

Shepherd Public Schools District

Aides, Educational Assistants and Food Service  
Employees Handbook

2017-2018

# Purpose

This handbook is not intended to serve as a contract of employment. It is intended to address the general conditions of employment for the positions identified in Section 1. This handbook may only be amended by formal action of the Board of Education.

## SECTION 1--COVERED POSITIONS

- A. The positions covered by this handbook include all full-time and regularly scheduled part-time aides, educational assistants, and food service employees (includes dishwashers and servers, ala carte, cashier, elementary breakfast/lunch, hearing officer, salad bar and secondary breakfast/lunch, cook and compliance monitor).

Excluded from this handbook are supervisors, substitutes and all others employees.

- B. "Substitutes" shall be defined as a person scheduled to work in the absence of a regular employee on a leave of absence (paid or unpaid) including vacation, during the period of time required to post and fill vacancies and awaiting the return of a regular employee from a recall.
- C. The term "employee" when used hereinafter shall refer to all employees covered by this handbook.
- D. Employees covered by this handbook are considered as employed at the will of the district and may be terminated with or without cause.
- E. Those employees regularly scheduled for less than 10 hours per week, will not be eligible for benefits under Section 5 and 7.

## SECTION 2--VACANCIES AND ASSIGNMENTS

- A. The following provisions will apply to vacant positions:
1. The district will post notice of vacancies at Central Office and in each school building. The posting will minimally identify the building, department and job title. Interested persons may apply in writing within seven (7) calendar days from the published date on the vacancy notice.
  2. The most highly qualified applicant for a particular vacancy (whether internal or external to the district) will be selected.
  3. Nothing in this section will be construed to prohibit the Administration from continuing to reassign employees in constructing or reconstructing the annual schedule or at other times prior to posting any resulting vacancies.

Employees interested in reassignments within their current classification shall submit a

request in writing to the Superintendent's Office (with copy to the employee's immediate supervisor). Reassignments may include changes in building, increases/decreases in hours or other preferences.

- B. With regard to schedule adjustments, it is expressly understood that changes in the number of working hours per day for a position or other work schedule adjustments (i.e. work days per year, beginning and ending time of day, etc.) are determined by and adjusted from time to time by the district and does not require a position to be reposted.
- C. It is understood that the work days for certain aides assigned within the special education program may vary if the student is absent for a period of time. Routine daily absences will not apply.
- D. The district reserves the right to establish separate procedures for summer work.

### SECTION 3 - PROBATIONARY PERIOD

- B. Employees shall be considered as "probationary employees" for the first sixty (60) workdays in a job classifications contained in this handbook. Days missed during the probationary period shall serve to extend the time period.

Probationary employees may be terminated at the discretion of the District without recourse to the grievance procedure in Section 10.

### SECTION 4--PAID LEAVE DAYS

- A. Full year employees will be credited with a maximum eight (8). These days will be credited to the employee at the end of each month during the first year of employment. After the first year of employment, the days will be credited to the employee at the beginning of the school year. However, if the employee should leave prior to the start of the school year or otherwise not complete the entire year, the sick leave will be prorated for the current year and any unearned sick days that were used will be deducted from any remaining pay check(s). Sick leave can be accumulated to a maximum of ninety (90) days.

An employee utilizing paid leave days shall be considered continuously employed for purposes of computing benefits under this handbook.

- B. Accumulated sick leave days may be utilized only for the following reasons:
  - 1. Illness or disability of the employee.

An employee, who is absent due to an injury or disability compensable under the Worker's Compensation statute, will have a prorated share of a sick leave day deducted to provide for continuation of regular pay. Adjustments in sick leave deductions will be made retroactively by Central Office for worker's compensation payments made retroactive by statute. Once the employee's sick leave has expired, the employee will only receive the days provided under the statute.

2. Up to two (2) days per year will be allowed for illness of the employee's spouse or child residing at home where the illness is serious and therefore requires the employee's assistance in caring for the spouse or child.

Requests for additional days may be made in writing in the instance of critical care situations where the spouse or child is hospitalized or the condition of the spouse or child meets the definition of "serious health condition" under the Family Medical and Leave Act. Requests for additional days will be directed to the Superintendent or the Superintendent's designee. Each request will be reviewed on a case-by-case basis. The denial of additional days shall not be subject to the grievance procedure.

- C. Up to three (3) days per occurrence may be authorized for funeral and bereavement due to the death of a child, spouse, brother, sister, grandchild, grandparent, parent of the employee or spouse, sister-in law, brother-in-law, and other relatives living within the employee's household. Such time will not be deducted from sick leave.

Requests for up to three (3) days for others or additional days for the above referenced family members may be made in writing to the Superintendent or the Superintendent's designee. Each request will be determined on a case-by-case basis. Such days if approved, will be deducted from the employee's accumulated sick leave. The denial of such days shall not be subject to the grievance procedure.

- D. Employees will be eligible for up to three (3) days per year for personal business. The use of such day(s) is restricted to conducting activities that can't be scheduled outside of working hours.

Such days shall not be permitted by way of illustration for recreational pursuits, the day before or after a holiday or vacation period or for seeking other employment. Requests for personal business days must be submitted forty-eight (48) hours in advance unless the employee can demonstrate an emergency exists preventing the submission of timely notice.

The Superintendent or their designee may make an exception to the general rule of prohibiting the use of personal leave the day before or after a vacation or holiday period. Such requests will be reviewed on a case-by-case basis and will include a review of the employee's overall leave time usage. The denial of such requests shall not be subject to the grievance procedure. The district reserves the right to restrict the number of employees absent on personal business where operational needs dictate.

Days unused at the end of the year will be added to the employee's sick leave accumulation.

- E. Employees required to report for jury duty during working hours shall be released with pay provided they turn over to the district any earnings (excluding mileage) received for jury duty.

Employees are expected to report to work if not impaneled for the day. If released during the day, the employee must contact their supervisor to receive directions as to whether to report. If excused by the supervisor, the employee will receive pay for the balance of the day.

- F. Employees may be required to supply a doctor's verification or other information to verify the

reason for an absence.

- G. The district reserves the right to send the employee to a district-appointed physician or other qualified professional personnel if questions arise concerning an absence or fitness for continued service.
- H. Employees hiring in during the course of the year will have paid sick leave and personal business leave time prorated.
- I. The use of paid leave time for assignments outside of the K-12 work day and year is prohibited.

#### SECTION 5--UNPAID LEAVES

- A. Employees may apply for unpaid leaves for:
  - 1. Illness or disability of the employee (including Worker's Compensation) after all paid leave time has been utilized.
  - 2. Child care.

Unpaid leave requests must be submitted in writing to the Superintendent along with the appropriate medical documentation where the leave is attributable to the employee's illness or disability and in those instances where the leave qualifies under the Family Medical and Leave Act. Written details will also be provided when requesting other leaves.

The maximum available leave time under this Section is six (6) months within any twenty-four (24) month period. No extensions or exceptions will be granted.

If the employee does not return to work at the expiration of the leave, further employment rights will terminate. Once an employee returns, the employee must work at least six (6) months to request additional leave.

The granting of unpaid leaves and the duration of leaves shall be determined by the district. The denial of a leave request is not subject to review through the grievance procedure.

- B. The District reserves the right to implement procedures for the implementation of the Family Medical and Leave Act and to exercise those options afforded to employers under the Act and the rules established by the federal government for its implementation.
- C. In general, there will be no unpaid days off afforded for any reason other than those set forth in Section A above.

The Superintendent or their designee may authorize unpaid days off for those reasons not covered by Section A. Such requests will be reviewed on a case-by-case basis and will include a review of the employee's overall leave time usage. The denial of such requests is not subject to the grievance procedure.

- D. The District reserves the right to fill the positions of employees absent on approved leaves with substitutes.

SECTION 6--GENERAL PROVISIONS

- A. The following provisions will be applied to break and lunch periods.

1. Employees assigned to work five (5) or more consecutive hours per day will receive a duty free uninterrupted unpaid lunch period of not more than thirty (30) minutes.
2. If an employee is required to forego any portion or all of an unpaid lunch break (i.e. Health Care Aide required to remain with a student, etc.) the time will be paid.

Only Food Service Department employees will receive a free lunch.

The schedule for lunch will be established by supervision.

- B. The following provisions will apply to overtime and extra hours on a given day:

1. No overtime or extra hours will be worked without authorization by Superintendent or their designee.
2. In the event no employee voluntarily accepts the overtime or extra hours, the District reserves the right to assign the work.
3. Paid and unpaid time off regardless of its origins will not be counted as hours worked for purposes of computing overtime pay.
4. Overtime payments will only be issued after forty (40) hours physically worked in a given workweek.
5. Extra hours and work days for aides associated with the school year program (excludes summer programs and substitute work) will be assigned by the principal to the aide whose position is responsible for the work under normal operating circumstances during the school year. This provision is defined to include extra hours during the course of student school year and added days outside of the student calendar.
6. In the event other hours or days associated with the school year program (excludes summer programs and substitute work) are available which are not the responsibility of a particular position, the hours or days will be assigned by the principal to a qualified aide within the building who has expressed an interest in working additional hours and days.
7. Extra hours or workdays within the Food Service Department will be assigned by the supervisor to the employees within the appropriate classification within the building.

- C. An employee who is authorized to use their personal vehicle for district business, will be

reimbursed at the per mile rate established by the Internal Revenue Service. Mileage between buildings for those holding more than one job will not qualify for payment unless 1) the assignment was the result of a vacancy posting where the position involves more than one (1) building, or 2) the assignment has been changed to include more than one (1) building. Mileage must be recorded on forms provided by the District and on the timeline established by the Central Office in order to qualify for reimbursement.

D. Food Service employees who work the entire year will be provided with two (2) smocks/tops at the beginning of each school year.

E. Personal Conduct

Employees are required to discharge assigned duties conscientiously and to conduct themselves in a manner that reflects positively on the district, and public education.

Employees are expected to be honest, trustworthy, of good character, and loyal to the district, and public education.

Employees are expected to comply with board policy, administrative rules and recommendations, directives and statutes.

The district does not desire to interfere in a person's private life unless their private life has an adverse impact upon the image of the district or the employee's ability to perform their assigned duties.

If there is a doubt about specific standards of conduct, the employee should consult with the immediate supervisor.

F. Dress

A "dress code" or "dress regulation" is not published regarding appropriate attire and grooming. However, an employee is hired because of the proficiency shown in the area of training, experience and professional appearance. Appropriate dress is expected at all times.

G. Safety

Safety is paramount at all times and under all conditions. The school system attempts to maintain safe working conditions and encourages employees to be constantly alert to hazardous situations and to promptly report all unsafe conditions to their supervisor or to Central Office.

H. Smoking

Smoking is not permitted on school grounds or in school vehicles.

## SECTION 7 - SCHOOL CANCELLATIONS

- A. In the event school is cancelled prior to the start of an employee's work day due to inclement weather or conditions not within the control of the district, employees will not be required to report to work and will not be paid for the day unless the district receives full State Aid for the day. The maximum number of such days that will be paid is the equivalence of two (2) based upon the employee's regular daily schedule.
- B. In the event school is cancelled after the start of an employee's workday or the start of school is delayed due to inclement weather or conditions not within the control of the district, employees will only be paid for the hours actually worked unless the District receives full State Aid for the day. If the district does receive full State Aid for the day, employees will receive pay for all regularly scheduled hours.
- C. This section does not apply to closures on days when students are not in attendance.

## SECTION 8- GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misapplication or misinterpretation of the expressed terms and conditions of this handbook.
- B. The term "days" as used herein shall mean days the Central Office is open.
- C. Written grievances as required herein shall contain the following:
  - 1. It shall be signed by the grievant or grievants;
  - 2. It shall contain a synopsis of the facts giving rise to the alleged violation;
  - 3. It shall cite the section or subsections of this handbook alleged to have been violated;
  - 4. It shall contain the date of the alleged violation;
  - 5. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- D. Level One - An employee alleging a violation of the express provisions of this handbook shall within five (5) days of its occurrence or knowledge of its occurrence submit the grievance in writing to the employee's immediate supervisor.

Within five (5) days of the receipt of the grievance, the immediate supervisor shall arrange a meeting with the grievant to discuss the grievance. Within five (5) days of the discussion, the immediate supervisor shall render his decision in writing, transmitting a copy of the same to the grievant.



Level Two - A copy of the written grievance shall be filed with the Superintendent or their designated agent within five (5) days of the receipt of the disposition at Level One. Within five (5) days of receipt of the grievance, the Superintendent or their designated agent shall arrange a meeting with the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or their designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant. The Superintendent's decision shall be final.

- E. Should a grievance not be processed or appealed within the time limits specified, the grievance will not be processed further.
- F. Any grievance requesting back pay will not be limited to a period of five (5) calendar days prior to the date of filing.

All claims for back wages shall be limited to the actual amount of wages less any income received from another source.

#### SECTION 9--MISCELLANEOUS

An employee may hold multiple assignments (within and outside of the job classifications contained in this handbook) provided the schedules do not conflict or create a condition where overtime payments would be created or would create a financial penalty situation for the district under the affordable care act or similar legislation.

The employee may not take additional hours (i.e. bus driver extra trips, overtime or extra hours, etc.) which conflicts with their regular assigned hours or would create a financial penalty situation for the district under the affordable care act or similar legislation.

#### SECTION 10--INSURANCE

- A. Employees will be eligible for the payment of premiums by the District for \$10,000 in group term life insurance provided the employee is regularly scheduled to work at least twenty-five (25) hours per week.

The district determines and changes from time to time the underwriters of the group term life plan.

- B. District insurance premium contributions shall cease to be paid on the effective date of severance from employment, the effective date of layoff or while on unpaid leaves under Section 6 (unless further payment is required under the Family Medical and Leave Act).

#### SECTION 11--WAGE RATES AND RELATED ISSUES

- A. The hourly rates for employees are determined annually by the Board.
- B. Step advancements will only be issued on July 1 each year and provided the employee worked at least ninety (90) percent of the employee's regularly scheduled hours for the year. No step advancements will be issued during the year.

- C. When an employee transfers between pay classifications, the employee will be placed on the same step that they held in the old classification but paid under the new classification.
- D. In the event an employee is assigned to substitute for another employee in another pay classification, the employee will receive the higher of either the employee's regular rate of pay or Step 1 of the other classification.

### SECTION 12--SEVERANCE PAYMENT

Employees with at least ten (10) consecutive years of service in the district within the job classifications contained in this handbook, who are retiring under the provisions of the Michigan Public School Employees Retirement system, will be paid up to \$25.00 per day for unused sick leave days. Periods of layoff and unpaid leaves shall not be counted. The rate of \$25.00 per day will be prorated if the employee worked less than 1,080 hours in the preceding fiscal year. For example, if the employee worked 900 hours in the preceding year, the employee's unused sick leave would be paid at the rate of \$20.83 per day (900/1080 x \$25.00). Employees hired on or after July 1, 2012 will not be eligible for a payoff of their unused sick days upon retirement

### SECTION 13—BOARD POLICIES AND DISTRICT COMPLIANCE OFFICERS

Further clarification on any of the following policies can be found on the Shepherd Public Schools district website <http://www.shepherdschools.net/>. You may obtain a hard copy of any district policy from Central Office or Shepherd Public School building main offices.

2260 - Nondiscrimination and Access to Equal Educational Opportunity

2260.01 - Section 504/ADA Prohibition Against Discrimination Based on Disability

3362, 4362, 5517 - Anti-Harassment

5516 - Student Hazing

5517.01 – Bullying and Other Aggressive Behavior Towards Students

7440.01 - Video Surveillance and Electronic Monitoring

District Compliance Officers – Compliance Officers are available to investigate any harassment or discrimination violation.

Claire Bunker, Superintendent, P.O. Box 219, Shepherd, MI 48883  
989-828-5520 [cbunker@shepherdschools.net](mailto:cbunker@shepherdschools.net)

Julie Freeze, Director of Business and Finance, P.O. Box 219, Shepherd, MI 48883  
989-828-5520 [jfreeze@shepherdschools.net](mailto:jfreeze@shepherdschools.net)

# Aides, Educational Assistants

## Wage Rate Schedule

### 2017-2018

	1	2	3	4	5	6+
General/Instructional	9.25*	9.25*				
	*	*	9.31	9.65	10.03	10.39
Educational Assistant*	11.46	11.94	12.31	12.61	13.01	13.16

\* For positions where the district requires 60 hours of approved college credit.

\*\* Minimum Wage

## FOOD SERVICE

### Wage Rate Schedule

#### 2017/2018

	1	2	3	4+
<u>Job Titles</u>				
Dishwasher/Server	9.25**	9.36	10.06	10.71
Cashier	9.43	10.16	10.78	11.35
Cook	10.71	11.27	11.95	--
Compliance Monitor	11.01	11.69	12.34	12.99

\*\* Minimum Wage

FOOD SERVICE Grandfathered paid lunchtime (no paid holidays and no paid lunchtime)

(Karen Brookens, Christa Powell)

	1	2	3	4*
<u>Job Titles</u>				
Cashier				12.09
Cook	11.5	12.09	12.79	--