

St. Johns Public Schools

ST. JOHNS STUDENT SUPPORT PERSONNEL

MASTER AGREEMENT

2008 - 2011

TABLE OF CONTENTS

ARTICLE I - RECOGNITION	1
ARTICLE II - NEGOTIATIONS PROCEDURE	2
ARTICLE III - BOARD RIGHTS	3
ARTICLE IV - ASSOCIATION RIGHTS	4
ARTICLE V - DUES, FEES, PAYROLL DEDUCTIONS.....	5
ARTICLE VI - EMPLOYEE RIGHTS AND PROTECTION.....	6
ARTICLE VII - SENIORITY AND REDUCTION IN PERSONNEL.....	8
ARTICLE VIII - VACANCIES AND TRANSFERS.....	12
ARTICLE IX - WORKING CONDITIONS	13
ARTICLE X - LEAVES OF ABSENCE.....	16
ARTICLE XI - COMPENSATION	19
ARTICLE XII - MISCELLANEOUS	21
ARTICLE XIII - EVALUATIONS	24
ARTICLE XIV – GRIEVANCE PROCEDURE	25
ARTICLE XV - DURATION OF AGREEMENT	29
APPENDIX A.....	30
APPENDIX B.....	32
APPENDIX C.....	33
APPENDIX D.....	34

ARTICLE I
RECOGNITION

- A. Pursuant to Act 379, Public Acts of 1965, as amended, the St. Johns Public Schools Board of Education (hereinafter referred to as the Board) recognizes the St. Johns Student Support Personnel Association (hereinafter referred to as the Association) as the sole and exclusive bargaining agent for employees of the Board (hereinafter referred to as Student Support Personnel [SSP]) in the bargaining unit defined as: all SSP employed full or part time by the St. Johns Public Schools, including all elementary, secondary and learning resource room (special education) SSP and any employee in a position doing similar work regardless of title.

- B. The Board agrees not to negotiate with or extend the benefits of this agreement to any SSP organization other than the Association for the duration of this Agreement.

It is the policy of the St. Johns School District that no person shall, on the basis of race, color, national origin, sex or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity and in employment.

ARTICLE II
NEGOTIATIONS PROCEDURES

- A. The parties agree to enter into negotiations on a new agreement at least ninety (90) days prior to the expiration of this agreement, except by mutual agreement.

- B. This agreement shall not be extended beyond the termination date except by mutual agreement in writing and signed by both parties.

ARTICLE III
BOARD RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement.

- B. The exercise of the powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provisions of this Agreement.

ARTICLE IV
ASSOCIATION RIGHTS

- A. The Association shall have the right to use school facilities for meeting upon proper facility authorization by the building principal when such use will not interfere with previously scheduled activities; and school office equipment, when not otherwise in use, shall be made available for Association use. Costs of materials and supplies incident to equipment use will be met by the Association.

- B. Authorized representatives of the Association shall have the right to transact official Association business on school property during off duty time.

- C. The Association shall have the right to use regular mail services for purposes of communication and the right to post communications to its members in the usual administrative posting place in each building.

- D. The Board agrees to make available to the Association in response to reasonable written requests, information relating to the financial resources of the district and other information necessary for the preparation of contract proposals or the processing of grievances.

ARTICLE V

DUES, FEES, PAYROLL DEDUCTIONS

- A. Upon appropriate written authorization from the SSP, the Board shall deduct from the pay of any SSP and make appropriate remittance for tax shelter annuities, credit union, purchase of time, AFLAC Insurance and charitable donations approved by the Board.

ARTICLE VI
EMPLOYEE RIGHTS AND PROTECTION

- A. The private life of an SSP is not within the appropriated concern or attention of the Board unless the SSP's conduct adversely affects his/her relationship with students or causes harm to the school district.

- B. The Board recognizes the merits of a policy of progressive discipline, which includes verbal warning, written warning, reprimand, suspension with pay and without pay, with discharge as a last resort. Any disciplinary action taken shall be appropriate to the behavior which led to the discipline, recognizing that extreme infractions may result in immediate action which may bypass the earlier steps of the progression.

- C. No SSP shall be disciplined, reprimanded or reduced in compensation as a disciplinary measure without just cause. Any such action shall be subject to the Grievance Procedure herein. The SSP shall have the right to have present an Association representative or another SSP as observer whenever disciplinary actions are contemplated, and upon request for such representation or observation, the action shall be delayed up to a maximum of forty-eight (48) hours to allow the representative or SSP observer to be present. The representative or SSP observer shall be witness only in this procedure. All information forming the basis for a disciplinary action which includes verbal warning, written warning, suspension with pay and without pay, shall be made available to the SSP in writing upon request. Alleged breaches of discipline or complaints against SSP shall be brought to the SSP's attention in private within ten (10) working days or dropped.

- D. The Board agrees not to discriminate against any SSP on the basis of race, color, creed, national origin, age, sex, marital status, religion, political affiliation, or by reason of membership in the Association or participation in Association activities.

- E. The district shall maintain only one personnel file for each SSP. Each SSP shall have the right to review the contents of her/his personnel file, with the exception of personal references received at the time of employment, and the right to be accompanied by an Association representative when reviewing her/his file. The SSP may submit a written response to any material in her/his file, the response to be attached to the relevant filed material.

- F. Each SSP shall review and receive copies of all employment related materials including, but not limited to, evaluations, written complaints, letters of commendation, and notes of discipline prior to placement in the employees personnel file.

ARTICLE VII
SENIORITY AND REDUCTION IN PERSONNEL

- A. Seniority will be based on last date of hire as a permanent SSP with the St. Johns Public Schools. SSP on approved unpaid leaves of absence for ninety (90) days and on layoff shall not accrue seniority during the unpaid leave or layoff, except personal or unpaid sick leave.
- During the month of October, the Superintendent or designee shall distribute a seniority list to the president and all building representatives. In the event more than one SSP has the same date of hire, seniority shall be determined by the lowest numerical order of the last four digits of each employee's social security number. Date of hire will be determined, effective July 1, 2003, as the first day of actual work for the permanent SSP.
- B. If the administration anticipates a reduction in staff or hours, it will discuss the matter with the Association before notice of layoff is to be given. In the event a reduction in the number of SSP becomes necessary because of declining student population or a lack of funds, etc., layoff shall be according to seniority (least senior SSP laid off first). SSP scheduled for layoff shall have the right to displace the least senior SSP employed for comparable hours per day in a position for which the SSP scheduled for layoff is qualified. SSP shall be given at least thirty (30) days written notice of layoff during the school year.
- C. When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee on layoff who is qualified for the vacancy being recalled first. If possible, recall shall be to a comparable position. SSP who are laid off shall be offered any vacant aide's position for which they are qualified before the Board posts the position. Notice of recall shall be sent to the employee at his/her last-known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of receipt of notice of recall, he/she shall be considered a quit. In proper cases exceptions may be made.
- D. The laid-off employee's name shall be maintained for two (2) years on a recall list.

E. Should an SSP position be eliminated, the Superintendent will discuss the matter with the Association and/or SSP holding that position at least thirty (30) days before the actual displacement is to take place if possible. The SSP holding that position shall be considered displaced and be given preferential opportunities regarding choice of new positions as follows:

- The displaced SSP will have first choice of all open positions, most senior displaced SSP first.
- Should there be a lack of opportunity for new positions, the displaced individual shall have first choice to displace the least senior SSP regardless of building assignment for which the SSP is qualified or opt to be maintained on a recall list for up to two years.
- Should the eliminated position be reinstated within two (2) years, the SSP who was initially displaced from said position shall be given the first opportunity to accept or reject the position. Notice of reinstatement shall be sent to the employee at his/her last known address by registered or certified mail.

It is the responsibility of the displaced SSP to contact the Superintendent or designee within ten (10) working days from the date of receipt of notice to accept or reject the position. In proper cases exceptions may be made.

F. An employee shall lose his/her seniority for the following reasons only:

1. The employee quits.
2. The employee is discharged and the discharge is not reversed through the procedure set forth in the Agreement.
3. The employee is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at the last-known address that he/she has lost his/her seniority. If any such case is not satisfactory, the matter shall be referred to the final step of the Grievance Procedure.
4. The employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
5. Failure to return from sick leave and leaves of absence will be treated the same as (3) above.

- G. New permanent employees hired in the unit shall be considered as probationary employees for the first forty five (45) days worked of their employment. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the first day of hire. There shall be no seniority among probationary employees.
1. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement, except discharged and disciplined employees for other than Association activity.
 2. Within a building, probationary employees may not be considered for permanent additional hours outside their current assignment in a building, unless no other SSP is available.
 3. A probationary employee shall receive paid leave or holiday pay during their probationary period.
- H. Whenever it becomes necessary to hire an individual to fill an "overload class" position, the individual filling the overload class will be considered a "temporary" even though the position may be longer than the 90 day "temporary" definition. This "overload class" individual shall be entitled to this contract's regular salary schedule, paid holidays, and paid time off according to this SSP contract. The "overload class" individual shall not accrue seniority within the Association based on this position and may not "pick-up" extra hours. If at anytime the individual leaves their "overload class" position for a position within the SSP bargaining unit, the SSP will be considered a probationary employee and follow Section G.

If the "overload class" individual should be an existing SSP adding on to his/her scheduled hours, the "overload" position will be considered a "temporary" assignment, even though it may be for longer than the 90 working days.

- I. The bargaining unit and management agree initially the basis for determining seniority and eligibility for longevity payments is the "student support personnel seniority listing will be updated annually to reflect changes to the bargaining unit. It is understood that the "seniority date" and the "hire date" as shown on the annual seniority listing reflects the most recent start date of the person within the bargaining unit with no breaks of employment as a member of this bargaining unit with the exception of Student Specific Aides hired prior to June 30, 2006, assigned seniority status on July, 1, 2006.

- J. Beginning July 1, 2006, all Student Specific Aides both previously and newly hired shall be entitled to full rights under this contract including accrual of seniority. On July 1, 2006 seniority ranking will be assigned to all Student Specific Aides hired prior to June 30, 2006 who do not have SSP seniority established through other SSP Class I or Class II permanent hours.

On July 1, 2006, the next unassigned rank of seniority will be assigned to the Student Specific Aide with the earliest original date of hire and so on until all Student Specific Aides have been assigned a seniority ranking. In the event more than one Student Specific Aide has the same date of original hire, seniority shall be determined by the lowest numerical order of the last four digits of each employee's social security number.

ARTICLE VIII
VACANCIES AND TRANSFERS

- A. During the school year, notice of posted vacancies will be provided to the SSP president, SSP vice-president, SSP secretary and one representative from each building as designated by the Association, within seven days of the known vacancy. Notices will be posted in the principals' offices and staff workrooms for a minimum of five (5) working days without mutual agreement between Association and Superintendent. Any SSP may apply in writing for the vacancy within five (5) working days of the posting date. Posted vacancies may not be filled during the five days of posting. During summer months, notice of posted vacancies will be provided to the SSP President, SSP vice-president, SSP secretary and each building representative. At the beginning of each school year, it will be the responsibility of the SSP President to provide the District Office with a list of names and addresses of the SSP President, SSP Vice President, SSP Secretary and each building representative. Applications must be made within fourteen (14) calendar days. All applicants shall receive written notification of the disposition of their application as soon as the decision is made.

- B. Vacancies shall be filled by the most qualified applicant. Given equal qualifications, internal candidates will be given first consideration. Seniority will take precedent if all other factors are equal for internal candidates. Internal candidates, whose applications are denied, shall be verbally informed of the reason for denial prior to filling of the position. Upon request, the district shall provide the student support personnel with reasons for denial in writing.

- C. The SSP and the building principal will work together to address permanent reassignment of duties. Any unrequested permanent transfer or reassignment shall be discussed with the employee prior to permanent reassignment. Discussion will be held in a timely manner with 30 days notice when possible.

- D. Upon approval of the building principals involved, work schedules may be adjusted for up to one (1) day to allow SSP to participate in a job shadow program involving other SSP positions. Job shadowing must be performed within the district and not exceed one experience per year. Compensation for SSP job shadow shall not exceed the hours of their

daily work schedule.

ARTICLE IX
WORKING CONDITIONS

- A. Prior to the end of each school year, each employee shall indicate to her/his immediate supervisor the number of hours she/he wishes to be assigned for the following year. Whenever possible, the SSP shall be assigned hours as requested. If additional hours are available in a building, an employee's request for additional hours will be honored on a seniority basis, providing the SSP is qualified for the duties to be assigned. Notification of changes in assignment thereafter will be made as soon as possible.

- B. When classes are canceled because of weather or other emergency conditions, SSP will be timely notified through regular channels when school is to be closed. In the event an employee reports to their assigned workstation because notification of school closing was untimely, the employee will be reimbursed one (1) hour pay. The same will hold true in regards to cancellation of a full day of work for field trips and assemblies, or for a student specific SSP whose assigned student is absent. SSP's will be paid for regular hours scheduled in case their workday is interrupted for a period during the day due to a field trip or assembly.

- C. SSP's will generally not be given full responsibility for students in the classroom. In the event an SSP is needed for short-term coverage, that coverage should not exceed one hour. The SSP shall not be required to perform as a certified substitute teacher unless they hold a teaching degree.

- D. No SSP shall be required to perform personal errands and tasks for other members of the staff.

- E. The school year for all SSP's shall be the same as that for students. By mutual agreement between the employee and the appropriate administrator, the SSP may work additional days beyond her/his normal school year.

F. If temporary hours/new hours become available during a normal school day, the time shall be assigned based on seniority and availability to perform the needed services without undue disruption to the teacher/student schedule of service. In cases of true emergency, the building principal may reassign or alter duties during regularly scheduled work hours.

G. Break Times:

3 hours	-	15 Minutes
4 hours	-	20 minutes
5 hours	-	25 minutes
6 hours and above	-	30 minutes total

Break times will be paid at the highest rate of pay worked by the SSP.

- H. SSP's will be paid for a minimum of one (1) planned in-service session at highest hourly rate of pay of current assignment. Any other in-service days to be paid if deemed necessary by Administration.
- I. If building principals require any SSP to attend any staff meetings, open houses, M-Teams, SST's, IEPC's, parent/teacher conferences, etc., that are not part of the SSP's regular work day, the SSP shall be compensated at their regular hourly rate of pay. SSP's will be paid for attending professional development classes when approval is granted by the building principal and superintendent and proper reimbursement request forms are filed with the business office.
- J. SSP shall have access to a telephone for their reasonable use, which shall not interfere with their normally assigned duties.
- K. No SSP shall be required to work less than one and one-half (1.5) total hours per day in the district to maintain employment. If other employment is accepted, SSP employment may be less than 1.5 hours.
- L. Any SSP that works a full school day shall be entitled to pay if additional time is added to

the school day, at the discretion of the Principal.

- M. Any SSP that is required to report for meetings (IEP's, etc.), which are not contiguous to their normal work hours, shall be paid for one hour or the time worked outside their normal working day, whichever is less, in addition to their regular work day. During unutilized paid time, duties may be assigned by the principal.
- N. When possible, an SSP who wishes to be an internal substitute for another permanent SSP, he/she will assume all of the duties and responsibilities of that position for that day. If it is necessary to split SSP assignments to provide coverage, every effort will be made to limit disruption to scheduled student services.
- O. Whenever possible, SSP's will be responsible for contacting their own substitute. If a sub cannot be found after at least two (2) attempts, or if an emergency prevents the SSP from locating a sub, she/he will call (or have someone call) the building principal or principal's one designee.
- P. All substitutes for the SSP positions must be approved for employment by a building principal prior to being added to the substitute list. All long term (more than five (5) days) substitute assignments must be approved by the building principal. At the beginning of each school year, the district office will provide each building secretary with a current SSP substitute list (updated as needed).

ARTICLE X
LEAVES OF ABSENCE

A. Leaves With Pay

1. Paid Time Off

- a. Each employee shall be granted one (1) hour paid time off for each fifteen (15) hours worked, accumulative to a total of 460 hours. SSP will be notified at the beginning of each school year of the number of accumulated paid time off hours.
- b. Paid time off hours may be used for personal illness, accidental injury, disability or for funeral or immediate family illness or support. More than 5 consecutive days for family illness or support must be approved by building principals or Superintendent.
- c. An employee may request make-up pay for any deduct day due to personal illness, accidental injury, disability or funeral if they have accumulated paid time off by the end of the school year.
- d. A physician's statement and/or verification may be required in cases of chronic illness and/or absences in excess of three (3) or more consecutive workdays.
- e. Should school be cancelled during a time for which an SSP had pre-arranged an absence utilizing their paid time off, the SSP will still be allowed to apply these hours to their absence.

2. Bereavement Leave. SSP shall be granted up to the equivalent of three (3) days paid leave not chargeable against paid time off when a death occurs in the employee's immediate family. Immediate family is defined as parents, stepparents, parents-in-law, brothers and sisters, spouse, children, stepchildren, and son- and daughter-in-law, sister- and brother-in-law, grandparents and grandchildren. In the event of the death of the employee's spouse or child, an additional three (3) days chargeable against paid time off may be used.

3. Each employee is entitled to use paid time off hours, the equivalent of their daily hours of work, up to three (3) days without the Superintendent's prior approval except in cases of severe illness, family emergency, etc. Request for paid time off days shall not require explanation and shall be made forty-eight (48) hours in advance whenever possible. Paid time off days are not to be used immediately before and after paid holidays or vacations, unless approved by the Building Principal or Superintendent.
4. Court Appearance/Jury Duty/Judicial Proceedings. An employee called for jury duty or subpoenaed as a witness in any judicial proceedings shall receive a normal day's pay less any amount paid by the court for jury duty or less any amount to which the employee is entitled as a witness.

B. Leaves Without Pay

1. Reasonable requests for leave of absence without pay shall be granted by the Board for:
 - a. Parental Leave
 - b. Ill Health
 - c. Illness in Family
 - d. Education
2. Other reasonable requests for leaves of absence without pay may be granted by the Building Principal after consultation with the Superintendent.
3. An SSP returning from unpaid leave of absence shall be returned to her/his same position; or, if that position has been abolished, to a comparable position.

C. Family Medical Leave Act

It is understood that the Family Medical Leave Act of 1993 does not abrogate the rights of the parties under this Collective Bargaining Agreement. Where additional benefits are extended by the Act to the employees, the district will honor those additional benefits. Where certain employer rights are also granted in connection with those additional benefits,

the district shall be free to exercise those rights. To the extent that leave of absences are granted under this contract whether paid or unpaid, it is the intent of the parties that the rights granted there under will serve to satisfy the requirements of the Family and Medical leave Act provisions, to the extent applicable by law. All applications for Family and Medical Leave Act leaves will comply with Board policy.

ARTICLE XI
COMPENSATION

- A. All employees will be paid their hours worked upon submission of approved time sheets; with the district's schedule of pay dates and corresponding pay periods and or work weeks.
- B. SSP required to work more days per year or more hours per day than their regular assignment shall be paid straight time for the additional hours. In the event an employee works in excess of eight (8) hours in a day, that SSP will be paid at time and one half for all hours over eight (8) in a day or forty (40) in a week.
- C. When a Class I employee is acting as a substitute for a Class II employee the Class II rate shall be paid.
- D. SSP's will be compensated for the first three days of scheduled instruction effective 2009-10 that are canceled due to conditions not within the control of school authorities such as severe storms, fires, health conditions, etc.
- E. In the event there is a delay or early release due to inclement weather or other conditions, SSP's will be compensated for their regular schedule up to two (2) hours of missed work. Compensation is limited to a maximum of two (2) such events per school year.
- F. Employees may be required to report for work on days when school is canceled and will receive compensation, per this contract, for such additional time worked.
- G. In the event that during the life of this agreement, it becomes lawful for the purpose of state membership aid to count as days of pupil instruction days when pupil instruction is not provided due to conditions not within the control of school authorities, such as, due to severe storms, fires, epidemics, or health conditions, or physical plant malfunction, it is agreed that the employee shall be excused from reporting to duty without loss of pay. Days lost due to school closings under this eventuality shall not be rescheduled, unless otherwise

required by state law to qualify for state aid.

- H. Any SSP having worked for the St. Johns Schools as an SSP for ten (10) consecutive calendar years shall be entitled to 135 hours of accumulated paid time off; fifteen (15) consecutive calendar years 160 hours; twenty (20) consecutive calendar years 185 hours. The hourly rate shall be determined by the average of their Class I, II and III assignment on April 1 of the year employment is terminated. Employees must notify the Superintendent and thirty (30) calendar days notice is required. Payoff will be at the current year's rate.
- I. SSP shall be allowed to transfer accrued paid time off when transferring to another contract unit within the system, unless the receiving unit prohibits such transfer. Seniority rights are not transferable.
- J. The Employer shall provide term life insurance coverage in the amount of ten thousand dollars (\$10,000) for each SSP working 30 hours per week or more **or** with ten years or more seniority as of the beginning of the school year. The coverage shall be provided without cost to the employee for the months of active employment and the succeeding summer months of July and August if the employee has completed a full work year or is assured of continuing employment in the same capacity for the succeeding work year. Otherwise, the coverage will terminate when the employee terminates or commences an unpaid leave of absence of thirty (30) calendar days or more.
- K. SSP whose positions require new skill acquisition to meet ever changing job requirements, or SSP in need of remediation of job skills, shall be entitled to enroll in available CCRESA courses without charge, following administrative approval.

HOLIDAYS

Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Mid-Winter Break and Memorial Day will be paid holidays. The amount paid shall be based upon the SSP's regularly scheduled number of hours and class rate/s for the day of the week upon which the paid holiday falls. The employee must work the last scheduled day before and the first scheduled day after the holiday to receive the

holiday pay, unless on authorized paid leave.

ARTICLE XII
MISCELLANEOUS

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Association. This agreement is subject to amendment, deletions, alteration or additions, only by a subsequent written agreement between, and executed by, the Board and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

- B. Any individual contract between the Board and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

- C. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms.

- D. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue to full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all SSP now employed or hereafter employed.

- F. The District Office shall notify the Association President of the name and assignment of any newly hired SSP as soon as the employee is hired.

- G. The Association and Board recognize that strikes and other forms of work stoppages by SSP are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any personnel take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any SSP to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

- H. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- I. Athletic passes will be issued yearly, at the beginning of the school year, to all SSP's scheduled to work more than two hours per day.

DISCRIMINATION

The St. Johns Public School District Board of Education is committed to a policy of nondiscrimination with regard to religion, race, color, national origin, age, sex, height, weight, marital status or physical handicap. This policy shall prevail in all of its policies

concerning staff, students, educational programs and services, and individuals and companies with whom the Board does business. The staff shall establish and maintain an atmosphere in which students can develop attitudes and skills for effective and cooperative living in a complex society, including:

- Respect for the individual regardless of economic status, intellectual ability, race, national origin, religion, sex, age or physical handicap.
- Respect for cultural differences.
- Respect for economic, political, and social rights of others.
- Respect for the right of others to seek and maintain their own identities.

The Board and staff shall, to the extent possible, work with other institutions and agencies to improve human relations in the schools and to create channels through which citizens can communicate their human-relations concerns to the Board and its employees. In addition, arrangements can be made to insure that the lack of English language skills is not a barrier to admission or program participation.

In order to facilitate the evaluation of current practices, to investigate complaints, to answer inquiries, and to guide implementation of compliance efforts, the Assistant Superintendent of Schools has been appointed the local nondiscrimination coordinator. All questions, requests for information, or complaints relating to discrimination in the St. Johns Public School District should be addressed to this person, located in the District's Central Office.

ARTICLE XIII
EVALUATIONS

- A. SSP will be evaluated at least once by April 30th during their first year of employment or when transferring to a new building. SSP's returning to their same building will be evaluated at least once every three years by April 30th.

- B. At least one evaluation shall be reduced to writing and will be discussed with the employee. Before any evaluation is made part of an employee's permanent record, the employee shall have a chance to add statements of other information to the evaluation and shall sign her/his evaluation as an indication that she/he has seen it.

- C. Evaluations, in the form of a letter or use of the current evaluation form, shall be based on job descriptions. In the event the employee's performance is evaluated as deficient in some area, the Administration shall give the employee written suggestions, assistance, and a reasonable time to correct said deficiency.

ARTICLE XIV
GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of a written term or provision contained in this Agreement.
2. The term "SSP" includes individuals or groups who are members of the bargaining unit covered by this Agreement.
3. The "grievant" is the person or persons making the claim.
4. The term "days" shall be interpreted as meaning working school days unless otherwise stipulated.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to a claim of the grievant. Both parties agree that these proceedings shall be kept confidential at each level of this procedure. No reprisals of any kind shall be taken against any SSP for participation in any grievance proceeding.

C. Structure

1. There shall be one or more Association Representatives for each school building who shall be recognized as official representatives of the Association in grievance procedures.
2. The grievant(s) and the Association Representative shall be released from duty with no loss of pay to attend grievance meetings and hearings scheduled by the Administration or Board during the working day of the grievant(s) and representative.
3. The Association shall establish a Grievance Committee. In the event that any member of the Committee is a party in interest to any grievance, he/she shall disqualify himself and a substitute be named by the Association.
4. Written grievances as required herein shall contain the following:
 - a. it shall be signed
 - b. it shall be specific
 - c. it shall contain a synopsis of the facts giving rise to the alleged violation
 - d. it shall cite the section or subsections of this contract alleged to have been violated
 - e. it shall contain the date of the alleged violation
 - f. it shall specify the relief requested
 - g.

D. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the Association and the Administration. Any grievance not answered within the time limits by the Board may be advanced to the next step by the Association and/or grievant. Any grievance not pursued by the Association or the grievant within the time limits shall be deemed settled on the basis of the Board's last response. In the event a grievance is filed on or after May 1, which is left unresolved until the beginning of the following school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practical.

1. Level One (Principal)

A grievant and his/her Association Representative alleging a violation of the express provisions of this contract shall within ten (10) days of the occurrence or knowledge of the event upon which the grievance is based, shall orally discuss the grievance with the immediate supervisor or his/her designee in an attempt to resolve same.

The decision of the immediate supervisor or his/her designee shall be rendered, in writing, within three (3) days of the discussion.

If the grievance is filed by SSP from more than one (1) building, the grievance may be filed at Level Two.

2. Level Two (Superintendent)

If the aggrieved person is not satisfied with the disposition of the grievance at Level One or if no written decision has been rendered within three (3) days after presentation of the grievance and the Grievance Committee decides this is a legitimate grievance, it shall reduce the grievance to writing and file an appeal with the Superintendent or his designated agent within eight (8) days of the Level One disposition. The Superintendent or his designated agent shall sign and date the grievance. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association Representative(s), at the option of the grievant, to discuss the grievance.

Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association President, the Association Secretary, and the employee's immediate supervisor.

3. Level Three (Board)

In the event the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) days after presentation of the grievance to the Superintendent or his designated agent, it may file an appeal with the Board and/or their designated agent within ten (10) days of the Level Two disposition. This appeal shall be in writing and shall be accompanied by a copy of the appeal and decision at Level Two. The Superintendent or the designated agent shall sign and date the grievance. Within five (5) days of the receipt of the grievance, a meeting shall be scheduled to be held within fifteen (15) days of receipt of the grievance between the Board or a committee of the Board and the grievant and/or the designated Association Representative to discuss the grievance. Within five (5) days after the next scheduled Board meeting, the Board or its designated agent shall render its decision in writing, transmitting a copy of its decision, in writing, to the grievant, the Association, the employee's immediate supervisor, and the Superintendent.

4. Level Four An individual grievant shall not have the right to process a grievance at Level Four.

- a. In the event the Association is not satisfied with the disposition of the grievance at Level Three, or if no disposition has been rendered within the time lines for decision at Level Three, it may within twenty (20) days after the decision of the Board or their designated agent, refer the matter for mediation to the Michigan Employment Relations Commission in writing and request the appointment of a mediator to hear the grievance.
- b. Each party shall submit to the other party not less than three (3) days prior to the hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing. Neither party may raise a new defense or ground at the mediation session not previously raised or disclosed to the other party.
- c. Neither party shall be bound by the mediator's decision or recommendation; however, the purpose and intent of the parties is to encourage to the fullest degree friendly and cooperative relations among all employees.

E. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.

F. Miscellaneous

1. Where the grievant is the Association and the grievance involves a matter of Association rights, Level One may be set aside by mutual agreement of those involved at Level One and the grievance will then be advanced to Level Two. If no mutual agreement is reached on setting aside Level One, the grievance will proceed at Level One within the prescribed time limits.
2. A grievance may be withdrawn at any level without prejudice or record.
3. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files to the participants.

ARTICLE XV

DURATION OF AGREEMENT

This Agreement shall become effective retroactively upon July 1, 2008 and shall continue in effect through June 30, 2011.

St. Johns Student Support
Personnel Association

St. Johns Public Schools
Board of Education

By _____
President, Chris White

By _____
President

By _____
Vice President, Jackie Mitosinka

By _____
Secretary

By _____
Secretary, Joann Prohaska

Date _____

Date _____

APPENDIX A

SALARY SCHEDULE

<u>Class I</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Step 1	9.02	9.25	9.52
Step 2	10.04	10.29	10.60
Step 3	11.62	11.91	12.27
<u>Class II</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Step 1	9.60	9.84	10.13
Step 2	10.64	10.91	11.24
Step 3	12.37	12.68	13.06
<u>Class III</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Step 1	9.97	10.22	10.53
Step 2	11.02	11.30	11.63
Step 3	12.74	13.06	13.46

Substitute Rate of Pay - \$8.75 flat rate

Steps – For the purpose of calculating steps, anyone hired on or before January 15th of a school year will be placed on the first step for the current school year. Any SSP hired after January 15th will be placed on the first step for the remainder of the current school year and the next school year.

Longevity – For the purpose of calculating longevity, beginning with the school year 2009-2010 anyone hired on or before January 15th of a school year will be granted that time as a full year of service.

- Beginning with the 2010-2011 school year any SSP who has worked seven or more consecutive years but less than ten years for St. Johns Public Schools, shall be entitled to longevity pay at a rate of twenty cents per hour.
- Beginning with the 2008-2009 school year, any SSP who has worked ten or more consecutive years but less than fifteen consecutive years for St. Johns Public Schools shall be entitled to longevity pay at a rate of thirty cents per hour. (See Note)
- Any SSP who has worked fifteen or more consecutive years for St. Johns Public Schools shall be entitled to longevity pay at a rate of forty cents per hour.
- Eligibility is based on the Seniority List dated 12/7/90, updated, and on full years of service at the beginning of the school year. Longevity payments shall be made only to SSP actively

employed.

Note: It is the responsibility of the employee to notify the superintendent of any adjustment to longevity that is based on consecutive years of service to St. Johns Public Schools. These years can be accrued in other departments by the employee on a continuous schedule for the year. Substituting does **not** apply toward accruing longevity. The superintendent will initiate a pay change schedule and submit to the payroll office.

Testing/Certification

- Class II and III shall, at a minimum, meet the federal and state highly qualified paraprofessional guidelines as defined and revised. This standard applies to all Class II and III positions without limitations. Employees who do not meet the highly qualified guidelines may apply for a Class I position for which they are qualified.

APENDIX B

CURRENT CLASS DESIGNATIONS

Class I

- Lunchroom
- Playground
- Scheduled Substitute for Secretary (Breaks & Lunches)
- Grading Tests
- Counting Lunch Money
- Workroom
- Substitute Secretary

Class II

- Media Center
- Combination Room
- Overload Room
- Learning Resource (Special Education)
- Supervision of Student Testing and/or Make-up Activity
- Title I
- At-Risk: 31A
- Direct supervision of students in a classroom situation
- Medication supervision and/or distribution
- Student Specific (effective July 1, 2006)

Class III Beginning July 1, 2006

- Wilson Center Nursery Coordinator
- District Media Database & File Server Manager

APPENDIX C

CONTRACT DEFINITIONS

STUDENT SPECIFIC: Refers to any SSP hired by the district to work solely with a specific student. When said student leaves the district or no longer requires said service that SSP position will be terminated.

TEMPORARY: Refers to any employee that is hired by the district to work in an assignment for less than 90 working days or as otherwise specifically defined within this contract.

PERMANENT: Refers to any SSP, position, or hours not specifically defined within this contract as TEMPORARY.

VACANCY: Shall be defined for purposes of this agreement as a position within the bargaining unit that is newly created or that is unoccupied by reason of employee transfer or the permanent separation (by resignation, death, discharge, etc.) of the employee formerly in the position.

DRESS CODE: Proper dress from all staff is expected throughout the school year. Clothing that is torn, worn or revealing is never appropriate. The Board acknowledges dress-down Fridays as accepted blue jean days. Any day that an SSP works at least ½ or more of their regularly scheduled hours on the playground and/or lunchroom may wear blue jeans to work. Denim apparel is acceptable.

INTERNAL SUBSTITUTE: Refers to any permanent SSP who is currently employed by the district who temporarily replaces another permanent SSP within the district. All Class II and Class III substitutes must be highly qualified.

EXTERNAL SUBSTITUTE: Refers to any SSP who is listed on the approved SSP Sub List who temporarily replaces a permanent SSP. All Class II and Class III substitutes must

be highly qualified.

APPENDIX D

ST. JOHNS PUBLIC SCHOOLS Student Support Personnel GRIEVANCE FORM

LEVEL ONE - PRINCIPAL

GRIEVANT/S NAME

BUILDING/S

DATE & LOCATION FILED

DATE RECEIVED BY PRINCIPAL (OR DESIGNATED AGENT)

DATE DISCUSSION HELD BETWEEN THE GRIEVANT AND PRINCIPAL (OR DESIGNATED AGENT)

STATEMENT OF GRIEVANCE

CONTRACT ARTICLES ALLEGED TO HAVE BEEN VIOLATED

DATE OF VIOLATION

REMEDY REQUESTED

PRINCIPAL'S RESPONSE

DATE RETURNED TO GRIEVANT

LEVEL TWO - SUPERINTENDENT

DATE RECEIVED BY SUPERINTENDENT (OR DESIGNATED AGENT)

DATE MEETING HELD BETWEEN THE GRIEVANT (AND/OR DESIGNATED ASSOCIATION REPRESENTATIVE) AND SUPERINTENDENT (OR DESIGNATED AGENT)

SUPERINTENDENT'S RESPONSE

DATE RETURNED TO GRIEVANT, ASSOCIATION, & LEVEL ONE RESPONDANT

LEVEL THREE – BOARD (OR DESIGNATED AGENT)

DATE RECEIVED BY BOARD (OR DESIGNATED AGENT)

SIGNATURE OF SUPERINTENDENT (OR DESIGNATED AGENT)

DATE MEETING HELD BETWEEN BOARD AND GRIEVANT (AND/OR ASSOCIATION REP)

BOARD'S RESPONSE

DATE RETURNED TO GRIEVANT, ASSOCIATION, LEVEL ONE RESPONDANT & SUPERINTENDENT

LEVEL FOUR – MEDIATION BY REQUEST OF THE ASSOCIATION

DATE RECEIVED BY ASSOCIATION

DATE APPEALED FOR MEDIATION

DATE PRE-HEARING STATEMENT RECEIVED BY BOARD (OR DESIGNATED AGENT)

DATE PRE-HEARING STATEMENT RECEIVED BY ASSOCIATION

DATE MEDIATION HEARING HELD

RESOLUTION

