immediate supervisor or his/her designee shall be designated as the evaluator of the employee.

4. All comments on the assessment form shall be specific. The immediate supervisor or his/her designee shall meet with the employee and provide the employee with written and oral assessment of performance.

5. Assessments shall be based on job performance from formal observations or other factual information obtained by the district and shared with the employee and may include day-to-day observations by the immediate supervisor. Assessment criteria shall be primarily derived from job descriptions.

6. Three copies of the written assessment shall be submitted to the employee, two to be signed and returned to the immediate supervisor or his/her designee and the other to be retained by the employee.

7. Assessments, written reprimands or complaints shall not be placed in an employee's personnel file without his/her knowledge. Should an employee disagree with the contents of the item being placed in this file, s/ he may, within ten work days, have his/her written objections attached to the item.

8. It shall be the administrator or supervisor's responsibility to provide the employee with notice of any deficiencies noted in his or her performance, and make recommendations or suggestions as to how the employee's performance may be corrected. The administrator or supervisor shall note previously mentioned deficiencies which have not been satisfactorily corrected.

9. Bargaining unit members shall not be designated to formally evaluate other members of the bargaining unit.

B. Employee assessment/evaluation is not to be used as a disciplinary tool.

ARTICLE 6 – PROGRESSIVE DISCIPLINE

A. No employee shall be disciplined including warnings, reprimands, suspensions, and reductions in rank or occupational advantage, discharges or other actions of a disciplinary nature without good and sufficient reasons. MVS agrees that when disciplinary action is warranted against an employee, that it will use disciplinary measures which are progressive and appropriate subject to section E below.

B. An employee shall be entitled to have present a representative of MVESPA during any meeting which leads or may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of MVESPA is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by MVS of the right to representation under this provision of the Agreement.

C. An employee will have the right to review the contents of all records of his/her personnel file, except initial references, confidential information, and letters of recommendation. A Union representative may accompany him or her in such review.

D. Complaints against an employee shall be brought to the attention of the employee within a reasonable period of time following MVS receiving and investigating them. Upon request the employee has the right to have a union representative present at the meeting at which the complaints are discussed with the employee. The employee may respond verbally or in writing to the complaint.

E. The immediate supervisor is to use the following procedure as related to disciplinary action:

1. Verbal Warning: The immediate supervisor informs the employee that this is a verbal warning regarding a particular incident. Written record of verbal reprimands will be kept and placed in the employee's personnel file.

2. Written Reprimand: If the situation is not corrected through the verbal warning process, the immediate supervisor shall provide the employee a written warning within five working days.

3. Suspension: If the situation is not corrected through the verbal warning and written warning, the immediate supervisor has the authority to grant a three (3) day suspension without pay. The suspension may be longer if mutually agreed between MVESPA and MVS.

4. Termination: If the situation is not corrected through steps 1-3, the matter will be referred to the Board of Education for consideration of termination with written documentation of incident in personnel file.

   In cases of severe instances of misconduct, action could be taken by the immediate supervisor to suspend the employee without compensation. Such action would not have to proceed through the steps listed 1through 3. MVS may commence discipline at any of the above steps depending on the severity of the offense and/or the employee's previous discipline record.

5. In the Event a non-probationary bargaining unit member is not continued in employment, MVS will advise the bargaining unit member of the specific reasons thereof, in writing, and provide a copy to MVESPA.

F. Parallel to the progressive discipline above, a professional improvement plan (PIP) may be developed to guide the employee's required improvement. Failure to meet the guidelines within the PIP may result in additional discipline up to and including termination.

ARTICLE 7 – WORKING CONDITIONS

A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well- being.

B. In the absence of a building supervisor (Principal) or designee, employees shall not be held accountable or made responsible for the administration or supervision of the building.

C. Unless otherwise specified in this Agreement, MVS shall provide the tools and equipment necessary to do assigned work. Mechanics are to furnish their own set of tools which will be used in connection

with tools also supplied by MVS. MVS shall provide insurance on tools of employees required for their employment. It is the responsibility of the employee to properly use and care for tools and equipment owned by the district.

D. Use of physical force is governed by the Michigan law regulating the use of corporal punishment by school employees.

E. No employee shall be required to dispense or administer any medication without adequate training. Employees shall follow Board policy during issuance of medication. Adequate training is defined as annual training, provided by a recognized class or registered nurse, focusing on relevant state and federal laws, provided to 3 individuals within each building.

F. MVS shall provide without cost to the employee the following:

1. Maximum of $200.00 per year for mechanic's uniforms to be provided by Board.
2. District themed outerwear to all Bus Drivers once every 3 years.
3. Approved safety equipment including, but not limited to, goggles, shields, barriers, hard-hats, and auditory protection devices, and will equip all new busses with two-way radios.
4. Reimbursement to bus drivers for required training, testing, physical examinations, new or renewal of a license.
5. Anytime MVS requires an employee to visit a physician, the cost not covered by insurance will be reimbursed by MVS.

G. For purposes of this Agreement, the term "immediate supervisor" shall be based on the employee's job category:

Job Category	**Immediate Supervisor**
Administrative Assistants	Building Administrator
Paraprofessional/Office Asst.	Building Administrator or designee
Transportation	Director of Operations/Assistant Administrator
PBIS Coordinator/Supervisor	Building Administrator

ARTICLE 8 – WORK YEAR, WORK WEEK, WORKDAY

Following are the hours for bargaining unit members. These provisions may be altered by mutual agreement of the parties during the term of this agreement.

A. The normal work year for school term employees shall be the school year meeting all state requirements for student attendance. Some employees work additional days, and some work on a twelve (12) month basis.

B. The normal work week for all employees is Monday through Friday.

C. MVS shall have the right to adjust starting and ending times for any job category, and/or classification within stated above by up to one hour earlier or later. MVS shall have the right to make such an adjustment with written notice to MVESPA and affected employees at least two weeks prior to the first scheduled work day for teachers for the given school year. Additionally, such a change may be made during the school year with notice to MVESPA and affected employees at least two weeks prior to the date of change. The normal workday for the following job categories is as follows:

Paraprofessionals:

Normal hours for most employees who are employed on a seven hour workday shall be scheduled between 7:00a.m. and 4:00p.m. There will also be paraprofessionals working on a part-time basis. Paraprofessionals may be scheduled to work their normal number of hours when students have half days or on other teacher work days when students are not present. This will also allow paraprofessionals to be included in building and instructional staff planning, professional development, preparation and record keeping.

Transportation/Mechanic:

Between 6:00 a.m. and 5:00 p.m. normally comprising 8 hours per day. Summer hours to be 8 hours with the time to be mutually established and agreed upon.

Administrative Assistants:

Between 7:00 a.m. and 4:30 p.m. normally comprising a maximum of 8 hours per day.

Communication Specialist:

40 hours of work per week on a flex basis to allow for evening events year round.

PBIS Coordinator:

Between 7:00 a.m. and 4:30 p.m. normally comprising a maximum of 7 hours per day during the academic school year. Professional development days required if noted on the annual Professional Development Calendar.

D. All employees shall be guaranteed a minimum of a 30-minute duty free unpaid lunch period. All employees will be entitled to a minimum of two twelve minute paid relief times to be mutually scheduled except that an employee working less than the normal workday may receive one twelve-minute relief time. It is understood that an individual employee and their supervisor may mutually agree to vary lunch and relief times to meet individual needs. Lunch and relief times, due to the nature of the work, shall not apply to bus drivers.

E. Overtime in a given classification will be covered by the use of "Building Overtime Chart," and a "District Overtime Chart," and will be offered to each employee in that classification in rotation under the following guidelines. Overtime (except emergency overtime) that is refused by an employee will be charged on the Overtime Charts for the purpose of balancing the overtime. "Emergency Overtime"

shall be defined as work of which MVS has little or no foreknowledge that must be completed within 24 hours or less. By mutual agreement employees may exchange positions on the overtime chart. While MVS will normally comply with the procedure described in this provision, MVS may extend an employee's workday for the purpose of completing a task or set of tasks for the purposes of efficiency of the operation and completion of the tasks in lieu of the above procedure.

1. Employees who do not wish to be offered overtime shall request in writing to have their names removed from the Overtime Charts for their classifications. Each request shall be valid from the date it is received by the Supervisor until September 1st of the following school year. An employee may request in writing to be placed back on the Overtime Charts. At that time the employee shall be placed on the Overtime Charts in the last rotation position.

2. Except when an employee's workday is extended for the purposes of completing a task or set of tasks for the purpose of operational efficiency, or in the event of an emergency as defined above, overtime shall first be offered to employees in rotation according to the district seniority list. If no employee or not enough employees accept the assignment, MVS may, at its discretion, offer the overtime to employees from other buildings in rotation according to the District Seniority List for that classification.

3. In the event all employees turn down an offer to work overtime, MVS may require the employee with the least seniority to work the overtime. If additional employees are necessary, MVS shall require the employee with the next least seniority and so on until the requisite numbers of employees are assigned to work.

4. Overtime that requires special qualifications shall be awarded in rotation to employees in the classification who possess those special qualifications.

F. Employees shall be granted a five-minute period prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal clean up.

G. Full-time employees as shown in Article I-Recognition, paragraph D-1 will be expected to report to work on inclement weather Days. Other bargaining unit employees who are not required to work on an inclement weather day but were scheduled to work a day on which school is closed, will receive payment at their regular rate they would have otherwise earned for days forgiven by the State during the year. Days 7-9 shall be paid, once approved by the state of Michigan. For inclement weather days beyond six, employees will not be allowed to utilize personal leave days,-compensation on those days will be made up on extra days at the end of the year. Employees not able to make up days at the end of the year (ie. CTE Driver) will be allowed to use PTO to make up days missed due to inclement weather.

H. Professional Development may be required, depending upon the importance of the training to the job role. Required staff will be noted on the annual professional development calendar. Professional

development not included on the original calendar shall be optional. Should a scheduled PD event be cancelled within less than 3 weeks, the scheduled staff shall be paid for the scheduled PD hours.

ARTICLE 9 – VACANCIES, TRANSFERS, AND PROMOTIONS

A. Any vacancy that MVS intends to fill will be posted within 30 working days. A vacancy shall be defined as a newly created position or a position vacant because of the resignation, retirement, transfer, termination or death of the person assigned to said bargaining unit position.

   1. Instead of multiple postings in the same job category and with the approval of both parties, the use of bidding procedures is to be used to effectively fill multiple positions instead of a lengthy posting process and for employees to maintain their prior status.

   2. The bidding process shall follow the guidelines of Article 9-C noted below in filling vacancies. In addition, employees affected should attend the bidding meeting and have an opportunity to bid on vacancies when presented or submit in writing their intentions.

   3. When existing bus runs become open or new runs are created, the time schedule shall be included in the posting.

B. All vacancies shall be posted in the employee lounge in each building of the District for a period of six working days. MVS shall publicize same by giving written notice of such vacancy to MVESPA President.

C. Interested employees may apply in writing to the Superintendent, or designee, within the six day posting period. Vacancy notices shall be emailed to all staff within one business day of the posted position. C.Filling a vacancy shall be based on the best qualified candidate, on the posted job requirements. All things being equal seniority will prevail.

D. After the posting period, the Superintendent shall make known his or her decision. Each applicant shall be so notified in writing with a copy provided to MVESPA President.

E. In the event of a transfer from one job category to another, the employee shall be given a fifteen work day trial in which to show his/her ability to perform on the new job. This period may be extended an additional fifteen days by mutual agreement between MVS and the employee. MVS shall give the transferred employee reasonable assistance to enable him/ her to perform up to employer standards on the job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment.

F. Employees shall not be placed on a lower step on the salary schedule (wage scale) due to involuntary transfers within job category.

G. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible.

H. Any employee asked by a supervisor to temporarily assume the duties of another employee in a different classification for at least half (1/2) day, will be paid the regular rate for those duties. An employee's pay rate shall not be reduced as the result of any temporary change in duties.

I. Bus Driver Positions

1. New bus runs may be created at the discretion of MVS, based on the needs of the department. Whenever possible, new bus runs will be added to existing bus driver positions. If the addition of bus runs to an existing position results in an increase of 30 minutes per day to the position, the position shall be re-bid.

2. The Director of Operations will provide an estimate of each position's length at the time of creating new positions or filling vacancies, as defined in this article. Once in a new or recently filled position, drivers must notify the Operations Director if they believe there is a discrepancy in the length of the position under normal conditions from the estimate provided by the Director of Operations.

   The Director of Operations may adjust a position length after reviewing the estimated position time. The Director will notify the bus driver and MVESPA President of any change. Any changes of thirty minutes or more to the length of a position will result in the re-bidding of the positions.

3. Bus driver positions will not be bid every year. The process of bidding runs will take place every four years. A bid meeting will be held no later than August 14 of each bid year, and transition of new drivers will begin as soon as possible, to be completed by the beginning of the school year. Bus drivers will be allowed to change positions only as the result of a bid meeting held due to vacancy as outlined in this agreement.

4. When all bids come up for bid (once every four years, as noted above), the Director of Operations will create bus driver positions. For the purpose of creating bus driver positions under this provision, the following parameters will be used:

   a. Each position will consist of a package of runs determined by the Director of Operations. Drivers will bid for packages by seniority.

   b. Each position will state the estimated number of normal daily work hours for that position (5 hour position, etc.).

   c. Each position will include 15 minutes for pre-trip duties for each run and 10 minutes for post-trip duties for each run.

5. The Director of Operations may make changes to bus driver positions which may include increasing or decreasing run times. Any changes that results in an overall increase or decrease in the normal daily work hours of a bus driver position by thirty minutes or more over the duration of the four-year assignment, based on the original bid pick, will result in the re-bidding of the entire position.

ARTICLE 10 – SENIORITY

A. Districtwide Seniority shall be defined as the length of continuous service within the school district as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. In the event that more than one individual employee having the same starting date of work, position on the seniority list shall be determined by the individual having the lowest social security number. Seniority list will be maintained by job category. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

B. All employees shall accrue seniority as if full-time employees (a year is a year not pro-rated).

C. All employees shall hold dual seniority dates. Districtwide seniority shall reflect his/her most recent date of hire by MVS. The second is classification seniority which reflects his/her most recent date of district employment in the job category in which he/she is employed. For purposes of this provision, all employees shall be placed in one of the following job category based on their current assignments. Employees shall hold seniority, if working in more than one job category each day, for both job categories:

1. Administrative Assistants
2. Paraprofessional (Instructional, Library, Personal Care, Health Care, General, Detention Monitor)
3. Transportation (Mechanics, Drivers)
4. PBIS Coordinator/Supervisor

D. MVS shall prepare, maintain and post the seniority list by October 15th of each year. The seniority list shall reflect the seniority status of all bargaining unit members through September 30th. A copy of the seniority list and subsequent revisions shall be furnished to MVESPA President. MVESPA shall respond within 15 workdays after receiving a copy with any objections and/or corrections to the list. If no objections or corrections are presented, MVS shall rely upon the seniority list as printed and shall not be required to make any adjustments, retroactive or otherwise, thereafter.

E. State and Federal programs and statutes shall be observed where applicable for specially funded programs. Except where prohibited, all employees shall receive seniority rights as provided in this Agreement.

F. Seniority shall be lost by an employee upon termination, resignation or retirement.

G. Seniority during unpaid leave accrues pursuant to the terms of Article 14.

ARTICLE 11 – REDUCTION IN PERSONNEL, LAYOFF, RECALL

A. Layoff shall be defined as a reduction in the work force due to shortage of funds or enrollment decline or other reasons as determined by MVS.

B. Prior to any layoff notice, representatives of MVESPA and MVS shall discuss pending layoffs. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least 30 days prior to the effective date of the layoff.

C. Layoffs shall be based on classification seniority, qualifications and merit. MVS will notify affected employees of their impending layoff by notice at least 30 calendar days in advance. Qualifications is defined as the necessary experience and training necessary for the open position. Merit will be determined by employee evaluations and written materials in an employee's personnel file. If all other factors are equal (classification seniority, merit and qualifications) then district seniority will be the determining factor.

D. A laid-off employee shall, upon application and at their option, be granted priority status on the substitute list within their job classification according to seniority. Laid off employees may continue their insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to MVS in compliance with the rules of the insurance carrier.

E. Laid-off employees shall be recalled in reverse order of layoff within their job classification to any position in accordance with paragraph C above. Any employee who has served more than 60 working days in a classification shall be deemed qualified for a position in that classification.

F. District employees who were laid off as a result of an MVS decision to enter into private contractual services for certain job classifications retain recall rights for four calendar years following the effective date of their layoff. All other employees retain recall rights for two calendar years following the effective date of their layoff.

G. Laid-off employees have the right to reject a recall offer if that offer does not include a return to the employee's prior position, including classification and daily hours worked. Employees who reject a recall offer shall remain on the recall list pursuant to Section (F), above. Employees who elect to accept an offer of recall to a position that does not include a return to the employee's prior position, including classification and daily hours worked, remain on the recall list and maintain their prior priority on that list.

H. Any offer of recall which includes a return to the employee's prior position, including classification and daily hours worked, which is rejected by an employee shall result in the immediate termination of that employee's recall rights.

I. Notices of recall shall be sent by certified or registered mail to the last known address as shown on MVS records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep MVS notified as to his/her current mailing address. A recalled employee shall be given at least five calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. MVS may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five-day period.

J. In the event of a reduction in the comparable work hours of one half (0.5) hour per day or 2.5 hours per week in a classification/ job category, an employee may claim seniority over the less senior employee in that classification/ job category for maintaining his/her normal work schedule, provided he/she has greater seniority than the employee he/she seeks to replace and his qualified. In no case shall a reduction of any employee's work hours take effect until MVS gives ten work days' written notice to the affected employee(s).

K. Classifications in this unit include mechanics, bus drivers, paraprofessionals, and administrative assistants.

ARTICLE 12 – WORK DUTIES AND COMPENSATION

A. The basic compensation of each employee shall be as set forth in Schedule A. When transferring from one (1) classification (hired as per Article 9, Vacancies, Transfers and Promotions) to another, the employee will retain their level (2, 3, 10 yrs., etc.) on the new pay scale. Years of seniority in the district will coincide with the years on the pay scale except for new employees granted additional years of experience by the Superintendent as per Schedule A of this Agreement or as otherwise agreed by the parties.

B. The following shall apply to all overtime work.

1. Non-exempt staff who work in excess of forty (40) hours in a work week shall be paid at one and a half (1.5) times their hourly rate of pay. Employees who use paid or unpaid leave (Sick-ESTA, PTO or Holiday) during a work week shall not count that leave hours towards calculating overtime compensation. An employee will need to work an actual forty (40) hours.

2. All employees will be paid overtime at time and one-half, for all work over forty (40) hours per week, when approved by the immediate supervisor.

3.. Time and one half will be paid for all hours worked on Saturday, Sunday and holidays. Such overtime must be approved in advance by the immediate supervisor.

4.. Paid leave shall count toward hours worked when computing regular hours.

C. Compensation for specialized duties. When paraprofessional staff are required by administration to fulfill specialized duties on an ad hoc basis. They shall be compensated at their years of service and rate of pay for that roll. This rate shall be assigned in hourly increments.

D. Job descriptions shall be cited in this Agreement.

E. Work Duties and Compensation:

<u>Mechanics</u>

1. up to three years' previous mechanic experience granted
2. $.25/ hour additional for mechanic's license, or

3. $.50/ hour additional for master mechanic license

Bus Drivers

1. Drivers shall be compensated for extra time worked outside of the normal daily schedule. Such extra time includes, but is not limited to, parent calls and conferences, weather or road conditions or delays, bus breakdowns, training, mandatory meetings, and bus fueling. Drivers shall indicate on their time sheets when such work was performed.
2. Reimbursement will be made to drivers who attend 8 or more hours of bus drivers' school or the number of hours as set by the state department.
3. Overtime rate (time and half) for hours over 40 hours each week. Receive 50 percent of missed regular driving rate plus athletic/extracurricular trip rate, when it's impossible to drive the regular route.
4. The school district will pay for required DOT school bus driver physicals. They must be performed by the School District designated approved agency.
5. Special arrangements and salary agreement may be made between the Driver involved, transportation supervisory personnel, and the Superintendent of Schools, involving any special trips which could not be covered by the general contract. An example of this could be a trip where the bus remains at the destination for a period of time greater than one day. Also, this could include a situation where the Driver takes the students to a destination outside the school district and returns immediately to the Maple Valley District and returns at another time later in the same day to pick up the students.
6. CTE routes sometimes vary during the school year which results in an adjustment in amount paid for said routes. Said adjustment is based on driver's rate and hours. The number of days per week may also vary during the school year. Notice of any change in hours will be given to the driver in writing within 48 hours of any determination of a needed change and will take effect 7 days after such notice. In no case shall a trip rate change unless there is an increase or decrease of one-half hour or more for that trip. Drivers who agree to substitute for a CTE route shall receive their regular bus driver staff hourly rate plus an additional $.50.
7. Bus Drivers on field or sports trips will be provided a meal allowance of $10.00 per meal. Two meals will be allowed for trips that extend beyond 7 hours.
8. Regular drivers will be assigned as substitute drivers for summer school routes and vocational routes.
9. Each of the above routes will have a separate substitute. These shall be called, "first subs." Classification Seniority (high seniority first) shall be the basis for determining the assignment of first subs.
10. If the regular driver and the first sub are both absent, then the most senior driver within the classification who is available and qualified shall be called upon as second sub.
11. Qualified, shall mean the driver has been familiarized with the route (usually by riding on the route).

12. Available, shall mean the driver is on duty that day but not in the role of first sub on any route.
13. It is the responsibility of the substitute driver to become knowledgeable of the route involved.
14. In lieu of #2, above, the Director of Operations may drive if the first sub is not available to drive the route.

E. Bus Driver Work Duties

1. Definition of trip: A trip is a run (1 bid). Runs are as follows:

   a. Regular Elementary (AM, PM)

   b. CTE

2. Run Selection:

   a. At the ratification of this contract, all regular drivers will participate in the bidding process as outlined in Article 9(I) of this agreement. After the bid process is complete and drivers are assigned runs, they may bid on positions as a result of vacancy (as defined), reduction or addition of a run or runs as allowed in this agreement.

   b. If a vacancy is a combination of types of runs, the runs can be bid on separately or together.

   c. Use Bidding process (as defined in Article 9, Vacancies, Transfers and Promotions).

3. On selected runs, MVS may assign a paraprofessional to assist with students.

F. Extra Trip Assignments:

1. Extra trips shall be assigned on a seniority (as defined in Article 10, Seniority) based rotation. The rotation list shall start from the top of the seniority list at the start of each school year. Only those drivers who have a regular driving assignment which was acquired either through the bid process or as a new hire shall be assigned to extra trips; except in an emergency. Regular routes will always take precedence over extra trips.

2. Bus drivers may mutually agree to swap assigned extra trips. In the case of a swap, both drivers must notify the supervisor of their agreement in writing. There will be no multi-switching of trip assignments.

3. With more than 24 hours' notice of a trip, every effort will be made to contact the appropriate driver. With less than 24 hours' notice of a trip, one attempt to call the driver is sufficient.

4. The driver selected to fill an extra trip assignment will be the driver at the top of the list at the time the assignment is received (trips will be logged). Once a driver has taken or refused (with one exception to be stated later) an assignment they move to the bottom of the rotation list.

5. If a driver is given less than 24 hours' notice for an extra trip they have one opportunity to refuse an assignment without losing their position on the rotation list. MVS shall go down the rotation list until the extra trip has been assigned. If there are no volunteers, MVS reserves the right to determine and assign the most appropriate employee to the trip.

6. The notice of extra trips and the opportunity to fill these trips should be done as early as appropriate.

7. Any regular route bus driver who fails to properly follow all protocals for driving will forfeit 1 extra trip in the rotation for every occurrence. Exceptions will be made for drivers with back to back routes.

Summer driving shall operate as follows:

1. Driving to a program which runs for more than one day in succession shall be assigned by bid.

2. Day trips shall be assigned the same as the extra trip.

G. Personal Care Paraprofessional (PCP)

1. Provision will be made to have trained persons available to substitute when a Personal Care Paraprofessional is absent. General Paraprofessional may elect to be designated as substitutes for Personal Care Paraprofessional, from a list developed by MVESPA from each building. Whenever a General Paraprofessional subs in this manner, he/she shall be compensated at the rate for the position in which he/she is subbing.

2. Personal Care Paraprofessional shall not be required to exceed the following guidelines in lifting:

   a. One PCP - 0 to 30 pounds

   b. Two PCP's together - 31 to 60 pounds or one PCP and a lift when possible and safe.

   c. A lift will be provided for lifting students weighing in excess of 60 pounds, if requested by a paraprofessional and is in the best interest of the student.

3. Training will be provided to Personal Care Paraprofessionals to enable them to work with special students within their assignment.

H. Health Care Paraprofessionals (HCP)

1. Health Care Paraprofessionals shall receive adequate training to correctly perform needed care for the student(s) assigned to them prior to assuming said duties.

2. Adequate protective apparel, including but not limited to, aprons and latex gloves shall be supplied as needed. Additionally, all needed supplies shall be readily available.

3. If any immunizations, special medical tests or exams are required, all costs not covered by an employer-paid insurance program shall be paid by MVS.

4. Adequate and appropriate facilities and equipment shall be provided prior to placement of a student in the educational setting.

5. Health Care Paraprofessionals shall be provided appropriate medical information about the student(s) who are assigned to them.

6. Health Care Paraprofessionals shall not be required to exceed the limits on lifting for Personal Care Paraprofessionals.

7. The phone number of the physician of each child assigned to a Health Care Paraprofessional shall be provided to said aide when appropriate and shall also be maintained on a list in the office of each school to which the child is assigned.

8. Provision will be made to have trained persons available to substitute when a Health Care Paraprofessional is absent. If those substitutes are bargaining unit employees, they shall be paid at the health care aide rate of pay.

9. If the student(s) with which a Health Care Paraprofessional is working will be absent for an extended period of time [two or more weeks], the paraprofessional may be notified that his/her services will not be needed. In such a case, the paraprofessional shall receive at least five work days' notice of being placed on unpaid leave for the duration of the absence of the student(s).

ARTICLE 13 – LEAVE DAYS WITH PAY

A. Vacation Days:

1. Ten vacation days with pay are given to any employee who works full time (as defined in Article 1, Section (D)(1)), and said employee has completed one full year of employment. If the full time employee has not been employed for a complete year, vacation days are pro-rated based upon percentage of the school year employed. Vacation Leave is not retro, but starts on date of full-time hire.

2. After five years of continuous employment in said position or related position within the Maple Valley Schools, said employee shall gain one additional vacation day per year up to 20 years. After 20 years the employee shall receive five weeks paid vacation.

3. Employees shall make requests to use vacation in writing no more than one year in advance. Vacation requests shall be acted upon by the immediate supervisor within ten work days. The number of employees on vacation at the same time may be limited by the immediate supervisor. Requests shall be granted based on the date they were given to the immediate supervisor with the first request received being the first to be granted. If more than one request for specific time

off is received on the same date, any denial(s) shall go first to the least senior employee(s) requesting the vacation time.

4. For purposes of this Article, a work week shall be defined as a five consecutive day period consisting of days actually worked, paid holidays, paid leave days and excluding vacation days, personal days and other days not worked. Vacation days and personal days are measured in hours rather than days. A Day is defined as the length of the employee's regularly scheduled workday.

5. When a holiday is observed by MVS during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

6. If an employee becomes ill and is under the care of a duly licensed physician during their vacation, the vacation may be rescheduled at the employee's request. Said employee shall not lose earned vacation time.

B. Personal Days:

1. Sick Leave/PTO – Full time support staff will be credited with fourteen (14) Sick/PTO days at the beginning of the school year, accumulative to 180 days which shall be available to them in future years. If the Earned Sick Time Act ("ESTA") is in effect, the first 72 hours' schedule of earned sick leave may be used for any recognized ESTA purpose running concurrently with other applicable leaves, with those first 72 hours of leave being subject to the same conditions provided under ESTA. (Effective upon ratification)

2. Part-time support staff will earn a total of twelve (12) Sick/PTO per school year. Three (3) days at their assigned hours per day shall be credited at the beginning of the year. The accrual process will start at the beginning of the school year with every thirty (30) hours worked they will earn one (1) additional Sick/PTO day monthly for nine (9) months, whichever is greater. At the end of the school year, all unused hours will accumulate to the next year, with a limit of 180 days. (Effective in the 27-28 school year)

3. Support staff who resign or leave the district prior to the end of the school year and have exceeded their accrued ESTA hours shall have the sick hours deducted from their final pay. (Effective upon ratification)

4. After 3 consecutive days per ESTA rule, the administrator may request a physician's statement as to the nature of the disability at issue.

5. Employees shall make requests to use personal days by contacting the district by telephone to report the absence a minimum of 1.5 hours prior to their normal starting time. Requests for personal days beyond three consecutive days may require a physician's note unless the request is pre-approved by an administrator. Time off may not be granted due to student coverage needs.

6. Personal days shall accumulate from year to year to a maximum of 185 days.

7. An employee with ten years of service shall receive leave payment of any unused personal days when leaving the district. The rate of payment shall be $32.50 a day for full time employees and $20.00 a day for regular part-time employees. If an employee leaves the district after less than one year of employment payment for unused personal days shall be prorated according to the time worked as compared to a full school year, at the rate of 12 personal days per year for a regular part-time employee and 14 personal days for a full-time employee.

8. In the case of death of an employee with 10 or more years of districtwide seniority, any unused personal days with pay shall be paid in a lump sum to the survivor previously named by the employee

9. Employees with 8-12 years or more of service may exchange up to three (3) days, 13-16 years four (4) days and 17+ five (5) total of paid leave time at their hourly rate of pay with the prior approval of their direct supervisor to receive a lump sum in the final payroll in June. Lump sum request must be made no later than May 1st, but may be made earlier.

C. Funeral Days/Bereavement Days:

1. In addition to the leave days with pay granted in paragraphs A-B above, additional leave days with pay shall also be granted for funeral and/or bereavement events as follows:

   a. Death in the Immediate Family: The employee shall be granted a maximum of up to five consecutive leave days with pay per death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father-in-law and mother-in-law, and grandparents.

   b. Other Funeral Services: The employee may take up to two leave days with pay per year for attendance at a funeral service of a member of their extended family.

D. Holidays:

1. All full-time employees shall have the following days off with pay each year:

Fourth of July	Labor Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve	Christmas Day
New Year's Eve	New Year's Day	Good Friday
Memorial Day	Juneteenth	

2. All regular part-time employees shall receive pay for all holidays during the school year as outlined above. Said employees shall be paid for the Juneteenth, Fourth of July and Labor Day if they are scheduled to work prior to and after the holiday. They shall receive holiday payment for Labor Day if school is scheduled to open prior to Labor Day.

3. When a holiday is observed by MVS while an employee is on an approved leave day with pay, the holiday will not be charged against the employee's accumulated leave days with pay and will be considered as time worked.

E. Compulsory Absences from Work:

There shall be no deduction of salary for legal compulsory absence from work for jury duty or when subpoenaed to attend. The employee shall receive full daily salary with the jury pay being returned to MVS less meal expenses when not provided by the court.

ARTICLE 14 – LEAVE DAYS WITHOUT PAY

A. General Conditions:

1. Leave days without pay of up to one year in duration may be granted upon written request from an employee.

2. Request for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave. Parental/child-care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child, where applicable.

3. An employee returning from a leave of absence shall be reinstated to a comparable position he/she held when the leave began. At least 30 working days prior to the date a leave is scheduled to expire, an employee shall notify MVS of his/her intent to return to work.

B. Short term leave without pay:

1. Up to ten consecutive days without pay during any school year may be granted at the discretion of MVS to a bargaining unit member upon written request submitted at least two weeks in advance to their supervisor, provided that the employee has exhausted any and all accumulated leave days with pay. Duration may be discussed. Emergency situations will be considered, but should not be the rule.

2. If a substitute cannot be secured to fill the bargaining unit member's position on any requested day, the time off may not be granted, unless the seriousness of an emergency demands it.

3. The number of bargaining unit members using short term leave without pay will be limited to not more than two per building. In the case of bus drivers, the limit shall be two drivers per day. Approval will be on a first come, first served basis, except in the case of a serious emergency.

4. Request for leave in excess of ten days must be approved by MVS.

C. Long term leave without pay:

1. Any employee who is absent because of any injury, accident or disease which is compensable under Michigan Worker's Compensation Laws shall, at the request of the employee, receive from MVS only the difference between the disability benefits provided by the Michigan Worker's Compensation law and the regular daily salary which shall be charged to the employee's accumulated sick leave providing such is available. (If no sick leave is available, MVS shall have no liability for payment beyond what worker's compensation provides such payment by MVS shall be pro-rated to the equivalent amount of the employee's accumulated sick leave at the option of the employee.)

2. An employee who, because of illness, accident or disease which is not compensable under Michigan Worker's Compensation Laws, is unable to work (as determined by a doctor which could be assigned by MVS), and who has exhausted all personal leave days available shall, upon application, be granted a leave of absence without pay for the duration of such illness or disability, up to one year. Insurance will be carried in accordance with the rules and regulations of the carrier, with no cost to MVS. Leaves of absence for periods in excess of one year may be granted at MVS discretion but without continuation of benefits. Continuation of insurance benefits shall be for the first year of the unpaid leave only.

3. In the case of a leave request for illness, injury, or caring for a child with a crippling, terminal or serious accident or illness MVS agrees to continue the employee's health insurance coverage for the duration of the approved leave provided the employee has been employed continuously by MVS for a minimum of five years.

    a. Said request shall specify the beginning and anticipated ending dates of the leave and where applicable, be accompanied by a doctor's verification of the nature of the child's illness.

D. Reserve/National Guard Duty: Leaves of absence may be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

E. The Family Medical Leave Act of 1993 does not abrogate the rights of the parties under this agreement. Where additional benefits are extended to bargaining unit members by the Act, those additional benefits will be honored by MVS. Where certain Employer rights are also granted in connection with such additional benefits, MVS shall be permitted to exercise same. To the extent that leaves of absence are granted under this agreement, whether paid or unpaid, the rights granted hereunder will serve to satisfy the requirements of the Family Medical Leave Act to the extent permitted by law. All applications for leave pursuant to the Family Medical Leave Act will comply with Board policy.

1. For the bargaining unit members who have been employed for at least 12 months by MVS and who work at least half time, the following conditions shall apply to twelve weeks of leave: any health, dental, and/or vision insurance shall be continued, with the premiums paid by MVS, at the level and under the conditions the same would have been provided if the bargaining unit member had continued in employment during the leave period. This shall not be construed as a waiver of MVS rights to recoup premium payments from an employee where permitted by the FMLA or as an agreement to provide benefits greater than what would have been provided if the employee was not on FMLA leave.

2. As specified herein, a bargaining unit member shall use their accumulated days off with pay during a leave pursuant to the Family Medical Leave Act.

3. MVS reserves the right to require certification from the health care provider of the bargaining unit member, or of the bargaining unit member's spouse, child or parent, as the case may be. All certifications shall state: the date on which the serious health condition commenced, the probable duration of the condition and the diagnosis and intended treatment of the condition. When the leave is for a bargaining unit member's spouse, parent or child, the certification shall also state that the bargaining unit member is necessary for the care of such an individual and an estimate of the amount of time that the bargaining unit member is needed for such care. When the leave is for a bargaining unit member, the certification shall also state that the bargaining unit member is unable to perform the duties of their employment. MVS may require that the bargaining unit member obtain subsequent recertification on a reasonable basis.

4. MVS reserves the right to require, at its expense, the opinion of a second health care provider designated by MVS concerning any certified information provided under subsection 3, above. Where the second opinion differs from the opinion in the original, certification, MVS reserves the right to require, at its expense, the opinion of a third health care provider designated or approved jointly by MVS and the bargaining unit member, whose opinion shall be final and binding.

5. A bargaining unit member returning from a leave of absence shall be governed by the terms of this agreement regarding salary schedule credit, accumulation of seniority and return to position vacated whether on leave under this Agreement or similar leave under the Family Medical Leave Act. Where a bargaining unit member returns from a leave granted solely under the Family Medical Leave Act because no similar leave exists under this Agreement, then the bargaining unit member shall be returned to employment with credit on the salary schedule, accumulation of seniority, and to the same position vacated, unless that position no longer exists. If the position no longer exists, the bargaining unit member shall be returned to an equivalent position for which they are qualified.

6. In recognition of the confidential nature of the required certification(s) set forth herein, all such information shall be requested by and submitted to the Superintendent.

F. MVS, at its sole discretion, may grant a leave of absence for other reasons. Employees granted a leave of absence by MVS for reasons other than illness, injury, or caring for a child with a crippling, terminal or serious accident or illness, or for Reserve/National Guard duty, shall not accrue seniority during the leave of absence.

ARTICLE 15 – JOB DESCRIPTIONS

Job descriptions shall be included in the contract. MVS may create new and/or modify existing job descriptions. A copy of any new and/or modified job description shall be given to MVESPA in advance. MVESPA may request negotiations regarding the job description. In the event MVESPA does not request negotiations, MVS may go forward with the job description. If MVESPA requests negotiations, the parties shall meet regarding the concerns and attempt to reach a mutual agreement. If no resolution is agreed upon, MVS may implement the new and/or changed job description and MVESPA may file a grievance pursuant to Article 4 (Grievance Procedure), regarding any disputes about the new or changed job description. The arbitrator shall have the authority to resolve any disputes.

ARTICLE 16 – NEGOTIATION PROCEDURES

A. This Agreement may be extended only by mutual, written consent of both parties.

B. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and other conditions of employment on or after February 1, 2029 at the request of either party.

C. This Agreement shall supersede any rules, regulations or practices of MVS which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts. Individual contracts shall be made expressly subject to the Master Agreement that is concurrent with said individual contract.

D. Any new position that may be a part of the bargaining unit covered by this Agreement which cannot be properly placed in an existing job category or classification shall be open for negotiations by both parties.

ARTICLE 17 – MISCELLANEOUS PROVISIONS

A. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be altered, increased, or transferred to persons not covered by this Agreement. In the event of financial problems, the parties shall meet and discuss possible operation procedure including consideration of subcontracting work.

C. Once established, job descriptions will be adhered to by supervisors and employees. Deviation from specific job description requirements shall be recognized only when mutually agreed to by the supervisor and employee.

D. All employees required to attend in-service meetings or training programs shall be compensated at their regular hourly rate for all hours spent in such meetings outside the regular work hours.

E. Within 30 days of ratification, the final draft of this Agreement shall be prepared for printing by MVS.. MVS shall provide an electronic copy of the Master Agreement to MVESPA for its use.

F. When bargaining unit members are required to use their personal vehicles for job related travel, mileage shall be reimbursed at the IRS rate with total reimbursement rounded to the next lower full cent if a fraction. In order to receive said reimbursement, the miles driven must be reported to MVS in writing.

ARTICLE 18 – MANAGEMENT RIGHTS

A. MVS on its own behalf and on the behalf of the electors of the school district, hereby retains and reserves onto itself, without limitation, all powers, rights and authority, conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees as related to the professional employment.

2. Continue its rights and responsibilities for the hiring, assignment and direction of work of employees; continue to determine qualifications of all employees and the conditions for their continued employment or dismissal or demotion; and to promote and transfer all employees.

3. Determine the hours or work, starting times and scheduling of the work force in accordance with local conditions and/or requirements of the State of Michigan.

4. Determine the services, supplies, equipment, facilities, methods, schedules, means and processes for carrying on the general school operations as directed by local conditions and/or the State of Michigan.

5. A physical examination, as a condition of employment, possibly will be required at Board expense.

6. Determine the number and location or relocation of all school facilities.

7. Determine the placement of operations, service and the source of materials and supplies.

8. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.

9. Determine the size of the management organization; its functions, authority and the amount of supervision necessary to operate the schools in accordance with local conditions and/or the laws of the State of Michigan.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by MVS, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. The matters contained in the Agreement and/or exercise of any such rights of MVS are not subject to further negotiations between the parties during the term of this Agreement without mutual approval of both parties.

ARTICLE 19 – DURATION OF AGREEMENT

This Agreement shall be effective as of 9/15, 2026 and shall continue in effect through June 30, 2029. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. The parties will reopen negotiations solely for financials in 2027-28 and 2028-29.

For MVS

Signature — Superintendent (Title)

Signature — Board of Education, President (Title)

For MVESPA

Signature — President (Title)

Signature — Title

SCHEDULE A – RATES OF PAY AND COMPENSATION INFORMATION

2026-27

CLASSIFICATION	STEP 1	STEP 2	STEP3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
Mechanic	19.77	20.38	20.93	21.47	22.02	22.56	23.11	23.37	23.63	23.89	24.13	24.41	24.67
Admin. Assistant	16.49	16.74	17.84	18.66	19.20	20.05	20.60	20.86	21.12	21.38	21.64	21.90	22.16
Office Assistant	15.00	15.26	15.52	15.78	16.04	16.30	16.56	16.82	17.08	17.34	17.60	17.86	18.12
Paraprofessional	15.00	15.26	15.52	15.78	16.04	16.30	16.56	16.82	17.08	17.34	17.60	17.86	18.12
Bus Driver	18.47	18.75	19.02	19.29	19.56	19.84	20.11	20.55	20.81	21.07	21.33	21.59	21.85
Bus Driver Down Time	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00
Bus Driver Extra Trips	18.47	18.75	19.02	19.29	19.56	19.84	20.11	20.55	20.81	21.07	21.33	21.59	21.85
PBIS Coordinator	18.73	19.25	19.77	20.29	20.81	21.33	21.85	22.37	22.89	23.41	23.93	24.45	24.97
PBIS Room Supervisor	16.67	17.19	17.71	18.23	18.75	19.27	19.79	20.31	20.83	21.35	21.87	22.39	22.91

2027-28 Salary Schedule to be Negotiated

2028-29 Salary Schedule to be Negotiated

Pay Period

All hourly employees will be on a two week pay period beginning on a Sunday and ending on a Saturday. All hourly employees must have two-week time sheet noting the month, day and year approved by their immediate supervisor and submitted to Central Office no later than noon on the Monday following the pay period.

Longevity Bonus

There will be a longevity bonus for all unit members who have accumulated at least 8 years of service. This longevity bonus will be paid the payroll following the employee's anniversary date.

8-10 Years of service	$ 1,125
11-15 Years of service	$ 1,250
16-20 Years of service	$ 1,375
21 or more years of service	$ 1,625

Educational Incentive Pay

Administrative assistants and paraprofessionals who have or obtain an associate's degree shall receive an additional $1.00 per hour. Any additional certification that is obtained upon mutual agreement of the Superintendent and Union president shall receive an additional $.50 per hour raise upon proof of completion.

Administrative assistants and paraprofessionals who have or obtain a bachelor's degree shall receive an additional $2.00 per hour.

Administrative assistants and paraprofessionals who have or obtain a master's degree shall receive an additional $3.00 per hour.

Probationary Employees
The Superintendent is entitled to place a new employee on the salary schedule up to 3 years' experience upon completion of the probationary period.

Background Checks
MVS will pay for fingerprinting and background checks required for any current employee as it pertains to P.A. 138 of 2005.

Professional Development
Each year a minimum of twenty-five hundred dollars (2500.00) shall be provided for professional development for the employees.

APPENDIX A – GRIEVANCE FORM

MAPLE VALLEY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

GRIEVANCE FORM

GRIEVENCE #_____

DISTRIBUTION OF FORMS:
1. Superintendent
2. Supervisor
3. Union
4. Employee

_____/	_____/	_____/	_____/
Building	Assignment	Name of Grievant	Date Filed

A. Date of alleged violation grieved: _____

B. Section, subsection, or policy violated: _____

C. Specific facts leading to and reasons supporting grievance: _____

_____

_____

_____

_____

_____

D. Relief Requested: _____

_____

_____

_____

_____ _____

Signature of Grievant Date

LEVEL 1

A. Date Discussed with Supervisor: _____

B. Disposition by Supervisor: _____

_____

_____

_____

_____

_____ _____

Signature of Supervisor Date

LEVEL 2

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

_____

_____

_____

_____

_____ _____

Signature of Superintendent Date

C. Position of Grievant and/or Union: _____

_____

_____

_____

_____ _____

Signature of Supervisor Date

APPENDIX B – TERMINAL LEAVE

An employee shall receive terminal leave payment, any accrued unused Leave Days with Pay per the requirements listed in Article 13 (Leave Days with Pay), and Section (A)(4).

APPENDIX C – INSURANCE

A. All full time, 40 hours per week, 52 week employees shall have the option of Plan A and Plan B or waiving coverage. Full-time employees may waive Plan A and enroll in Plan B with the Cash in Lieu option or waive all coverage with Cash in Lieu.

B. Top Two seniority administrative assistants working 35 hours or more per week, for the length of the school calendar or more per school year will have the option of enrolling in Plan A and Plan B or waiving coverage. They may also waive Plan A and enroll in Plan B with the Cash in Lieu option or waive all coverage with Cash in Lieu.

C. The Top Seven support staff working 30 hours per week or more will be offered Plan A and Plan B coverage. They will have the option to enroll or waive coverage (They can waive Plan A and enroll in Plan B). If they waive Plan A coverage, a copy of their other coverage will need to be provided to Human Resource with their open enrollment packet annually. They will not be entitled to Cash in Lieu. If they waive coverage, the offer will proceed to the next staff member with the highest seniority on down until the top seven is reached. If more than seven employees are eligible, Plan A will be offered at full cost to the employee. Plan B will be offered to all employees working over 30 hours or more with the District paying 85% and the employee paying 15% of the cost.

D. This benefit will be reviewed annually during open enrollment. The top seven could change annually.

E. All employees working less than 30 hours will be offered Plan A insurance at full cost to the employee for single coverage. They also will be offered Plan B insurance for single coverage with the District paying 85% and the employee paying 15% of the cost.

Plan A

MVS shall make the maximum Hard Cap contribution, established by the State of Michigan in Public Act 152 as annually adjusted, for Health coverage, , for all full-time employees and the eligible support staff.

In addition, Plan A includes Medical Benefits Plan B includes Dental, Vision, and LTD/Life benefits.

If top 2 administrative assistants and year round employees opt for Cash-in-lieu of health insurance, they shall be paid a benefit of $2,400.00 annually for Single Coverage and $4,800.00 annually ~~for~~ in lieu of Two-person and Family Coverage.

F. Insurance premiums in excess of the hard cap amount shall be deducted from the employee's pay.

APPENDIX D – PROCEDURE FOR DONATED SICK LEAVE FOR EXTRAORDINARY NEEDS

The Maple Valley Schools (MVS), the Maple Valley Educational Personnel Association (MVESPA) mutually agree to the following:

1. Members facing the need for sick leave for personal or family medical crisis that are on the verge (pay period prior to) of exhausting their sick leave balance can request through the MVS to have sick leave donated by members of the MVEA or MVESPA or MVS to negate the disruption of their pay during the extraordinary need period.

2. Members of either, MVESPA or MVS with a positive personal sick leave balance may voluntarily contribute one or more sick leave hour(s) to a member of MVESPA or MVS, who is in need of sick leave for extraordinary needs.

3. The Joint Donated Sick Leave Form (attached) identifies the recipient and the donors and the number of sick leave days that they are donating and their authorizing signature. The days donated will be used on an alphabetical rotation basis and deducted from the donors' accumulated sick leave balance as used. Sick Leave Hours being donated can only be donated within a bargaining unit.

4. Sick Leave Hours being donated will be counted as a full day even if the donors' day is less than a full day. A sick leave day is a sick leave day.

5. No member facing an extraordinary personal medical crisis who is facing exhaustion of his/her sick leave balance may receive contributions of more than ninety (90) sick leave days to implement Long Term Disability Income protection.

6. A member who receives donated sick leave is under no obligation to repay the days that may be credited to his/her personal balance.

7. The parties agree that a member's request will be reviewed by a Joint MVS/ MVEA/ MVESPA Committee (two members each), who will approve or disapprove the request with ties being decided by the Superintendent. The Joint Committee will provide administrative guidance on handling donated sick leave for extraordinary needs.

Joint Donated Sick Leave for Extraordinary Needs Form

We authorize the Maple Valley Schools (MVS) to deduct the identified number of sick leave days from my accumulated sick leave balance to be assigned to _____ as outlined in **Appendix D** (Procedure for Joint Donated Sick Leave for Extraordinary Needs) in the Collective Bargaining Agreement.

Name	Signature	Number of Days

APPENDIX E – EMPLOYEE' S WARNING RECORD

MAPLE VALLEY SCHOOLS EMPLOYEE' S WARNING RECORD

EMPLOYEE'S NAME: _____ DATE: _____

DEPARTMENT: _____

SUPERVISOR'S NAME: _____

DATE OF VIOLATION: _____ TIME OF VIOLATION: _____

NATURE OF VIOLATION: _____

_____

_____

STEP OF DISCIPLINARY ACTION:

_____COUNSELED
_____VERBAL WARNING
_____WRITTEN WARNING
_____SUSPENSION (without pay)
_____TERMINATION

DATE OF PREVIOUS WARNING: _____ WHAT STEP: _____

EMPLOYER REMARKS: _____

_____

_____

EMPLOYEE' S REMARKS: _____

_____

_____

My signature below is verification that I have received documentation of this written. warning. It does not necessarily indicate agreement. I understand that I have 10 days to submit a rebuttal for attachment to this document.

_____ _____ _____ _____

EMPLOYEE'S SIGNATURE DATE SUPERVISOR' S SIGNATURE DATE

CONFIDENTIAL **CC: PERSONNNEL FILES**

APPENDIX F - JOB DESCRIPTIONS

1) Should more than one person apply for each roll, an interview will be held and the most qualified applicant will be selected.

ELEMENTARY SCHOOL ADMINISTRATIVE ASSISTANT

Qualifications:

1. Pass a basic skills test. *
2. A secretarial associate degree or equivalent training preferred.
3. A minimum of three years' secretarial experience preferred.
4. Spelling, grammar, and letter writing skills.
5. Self-initiative and public relations skills.
6. Basic accounting skills.
7. Good organizational skills.
8. Computer experience required, school software experience preferred.
9. Demonstrated ability to work with others in a positive, productive way.
10. Demonstrated ability to communicate effectively with students, staff, parents, and the community while projecting a positive image that enhances the school.
11. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Job Summary:

The elementary school administrative assistants shall perform secretarial duties and assist the principal in the general operations of the elementary school program.

Performance Responsibilities:

General: Become familiar with the general operations of the elementary schools and the role and function of the elementary school principal.

Administrative Assistant Duties:

1. Sort and distribute incoming mail for the principal and elementary school staff.
2. Answer incoming telephone calls and serve as a receptionist for the elementary school off ice.
3. Typing assignments for the administrator and/or office:
   a. General correspondence.
   b. Memorandums to the Board, staff, and others.
   c. Preparation, production, and distribution of copies.
   d. Preparation of purchase orders.
   e. Preparation of various record keeping forms.
   f. Prepare and distribute the staff handbook, student handbook, curriculum handbook, etc.
   g. Type and reproduce the parent newsletter.
   h. Prepare other materials as directed by an administrator.
4. Prepare forms and materials for the kindergarten screening and registration.
5. Produce class lists and address lists for teachers, the bus supervisor, PTO, support services, etc.
6. Verify and report records of substitute teachers.
7. Collect all absent report forms for the principal's signature.
8. Secure substitutes.
9. Collect all non-certified personnel time cards.
10. Assist with the maintenance of personnel files and student files located in the elementary school office.
11. May assist with the building weekly and monthly calendar of events.

12.-Collect money for field trip, book fair, fundraisers, et cetera and deposit to bank.

Office and Teaching Supplies:
1. Maintain records of office and teaching supplies.
2. Maintain adequate inventory levels of teaching and office supplies (keep storage in orderly fashion).
3. Prepare necessary information to assist in the ordering of supplies for the elementary school and office.
4. Prepare the coop order for the elementary school/ s.
5. Distribute teacher and classroom supplies as needed.

Student Services:
1. Prepare all registration information for students when entering or enrolling in the elementary school.
2. Maintain accurate student immunization records.
3. Follow-up on all incomplete immunization records.
4. Maintain student records, files, and student service data.
5. Receive and deliver messages for staff and students.
6. May request and collect student assignments when absent.
7. May assist students with first aid when necessary and with the distribution of medication.
8. Compile membership information for the student count reports.
9. May contact a parent/guardian when a student is sick or injured. May care for a sick or injured student until the student's parent/guardian arrives.
10. May schedule IEPC's for elementary students.

Data Processing:
1. Maintain student record data base.
2. Enter all records and reports on the computer.
3. Record daily attendance of all students on the computer.
4. Assist with registration packets.

Miscellaneous:
1. Perform all other appropriate duties as may be assigned by the administration.

HIGH SCHOOL ADMINISTRATIVE ASSISTANTS

Qualifications:
1. Pass a basic skills test. *
2. A secretarial associate degree or equivalent training preferred.
3. A minimum of three years' secretarial experience preferred.
4. Spelling, grammar, and letter writing skills.
5. Self-initiative and public relations skills.
6. Basic accounting skills.
7. Good organizational skills.
8. Computer experience required, school software experience preferred.
9. Demonstrated ability to work with others in a positive, productive way.
10. Demonstrated ability to communicate effectively with students, staff, parents, and the community while projecting a positive image that enhances the school.
11. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Job Summary:

The high school administrative assistants shall perform secretarial duties and assist high school administration in the general operations of the District.

Performance Responsibilities:

General:

Become familiar with the general operations of the high school and the role and function of the administration.

Clerical:

1. Sort and distribute incoming mail for the administration and high school staff.
2. Answer incoming telephone calls and serve as a receptionist for the high school office.
3. Typing assignments for the administration and/or office:
   a. General correspondence.
   b. Memorandums to the Board, staff, and others.
   c. Preparation, production, and distribution of copies.
   d. Preparation of purchase orders.
   e. Preparation of various record keeping forms.
   f. Prepare and distribute the staff handbook, student handbook, curriculum handbook, etc.
   g. Prepare other materials as directed by an administrator.
4. Maintain accounting records for the high school activity funds.
   a. Count and deposit monies for all student activity funds.
   b. Write expenditure checks for all student activity accounts.
   c. Balance all student activity accounts each month.
5. Maintain records of substitute teachers and prepare all necessary payment vouchers.
6. Collect all absent report forms for the administrator's signature.
7. May secure substitutes for teachers and / or aides planning to be absence or attending a workshop.
8. Maintain student records, files, and student service data. Maintain the personnel files and student files located in the high school office.
9. Produce the building weekly calendar of events.
10. Update Building Webpage
11. Coordinates High School Graduation/Senior Honors Night
12. Stores grades after end of each semester for the Jr/Sr High School
13. Helps create and maintain the High School master schedule

Office and teaching supplies:

1. Maintain records of office and teaching supplies.
2. Maintain adequate inventory levels of teaching and office supplies (keep storage in orderly fashion).
3. Prepare necessary information to assist in the ordering of supplies for the high school and off ice.
4. Prepare the school supply orders for the high school.
5. Distribute teacher and classroom supplies as needed.

Student services:

1. Prepare all registration information for students when entering or enrolling in the high school.
2. Maintain accurate student immunization records.
3. Maintain student records, files, and student service data.
4. Receive and deliver messages for staff and students.

5. Supervise students while in the office.
6. Assist students with first aid when necessary and with the distribution of medication.
7. Compile membership information for the student count reports.

Data Processing:
1. Maintain student record database.
2. Enter all records and reports on the computer.
3. Record daily attendance of all students on the computer.
4. Assist with registration packets.

Special Education:
1. Maintain the district special education file for the supervisor.
2. Order and disburse special education forms for the district.
3. Provide communications between the EISD and the district special education personnel.
4. Schedule IEPC's for elementary students.
5. Assist the EISD in special education monitoring and evaluation.
6. Key records information for the district special education students to the computer terminal.
7. Distribute all materials to the district special education staff.

Miscellaneous:
1. Perform all other appropriate duties as may be assigned by the administration.

OFFICE ASSISTANT

Qualifications:
1. High school diploma or equivalent.
2. Experience working with young children.
3. Demonstrated ability to work with others in a positive, productive way.
4. Demonstrated ability to communicate effectively with students, staff, parents, and the community while projecting a positive image that enhances the school.
5. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Job Summary:

The Office Assistant is responsible for

Performance Responsibilities:
1. Greet guests
2. Explain visitor procedures and distribute visitor passes
3. Answer phones
4. Use a computer and a variety of office software applications including word, excel, google and student information system
5. Operate office equipment
6. Maintain supplies
7. Shred documents
8. Prepare bus notes
9. Complete accident and/or incident reports as necessary.
10. Maintain open communications with the classroom teachers/principal on playground incidents.
11. Distribute announcements, mail, and other communiques to the staff as directed.

12. May collect communications, mail and other materials for distribution to other buildings.
13. May assist students with first aid when necessary and with the distribution of medication.
14. May contact a parent/guardian when a student is sick or injured. May care for a sick or injured student until a parent/guardian arrives.
15. Attend training as requested by the administration.
16. Maintain confidentiality of District and student information.
17. Perform other appropriate responsibilities as assigned by the teacher or administration.
18. SWIS entry
19. 504 Scheduling
20. All other appropriate duties as may be assigned by the administrator.

GENERAL PARAPROFESSIONAL

Qualifications:

1. High school diploma or equivalent.
2. Experience working with young children.
3. Demonstrated ability to work with others in a positive, productive way.
4. Demonstrated ability to communicate effectively with students, staff, parents, and the community while projecting a positive image that enhances the school.
5. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.
6. Meet highly qualified credentials when serving in Title I funded buildings.

Job Summary:

The general paraprofessional is responsible for providing supervision and student control in lunchroom and playground.

Performance Responsibilities:

1. Supervise students at recess.
2. Supervise students while in the lunchroom. Circulate in order to be available to help children or resolve any minor problems.
3. Complete accident and/or incident reports as necessary.
4. Maintain open communications with the classroom teachers/principal on playground incidents.
5. Visually scan and report potential hazards on the playground.
6. Distribute announcements, mail, and other communiques to the staff as directed.
7. May collect communications, mail and other materials for distribution to other buildings.
8. May assist students with first aid when necessary and with the distribution of medication.
9. May contact a parent/guardian when a student is sick or injured. May care for a sick or injured student until a parent/guardian arrives.
10. Attend training as requested by the administration.
11. Maintain confidentiality of District and student information.
12. Perform other appropriate responsibilities as assigned by the teacher or administration.

HEALTH CARE PARAPROFESSIONALS

Qualifications:

1. Pass a skills test approved by the Michigan Department of Education. *
2. Associates degree or 60 hours' credit that transfers to a four-year university preferred.

3. Preferred trained health care aide.
4. High school diploma or equivalent.
5. Experience working with young children.
6. Basic computer literacy is required.
7. Organization skills.
8. Demonstrated ability to work with others in a positive, productive way.
9. Demonstrated ability to communicate effectively with students, staff, parents, and the community while projecting a positive image that enhances the school.
10. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Job Summary:
The health care para professional is responsible for providing health care assistance to special needs students, including instructional, tutoring, and small group work with students.

Performance Responsibilities:
1. Health Care paraprofessionals shall work with specific students as designated in an IEP or as deemed necessary by administration and assist in general classroom duties as assigned.
2. Duties for each assigned child may include:
    a. Feed / supervising eating
    b. Toileting
    c. Diapering
    d. Catheterizing
    e. Suctioning
    f. Lifting
    g. Accompanying to and from locations related to school functions, i.e., field trips.
    h. Supervision and assistance at recess/during classroom instruction.
    i. Other required medical procedures.
    j. Riding to and from school with student(s) may be required.
    k. Perform other appropriate responsibilities as assigned by the teacher or administration.
    l. Duties listed in Article 12.

INSTRUCTIONAL PARAPROFESSIONAL

Qualifications:
1. Pass a skills test approved by the Michigan Department of Education*.
2. Associates degree or 60 hours' credit that transfers to a four-year university preferred.
3. High school diploma or equivalent.
4. Experience working with young children.
5. Basic computer literacy is required.
6. Organization skills.
7. Demonstrated ability to work with others in a positive, productive way.
8. Demonstrated ability to communicate effectively with students, staff, parents, and the community while projecting a positive image that enhances the school.
9. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Job Summary:
The instructional paraprofessional is responsible for providing instructional assistance, tutoring, and small group work with students, and may include student support center, or Fuller Focus Room.

Performance Responsibilities:

Students:

1. Assist students in meeting educational goals, the state performance standards and benchmarks.
2. Supervise students as directed by teacher and/or principal.
3. May assist students with first aid when necessary and with the distribution of medication.
4. May contact a parent/guardian when a student is sick or injured. May care for a sick or injured student until a parent/guardian arrives.

Teachers:

1. Work under the direct supervision of the classroom teacher who has primary responsibility for instructional services.
2. Supplement the instructional program by working with the individual students or small groups under the direction of the teacher.
3. Assist the classroom teacher in implementing instructional activities.
4. Assist in the supervision, maintenance, and direction of students in all school related settings.
5. Assist in the clerical and record-keeping activities as determined by the program.
6. Alert the teacher to any problem or special information about an individual student.
7. Serve as a source of information and help to any substitute teacher assigned in the absence of the regular teacher.
8. Attend training as requested by the administration.
9. Become familiar with the learning materials.

Parents:

1. Communicate confidentially with parents regarding their child's educational program.
2. May be asked to participate in parent-teacher conferences.

Miscellaneous:

1. Perform other appropriate responsibilities as assigned by the teacher or administration.

INSTRUCTIONAL PARAPROFESSIONAL - LIBRARY

Qualifications:

1. Pass a skills test approved by the Michigan Department of Education. *
2. Associates degree or 60 hours' credit that transfers to a four-year university preferred.
3. High school diploma or equivalent.
4. Experience working with young children.
5. Basic computer literacy is required.
6. Organization skills.
7. Demonstrated ability to work with others in a positive, productive way.
8. Demonstrated ability to communicate effectively with students, staff, parents, and the community while projecting a positive image that enhances the school.
9. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Job Summary:

The elementary library paraprofessional is responsible for the daily operations of the Library, checking out/in materials, and may include some clerical and filing duties. Additionally, the high school library paraprofessional is responsible to assist the technology/ media specialist.

Performance Responsibilities:

1. Maintain circulation, and catalog
2. Shelve and organize library materials accurately
3. Accurately handle library/ media communications
4. Assist students in using library resources and provide computer assistance when needed
5. Correctly use various pieces of media equipment as needed
6. Supervise students in a user-friendly environment
7. Supervise and guide student aides
8. Keep library neat, organized, and student-centered
9. Assist teachers in the use of library equipment and facilities
10. Maintain collected works in the library
11. Perform other appropriate responsibilities as assigned by administration or technology/ media specialist.

TITLE ONE READING/MATH AIDE

Title I is a student entitlement program, not a teacher entitlement program.

The Title I Reading aide will meet with identified (at risk) students in groups of three or four, four to five times a week for a period of approximately 30 minutes per session. Alternatively, the aide may supervise other children, working independently in the classroom; while the teacher in that classroom works with (at risk) students needing extra help.

Our rationale for small groups is that students receive more focused instruction and assistance, and struggling students need many repetitions to learn something new. The primary focus will be to help those students who are struggling in the core academic areas, with the main focus on English Language Arts, including reading, writing, speaking, listening.

The purpose of the program is to supplement, not supplant, instruction students receive in their assigned classroom. The Title I Reading aide will:

1. Support the classroom teacher with literacy teaching for students needing extra help.
2. Consult with the classroom teacher to determine what kind of instruction each student needs.
3. Provide a warm, trusting small group environment where students will be willing to try.
4. Give students a chance to experience success in a comfortable setting.
5. Promote a love of books and the joy of reading.
6. Share observations with teachers.
7. Help students use what they know.
8. Work with teachers to learn strategies to use with their students.
9. Give students strategies to use while reading text.
10. Use strategies that are best practice and research based.
11. Help students with reading in other core content areas, as needed.
12. Assist the student with MEAP or any standardized testing according to testing rules (set by the state, testing entity, or student IEP).
13. Assess identified students to determine needs and/or progress.

During the time the Title I Aide is working in that capacity, he/she may not:

1. Correct papers or tests or record grades for teachers.
2. Administer a Reading Record assessment.
3. Administer Saxon Math oral tests, as they are assigned to deal with reading.
4. Work on bulletin board projects.
5. File papers, etc.
6. Run copies.
7. Do playground duty.
8. Do lunchroom duty.
9. Run errands.

PERSONAL CARE PARAPROFESSIONAL

Qualifications:

1. Pass a skills test approved by the Michigan Department of Education.
2. Associates degree or 60 hours' credit that transfers to a four-year university preferred.
3. High school diploma or equivalent.
4. Experience working with young children.
5. Basic computer literacy is required.
6. Organization skills.
7. Demonstrated ability to work with others in a positive, productive way.
8. Demonstrated ability to communicate effectively with students, staff, parents, and the community while projecting a positive image that enhances the school.
9. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Job Summary:

The personal care paraprofessional is responsible for providing personal care, instructional assistance, and tutoring, primarily to special needs students, but may include general education students.

Performance Responsibilities:

1. Assist the teacher in implementing the instructional activities.
2. Lift, transfer, toilet, feed and guide students
3. Supplement the instructional program by working with the individual students or small groups under the direction of the teacher.
4. Assist in the supervision, maintenance and discipline of students in all school- related settings.
5. Assist in traffic control in the halls, cafeteria and transportation loading and unloading zones.
6. Assist in the development and preparation of instructional materials and displays under the direction of the teacher.
7. Assist in clerical and record-keeping activities under the direction of the teacher.
8. Assist in the care, clean up and inventory of instructional and personal care equipment and supplies.
9. May assist students with first aid when necessary and with the distribution of medication
10. May contact a parent/guardian when a student is sick or injured. May care for a sick or injured student until a parent/guardian arrives.
11. Perform other appropriate responsibilities as assigned by the teacher and/or administration.

Personal care paraprofessionals shall not be required to exceed the following guidelines on lifting:

1. One PC paraprofessional - 0 to 30 pounds.
2. Two PC paraprofessionals together - 31 to 60 pounds or one and a lift when possible and safe.

A lift will be provided for lifting students weighing in excess of 60 pounds, if requested by a paraprofessional and is in the best interest of the student.

BUS ATTENDANT

Qualifications:

1. Must have own means of transportation to the bus.
2. High school diploma or equivalent.
3. Previous experience with children and child care.
4. Must be able to lift and position children.
5. Must be willing to interact with children.
6. Must be a team player.
7. Ability to keep professional confidentiality.
8. Demonstrate good communication skills.
9. Show initiative and creativity when interacting with children.
10. Willingness to take direction and work cooperatively with others.
11. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Job Summary:

The bus attendant is responsible to provide for the safety, comfort and assistance of handicapped and other students riding on the school bus.

Performance Responsibilities:

1. Be familiar with the route and the bus stops.
2. Learn the names of all students.
3. Keep attendance of the riders on a daily basis and inform the driver of students who are not riding the bus.
4. Have the student rider ready for their designated bus stop before the bus arrives at that stop.
5. Assist the student off the bus and escort him/her when crossing the road.
6. Help manage the students while on the bus in accordance with the Transportation Guidelines and Student Conduct on Bus.
7. Help train students in school bus safety and promote rules and regulations and advise the driver when discipline is needed.
8. Assist the bus driver with seating while students are loading the bus.
9. Assist the bus driver on emergency evacuations.
10. Be familiar with the bus, its safety equipment, emergency exits, and safety, welfare and orderly conduct of passengers while on the bus.
11. Demonstrate effective communication with school staff, students, bus drivers, parents, law enforcement officials and the motoring public.
12. Check that all students have disembarked from the bus at the end of the route.
13. Perform all other appropriate duties as may be assigned by the administration.

BUS DRIVER

Qualifications:

1. Minimum of a high school diploma or equivalent.
2. Attained the age of 21years old.

3. Successfully complete the state approved bus driving training course.
4. Must maintain a commercial driver's license (CDL) and a chauffeur's license.
5. Possess a good driving record.
6. Meet the state physical examination requirements.
7. Demonstrated interest in and empathy for children.
8. Demonstrated ability to work with others in a positive, productive way.
9. Demonstrated ability to communicate effectively with students, staff, parents, and the community while projecting a positive image that enhances the school.
10. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Job Summary:

The bus driver is responsible for operating a school bus and safely transporting students and authorized personnel to and from school and related school activities. The driver must know and observe all rules and regulations governing the performance of his/her duties. The Driver should appear for work with reasonable personal attire. Pride on the job can be shown not only by the proper dress but personal grooming as well.

Performance Responsibilities:

1. Follow transportation laws as established by the State Department of Education, State Police and policies of the Board of Education.
2. Consider safety as your major responsibility.
3. The Driver is in direct control of all conduct on the bus. This includes loading, unloading and while in motion. Discipline situations that you cannot handle alone should be reported immediately to the Transportation Supervisor.
4. Notify the Transportation Supervisor of his / her unavailability to drive the bus because of sickness or other leave. This should be done by 5 a.m. for the morning run or 1 p.m. for the afternoon run. If possible, the Driver should let the Transportation Supervisor know earlier.
5. Report any needed repair work immediately to the mechanic/supervisor in writing. Also, notify him/her of time for oil changes.
6. Supervise students within the visible loading zone to avoid undue pushing and roughness.
7. Remain on the bus when students are loading and unloading. If it is necessary to leave the bus because of student conduct outside the bus, the driver is to stop the bus and remove the key before leaving the bus.
8. Do not allow students to ride on your bus who are not regular riders unless they have a note per school policy. Do not allow regular riders to get off at any other bus stop other than his / her regular stop unless a note is provided signed by the parent or guardian.
9. Teach that safety is the responsibility of the passengers also.
10. Do not put any student off except at designated stop or pickup.
11. Driver is responsible to keep the bus clean on the inside at all times.
12. Report any accident immediately to the Transportation Supervisor or designee. Police should be contacted in event of any accident. In the event of any accident; complete an accident report sheet and give it immediately to the Transportation Supervisor. List names of all children on the bus at the time of the accident and children who were injured. Provide first aid supervision.
13. Direct and supervise the seating of students. All students are to remain seated when the bus is in motion.
14. Attend bus driver school in compliance with State regulations. Drivers are encouraged to attend other training as pre-approved by their supervisor.
15. Follow discipline procedures in Driver's handbook.

16. Bus Drivers are responsible for fueling his/her assigned bus.
17. Perform all other appropriate duties as may be assigned by the administration.

MECHANICS

Qualifications:

1. Minimum of a high school diploma or equivalent.
2. State certification for heavy duty truck repair including diesel proficiency.
3. Must maintain a commercial driver's license (CDL), chauffeurs license, and must meet all school bus driving requirements.
4. Employee shall provide his/her own tools as may be required.
5. Demonstrated ability to work with others in a positive, productive way.
6. Demonstrated ability to communicate effectively with students, staff, parents, and the community while projecting a positive image that enhances the school.
7. Demonstrate the ability to keep confidentiality in regards to the Family Privacy Act.

Job Summary:

The mechanic is responsible to maintain the bus fleet according to defined state safety standards and to complete all required repairs and preventive maintenance in a timely manner.

Performance Responsibilities:

1. Preserve the physical property and equipment of the Maple Valley Schools.
2. Maintain the bus garage and equipment with emphasis given to safety for those who use the school plant.
3. Keep all busses in proper running conditions.
4. Keep accurate records for all bus repairs. A separate record must be kept for each bus.
5. Maintain washing of all busses, making certain that clean busses are available and fueled as needed for all trips outside the school district as time allows.
6. Recommend to the Transportation Director the busses that should be replaced plus the number of busses that are needed for a satisfactory program.
7. Assist the Transportation Director in setting up bus bid specifications.
8. Attend the school bus mechanics' workshops that are held at regional centers when such meetings would be beneficial to bus transportation and safety.
9. Keep grounds and school bus garage in a neat organized condition.
10. Said employee is responsible for general school bus garage custodial requirements.
11. Said employee is responsible for all minor bodywork including painting and bumping whenever necessary and advisable.
12. Said employee is responsible for the repair and maintenance of all other school- owned vehicles and equipment.
13. Promote a system of preventative maintenance to keep fleet in good working condition
14. Assist in a general check of road conditions during bad weather, and make a recommendation to the Transportation Director/Superintendent of Schools regarding operation of busses. If the Transportation Director were gone, this recommendation would be made to the designated school administrator. The general check of road conditions may be by driving or checking with drivers or other designated people throughout the school district. The busses shall operate when it is possible for a majority of the busses to make the runs. Possibly at time it would be necessary to change the routes and students will have to walk to meet the bus. Responsibility for checking roads is shared with the transportation supervisor.

15. Assist the Transportation Supervisor in general duties where assistance is advisable and necessary
16. Coordinate the general mechanic work and assignments.
17. Handle the purchasing of repair parts and garage supplies. Obtain competitive prices on equipment and parts when advisable.
18. Perform all other appropriate duties as may be assigned by the administration.

Health Care Specialists

1. Health Care Specialists shall receive the basic teacher aides/paraprofessional hourly rate of pay plus the following:
    - $0.75/hr. additional for special skills training as approved by MVS
    - $1.00/hr. additional for basic EMT certification
    - $2.00/hr. additional for advanced EMT certification
    - $3.00/hr. additional for a licensed practical nursing degree
    - $4.00/hr. additional for an associate nursing degree
    - $5.00/hr. additional for a specialized nursing degree EXAMPLE: respiratory therapist
    - $6.00/hr. additional for a registered nursing degree

2. Up to six (6) years' experience may be paid to staff positions requiring special medical skills. In the event that it becomes impossible to hire a qualified Health Care Aide at the above rates, MVS reserves the right, after notifying MVESPA to contract with individuals or service companies at rates to be determined by them. In cases of IEP required accommodations, outside contractors may be hired. MVS will always give preference to internal hires as conditions allow.

PBIS COORDINATOR

Job Summary:

To serve as a source of resources and skills development for our students and staff. Develop resource bank for students and teachers both to help them be fully engaged in their academic plans. Lower the office referral rate by encouraging students to use the space and time to refocus and engage in their learning. Ideally, students will develop sufficient skills over time that they are weaned away from needing this service. Address Tier 2 and 3 behaviors with an asset orientation to help students see and understand their own potential to self-regulate. Develop systems for students to be able to attend the center (passes/communication to home classrooms, etc.

Qualifications:

1. BA Degree or higher in Psychology or Counseling
2. Excellent spelling, grammar and writing skills
3. Strong autonomous work ethic and excellent judgment
4. Excellent organizational skills
5. Strong computer abilities, demonstrated ability to navigate school platforms
6. Demonstrated ability to work with others in a positive, highly collaborative manner

7. Demonstrated ability to communicate effectively with students, staff, parents, and the community while projecting a positive image that enhances the school
8. Demonstrated ability to maintain FERPA guidelines

-Performance Responsibilities:

1. Supervise positive behavioral interventions support center
2. Develop protocols for student and staff referrals
3. Communicate plans that are developed in conjunction with the students to the faculty and administration
4. Facilitate communication and advocacy for students to all stakeholders (teachers, administration, counseling support staff, parents)
5. Supervise/Case manage ongoing plans for tracking student progress
   a. Establish goals with students to improve self-regulation skills
   b. Reduction of time needed to refocus and remain in classrooms
   c. Utilize student assets as a foundation for planning with students
6. Establish school to home communication protocols in conjunction with Administrative team
7. Research and expand the intervention library, communicate resources to staff
8. Engage in ongoing training to advance mastery of PBIS/MTSS procedures
9. Maintain data tracking of efficacy of program impact on students (referrals, attendance, minutes in PBIS room, course performance)
10. Any and all duties that arise in being responsible for the operation of this program
11. Provide coverage for absent teacher, as needed
12. Other duties as assigned by administrator in charge

Work Day:

M-F per school calendar
In year one, additional time may be allowed in June to ensure programmatic design is implemented with integrity and clearly communicated to all stakeholders.

PBIS ROOM SUPERVISOR

Job Summary

To serve as a source of resources and skills development for our students and staff. Develop a resource bank for students and teachers both to help them be fully engaged in their academic plans. Lower the office referral rate by encouraging students to use the space and time to refocus and engage in their learning. Ideally, students will develop sufficient skills over time that they are weaned away from needing this service. Address Tier 2 and 3 behaviors with an asset orientation to help students see and understand their own potential to self-regulate. Maintain systems for students to be able to attend the center (passes/communication to home classrooms, etc.)

Qualifications:

1. Associates degree or 3 years of experience working with students
2. Excellent spelling, grammar and writing skills
3. Strong autonomous work ethic and excellent judgment
4. Excellent organizational skills
5. Strong computer abilities, demonstrated ability to navigate school platforms
6. Demonstrated ability to work with others in a positive, highly collaborative manner
7. Demonstrated ability to communicate effectively with students, staff, parents, and the community while projecting a positive image that enhances the school
8. Demonstrated ability to maintain FERPA guidelines

Duties

1. Supervise positive behavioral interventions support center
2. Follow protocols for student and staff referrals
3. Communicate plans that are developed in conjunction with the students to the faculty and administration
4. Facilitate communication and advocacy for students to all stakeholders (teachers, administration, counseling support staff, parents)
5. Supervise/Case manage ongoing plans for tracking student progress
    a. Establish goals with students to improve self-regulation skills
    b. Reduction of time needed to refocus and remain in classrooms
    c. Utilize student assets as a foundation for planning with students
6. Follow school to home communication protocols in conjunction with Administrative team
7. Research and expand the intervention library, communicate resources to staff
8. Engage in ongoing training to advance mastery of PBIS/MTSS procedures
9. Maintain data tracking of efficacy of program impact on students (referrals, attendance, minutes in PBIS room, course performance)
10. Any and all duties that arise in being responsible for the operation of this program
11. Provide coverage for absent teacher, as needed (if allowable by credentials)
12. Other duties as assigned by administrator in charge

Work Conditions

1. Follow school calendar
2. In year one, additional time may be allowed in June to ensure programmatic design is implemented with integrity and clearly communicated to all stakeholders.

APPENDIX G – SCHEDULE B POSITIONS

Bus Driver Mentor

Paraprofessional Mentor

PBIS Program Facilitator (1 at Fuller, 1 at Maplewood)

APPENDIX H – SUPPORT STAFF EVALUATION FORM

Employee: _____
Position:_____
Evaluator: _____
Date: _____

Overall Performance

Student Support

Collaboration & Communication

Reliability & Responsibilities

Strengths

Areas for Continued Growth

Overall Evaluation

Overall Rating ___Exceeds Expectations ___Meets Expectations ___Needs Improvement
Evaluator Signature: _____
Employee Signature: _____
Date: _____