

**ST. JOHNS PUBLIC SCHOOLS
STUDENT SUPPORT PERSONNEL
MASTER AGREEMENT
2012-2014**

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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.
- C. 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 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 - EMPLOYEE RIGHTS AND PROTECTION, EVALUATIONS

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.
- C. No SSP shall be reprimanded or disciplined without just cause.
 - 1. Failure to meet job expectations, alleged misconduct, alleged breaches of discipline, or complaints against SSP shall be brought to the SSP's attention in private within ten (10) working days of the incidence whether accumulated or specific or shall be dropped.
 - a. The SSP shall have the right to have an Association representative or another SSP present as observer whenever reprimand or disciplinary actions are contemplated.
 - i. The representative or SSP observer shall be witness only in this procedure.
 - ii. Upon request for such representation or observation, the reprimand or disciplinary action shall be delayed up to a maximum of forty-eight (48) hours to allow the SSP representative or SSP observer to be present.
 - b. If the SSP believes the complaint, reprimand or disciplinary action is unwarranted and/or unjust, he/she shall have three (3) school days to provide evidence and/or witnesses to support their position.
 - c. 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.
 - 2. 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.
 - 3. Any such action shall be subject to the Grievance Procedure herein.
- 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 employee's personnel file.

EVALUATIONS

- G. Evaluations shall be conducted by the building principal or the building assistant principal and/or the educational program administrator and any teacher/s the SSP primarily works for and with.
1. SSP will be evaluated during the first calendar year of employment.
 - a. Subsequent to the first evaluation, evaluations will be performed every two (2) years.

Exception: Should an SSP's overall job performance be deficient or unsatisfactory, an evaluation will be performed in the following year.
 2. The current District SSP evaluation form will be used.
 3. The evaluation shall evaluate the SSP's performance in each of her/his SSP responsibilities.
 4. All evaluations shall be reduced to writing, will be discussed with the SSP, and be placed in the SSP's permanent employee file.
 - a. Before any evaluation is made part of an SSP's permanent record, the SSP shall have a chance to add a statement of response or other information to the evaluation and shall sign her/his evaluation as an indication that she/he has seen it.
 - b. In the event the employee's performance is evaluated as deficient in some area, the Administrator shall give the employee written suggestions, assistance, and a reasonable time as stated in the evaluation to correct said deficiency. In all cases, follow-up shall occur and resolution shall be reduced to writing.

ARTICLE VI - WORKING CONDITIONS

Responsibilities & Rights, Schedules, Substitutes, Professional Development/ In-Services, Leaves of Absence, Family Medical Leave Act, Dress Code

RESPONSIBILITIES & RIGHTS

- A. SSP will generally not be given full responsibility for students in the classroom or equivalent thereof.
 - 1. In the event an SSP is needed for short-term coverage, that coverage should not exceed one hour.
 - 2. The SSP shall not be required to perform as a certified substitute teacher unless they are registered in PESG.
- B. 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.
- C. No SSP shall be required to perform personal errands and tasks for other members of the staff.
- D. SSP shall have access to a telephone for their reasonable use, which shall not interfere with their normally assigned duties.

SCHEDULES

- E. In general, the school year for all SSP shall be the same as that for students. By mutual and prior agreement between the employee and the appropriate administrator, the SSP may work additional days outside the academic school year.
- F. No SSP shall work less than one and one-half (1.5) total hours per day in the district to maintain employment. If other SJPS employment is accepted, SSP employment may be less than 1.5 hours.
- G. No SSP shall be required to be 'off-clock' for ten (10) minutes or less during a scheduled work day. Responsibilities will be assigned for times of ten (10) minutes or less between other job responsibilities or be considered transitional supervision times.
- H. 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.
- I. 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 the shadower's typical daily work schedule.

SUBSTITUTES

- J. Generally an SSP who wishes to be an internal substitute for another permanent SSP will assume all of the duties and responsibilities of that SSP for that day. If it is necessary or beneficial to split SSP assignments to provide coverage, every effort will be made to limit disruption to scheduled classroom support and/or student services.
- K. SSP will be responsible for providing their own substitute when absent or when accepting another SSP's responsibilities unless reassigned during their work day.
 - 1. The district office will maintain a current approved SSP substitute list. All SSP substitutes must be obtained from this list.
 - 2. If a sub cannot be found after at least two (2) attempts, or if an emergency prevents the SSP from contacting a sub, she/he will call (or have someone call) the building principal or principal's one designee.
 - 3. All long term (more than five (5) days) substitute assignments must be approved by the building principal.

PROFESSIONAL DEVELOPMENT/ IN-SERVICES

- L. SSP will participate in a minimum of one (1) professional development or planned in-service session scheduled by their building principal, program administrator or the superintendent per school year. SSP will also participate in any professional development required by changes in program regulations or deemed necessary by Administration.
 - 1. SJPS will pay expenses for all required professional development.
 - 2. Any professional development session will be a minimum of one (1) hour.
 - 3. SSP will be paid at their highest rate of pay.
 - 4. SSP will be reimbursed and paid for attending additional professional development classes when pre-approval is granted by the building principal and superintendent and forms are filed with the business office.

LEAVES OF ABSENCE

- M. Reasonable requests for leave of absence for more than 61 instructional days without pay shall be granted by the Board for:
 - 1. Parental Leave
 - 2. Ill Health
 - 3. Illness in Family
 - 4. Education
 - 5. Other reasonable requests determined by the Superintendent
- N. Short- term requests for leaves of absence without pay for 60 instructional days or less may be granted by the Building Principal after consultation with the Superintendent.
- O. In the event a position is eliminated while an SSP is on leave regardless of duration, when the SSP returns from the leave of absence they will be considered laid-off as of their planned return date and have the options available to laid-off SSP under the current contract.

FAMILY MEDICAL LEAVE ACT

- P. 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.

DRESS CODE

- Q. 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.

ARTICLE VII - COMPENSATION

General, Accrual & Use of Paid Time Off Hours, Terminating Employment & Payout of PTO Hours, Holidays, Bereavement Leave, Court Appearance/Jury Duty/Judicial Proceedings, Dues, Fees & Payroll Deductions, Life Insurance

GENERAL

- A. Athletic passes will be issued yearly, at the beginning of the school year, to all SSP.
- B. All employees will be paid their hours worked upon correct submission of approved time sheets aligned with the district's schedule of pay dates and corresponding pay periods and or work weeks.
- C. When a Class I employee is acting as a substitute for a Class II employee the Class II rate shall be paid.
- D. The annual Temporary 10 day SSP position supporting Kindergarten instruction shall be paid at Class II, Step I rate of pay.
- E. SSP shall be compensated at their highest rate of pay for any paid breaks and for any required in-services, professional development, staff meetings, open houses, M-Teams, SSTs, IEPs, Parent/Teacher conferences, orientations, etc. that are not part of the SSPs regular work day.
 - 1. 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 the required time needed or a minimum of one (1) hour in addition to their regular work day. If needed for less than one (1) hour, duties may be assigned by the principal for the balance of the hour.
- F. In the event an SSP's regular schedule is interrupted due to a field trip, assembly, absent Student Specific, etc., the SSP will be reassigned other temporary responsibilities for that time period and will be paid for their regularly scheduled hours.
- G. When pupil instruction is not provided due to conditions not within the control of school authorities, such as severe storms, fires, epidemics, health conditions, or physical plant malfunction whether a complete day, delay or early closure, it is agreed that the employee shall be excused from reporting for duty for that day, delay or early closure time without loss of pay.
 - 1. In the event that any pupil instruction time lost due to school closings, delays or early closures must be rescheduled as required by state law to qualify for state aid, SSP will not be paid for said time lost but will be required to report and be paid for the day or time as rescheduled.
 - 2. Assuming safe conditions for the employee, SSP may be required to report for work during a closure if the SSP is scheduled to accomplish a task that is time sensitive.
- H. 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.

ACCRUAL AND USE OF PAID TIME OFF HOURS

- I. SSP shall be granted one (1) hour paid time off for each fifteen (15) hours worked, accumulative to a total of 460 hours.
- J. SSP are only entitled to use PTO hours that are accumulated prior to an absence.
- K. PTO days are not to be used immediately before or after paid holidays or breaks unless approved in advance by the Building Principal, Superintendent or Program Administrator.
- L. Paid time off hours may be used for personal illness, accidental injury, disability, funerals, immediate family illness and support, or personal business.
 - 1. SSP are entitled to use paid time off hours without explanation the equivalent of their daily hours of work up to three consecutive (3) days without prior approval. Whenever possible, notice shall be given to the building principal forty-eight (48) hours in advance.
 - 2. More than three (3) consecutive days of paid time off must be approved in advance by the building principal or the Superintendent except in cases of severe illness, family emergency, etc.
 - 3. A physician's statement and/or verification may be required in cases of chronic illness, absence in excess of three (3) or more consecutive workdays when not approved in advance, or extended leaves of absence.
- M. 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.

TERMINATING EMPLOYMENT & PAYOUT OF PTO HOURS

- N. Any SSP having worked for St. Johns Public 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 shall be entitled to 160 hours of accumulated paid time off.
 - Twenty (20) consecutive calendar years shall be entitled to 185 hours of accumulated paid time off.
 - Payoff will be at the current year's rate. The hourly rate shall be determined by the average of their Class I, II and III assignment on April 1st of the year employment is terminated.
 - Employees must notify the Superintendent. Thirty (30) calendar days notice is required unless otherwise negotiated with the Superintendent.

HOLIDAYS

- O. Thanksgiving Day, the day after Thanksgiving Day, the first two (2) days of Christmas 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 their last scheduled day before and their first scheduled day after the holiday to receive the holiday pay, unless their absence on that or those days is pre-approved.

BEREAVEMENT LEAVE

- P. SSP shall be granted bereavement leave without loss of pay when a death occurs in the employee's family as follows:
 - Three (3) days granted without loss of pay for death of parents, stepparents, parents-in-law, brothers, sisters, spouse, children, stepchildren, sons and daughters-in-law, sisters and brothers-in-law, grandparents, and grandchildren.
 - In the event of the death of the employee's spouse, child, or step-child, accumulated PTO hours may be used for ten (10) additional days with notification to appropriate administrator.

COURT APPEARANCE, JURY DUTY, JUDICIAL PROCEEDINGS

- Q. An SSP called for jury duty or subpoenaed as a witness in any judicial proceeding shall receive their scheduled day/s pay. Any amount received by the SSP for being a witness or for serving on jury duty shall be signed over to the SJPS payroll office when received.

DUES, FEES, PAYROLL DEDUCTIONS

- R. 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, and charitable donations approved by the Board.

LIFE INSURANCE

- S. The Employer shall provide term life insurance coverage in the amount of ten thousand dollars (\$10,000) for each SSP with ten years or more seniority as of the beginning of the school year and for any SSP receiving the benefit during the 2011-2012 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.

ARTICLE VIII – SENIORITY, PROBATION FOR NEW SSP

SENIORITY

- A. Seniority will be based on employee's first day of work as a permanent SSP with St. Johns Public Schools. In the event more than one SSP has the same start date, seniority shall be determined by the lowest numerical order of the last four digits of each employee's social security number.
1. SSP on approved unpaid leaves of absence for more than ninety (90) instructional days in an academic year will not accrue seniority for that year, unless utilizing PTO or unpaid sick leave in which cases seniority shall accrue for up to one calendar year.
 2. SSP on layoff for more than ninety (90) instructional days in an academic year will not accrue seniority for that year.
 3. The SJPS Business Office will provide the SSP Association president the current SSP seniority list upon request.
- B. An SSP shall lose his/her seniority and SSP employment with SJPS will be terminated for the following reasons only:
1. The SSP quits.
 2. The SSP is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
 3. The SSP is absent for four (4) consecutive working days without notifying the Building principal or designee, or obtaining a substitute.
 - a. In proper cases, exceptions shall be made.
 - b. After such absence, SJPS will send written notification by certified mail to the SSP at the last - known address that he/she has been terminated.
 4. An SSP 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 leaves of absence as agreed to prior to the leave will be treated the same as (3) above.
- C. Student Specific SSP and Overload SSP shall be entitled to full rights under this contract including accrual of seniority with the exception of limiters as defined in this agreement.
- D. The bargaining unit and management agree the basis for determining seniority is the "student support personnel seniority listing" 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. Overload SSP rehired for the 2012-13 academic year will be assigned seniority status based on the employee's first day of work for the 2012-13 academic year.
- E. Seniority rights are not transferable to other contract units within the district.

PROBATIONARY PERIOD FOR NEW SSP

- F. New SSP hired by SJPS shall be considered as probationary employees for the first forty-five (45) days worked of their employment. When an SSP adequately completes the probation period, he/she shall be entered on the SSP seniority list and shall rank for seniority from the first day worked.
1. There shall be no seniority among probationary SSP.
 2. 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.
 3. During their probation period, a probationary employee shall begin accruing PTO hours from the first day worked and can use PTO hours and /or shall receive pay for leaves of absence, holidays, closed days, etc. as defined in this Agreement.
 4. Probationary employees may not be considered for additional permanent SSP hours beyond their probationary SSP assignment unless no other SSP in the building is qualified for, willing, and able to accept those hours.

ARTICLE IX - VACANCIES/ NEW POSITIONS, ADDITIONAL HOURS, TEMPORARY POSITIONS

VACANCIES/NEW POSITIONS

- A. Any SSP vacancy or newly created SSP position must be offered to SSPs on the SSP recall list following the procedures, terms and conditions stated in this Agreement. If the position remains unfilled after following the procedures, terms and conditions stated in this Agreement, it must be posted to the SJPS website and emailed to all SJPS employees within 7 days of the vacancy. Postings will also be displayed in each SJPS school main office and primary staff workroom until the position is filled.
 - 1. During the school year vacancies must be posted a minimum of five (5) school days prior to being filled.
 - 2. During summer months vacancies must be posted a minimum of ten (10) business days prior to being filled.
 - 3. All internal applicants shall receive written/electronic notification of the disposition of their application as soon as the decision is made.
- B. Vacancies shall be filled by the most qualified applicant.
 - 1. Given equal qualifications, internal candidates will be offered the position before external candidates.
 - 2. Given multiple internal candidates with equal qualifications, seniority will take precedence.
 - 3. Internal candidates whose applications are denied shall be verbally informed of the reason/s for denial within five (5) days of filling of the position. Upon request the SSP shall receive the reason/s for denial in writing.

ADDITIONAL HOURS

- C. If temporary hours/new hours become available during a normal school day, the time shall be assigned to SSP on 'down time' or 'off clock' time based on seniority and availability to perform the needed services without undue disruption to the teacher/student schedule of service, then to other SSP based on seniority. In cases of true emergency, the building principal may reassign or alter SSP duties during regularly scheduled work hours.
- D. When additional hours become available in a building due to scheduling changes or additional need, 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.

TEMPORARY POSITIONS

- E. Administratively, there may be times when new temporary positions are spontaneously created to meet an immediate need for a short time. Should the short term temporary position last longer than 90 days, the position shall be posted and filled.
- F. The SJPS Payroll department shall provide the SSP Association President a copy (print or digital) of the normal schedule timesheet template of any newly hired SSP upon request.

ARTICLE X - LAY-OFFS, REDUCTION OF HOURS, TRANSFERS, RECALLS

LAY-OFFS, REDUCTION OF HOURS

- A. If the administration anticipates a reduction in staff or hours or the elimination of an SSP position, it will discuss the matter with the Association before notice of layoff is given.
- B. SSP shall be given at least thirty (30) days written notice of layoff.
- Exception: In scenarios wherein SSP hours are dictated by either student numbers, IEP decisions, or due to temporary positions, the 30-day notice is hereby waived. In such cases, the SSP shall be given twenty-four (24) hours written or verbal notice of lay off.
1. The SSP Association president shall receive a written or electronic notice of any reduction of hours, layoff, or otherwise, at the time the SSP is given notice.
 2. No SSP can be reduced in hours to less than 1.5 hours in a day. Such reduction would result in lay off by definition of minimum requirements for SSP employment as stated in this agreement.
- C. Any SSP whose total hours per week are reduced by 75% or more can refuse to accept the reduction and choose to be laid-off instead and placed on the recall list.
1. This decision must be submitted in writing, either print or electronic, and submitted to the Building Principal, Superintendent, and SSP Association President.
 - a. If the reduction will begin during the current academic year, the SSP will have four (4) instructional days to decide whether to accept the reduction or choose to be laid off and placed on the recall list.
 - b. If the reduction will begin at the beginning of the next academic year, the SSP must decide whether to accept the reduction or choose to be laid off and placed on the recall list and notify as stated above prior to July 15th of the next academic year.
- D. Each laid-off SSP's name shall be maintained on a recall list for two (2) years. It is the responsibility of the SSP to notify the SJPS Business Office of any change of address or phone number during the two (2) years.
- E. In the event an eliminated position should be reinstated within two (2) years of the displacement, the SSP who was displaced from said position shall be given the first opportunity to accept or reject the position, whether they have accepted another SSP position during that time or not. Should an SSP desire to be reinstated into this reestablished position, it is the responsibility of the SSP to notify administration as to their desire within four (4) days of posting.

TRANSFERS

- F. If a permanent reassignment of duties within a building or a transfer to another building with similar duties becomes necessary, the building principal/s and the SSP will work together to determine the best resolution for all. If the determined permanent reassignment or transfer is not acceptable to the SSP, the SSP can choose to be placed on the recall list rather than accepting the permanent reassignment or transfer. The position will be a vacancy and filled following all procedures and guidelines set forth in this agreement.

RECALLS

- G. When the SSP working force is increased after a layoff, or an SSP position becomes available in the district for any reason, SSP will be recalled in the following order:
1. Most senior Laid-off will be recalled first regardless of date added to the recall list.
 - a. The SSP must be qualified for the position.
 - b. In the event there is more than one position open, the most senior SSP may choose any open position he/she is qualified for regardless of building assignment according to the following guidelines:
 - i. If multiple positions are available and multiple SSP are on the recall list, the most senior SSP may not choose a position with more than double the number of hours they were laid-off from, unless no less senior SSP on the recall list qualify either.
 - ii. If the most senior SSP on the recall list is not interested in any of the open positions for whatever reason, they may decline the positions and choose to remain on the recall list.
 2. Next most senior Laid-off will be recalled next following above guidelines regardless of date added to the recall list.
- H. It is the responsibility of any Laid-off SSP on the recall list to notify in advance the Superintendent and SSP Association president by phone or email in the event he/she will not be able to be contacted by phone or mail anytime between August 1st & Labor Day. If an SSP is unable to be contacted by phone or other direct methods for three (3) consecutive days between August 1st and Labor Day without having given proper advance notice to SJPS as prescribed herein, said SSP relinquishes his/her right to reinstatement and/or order of recall. In the event an SSP cannot be reached by phone or other direct methods for three (3) consecutive days between August 1st and Labor Day, notice of attempt to contact shall be sent to the Laid-off or Displaced SSP at his/her last known address by certified mail.
1. If an SSP fails to respond within four (4) business days from the date of receipt of notice of attempt to contact, he/she shall be considered a quit. In extreme cases exceptions may be made.
- I. When recall or reinstatement occurs between Labor Day and the following July 31st, if direct contact cannot be made, notice of reinstatement or recall shall be sent to the SSP at his/her last known address by certified mail.
1. If an SSP fails to respond within four (4) business days from the date of receipt of notice of reinstatement or recall, he/she shall be considered a quit. In proper cases exceptions may be made.
 2. The Laid-off SSP has an additional four (4) business days from the date of receipt of notice to contact the Superintendent or designee to accept or reject the position.

ARTICLE XI - UNDERSTANDINGS REGARDING THIS AGREEMENT, DISCRIMINATION

UNDERSTANDINGS REGARDING THIS AGREEMENT

- 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. 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 when discharged or disciplined for non-SSP activity.
- C. 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.
- D. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms.
- E. 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 in 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.
- F. Within ten (10) business days of this agreement being ratified by both parties this agreement will be posted on the SJPS website.
- 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.

DISCRIMINATION

- I. 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.
- J. 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.
- K. In order to facilitate the evaluation of current practices, to investigate complaints, to answer inquires, and to guide implementation of compliance efforts, the Superintendent will appoint a local nondiscrimination coordinator. All questions, requests for information, or complaints relating to discrimination in the St. Johns Public School District should be addressed to the appointed SJPS nondiscrimination coordinator.

ARTICLE XII - 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:
 - it shall be signed
 - it shall be specific
 - it shall contain a synopsis of the facts giving rise to the alleged violation
 - it shall cite the section or subsections of this contract alleged to have been violated
 - it shall contain the date of the alleged violation
 - it shall specify the relief requested

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. 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.

Each party shall submit to the other party not less than three (3) days prior to the hearing, a prehearing 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.

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

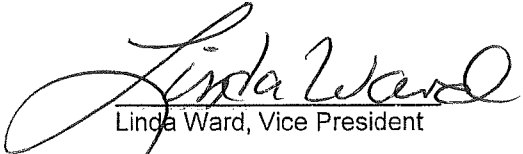
1. Where the grievant is the Association and the grievance involves a matter of Association rights, Level One may be set aside by mutual agreement of those involved at Level One and the grievance will then be advanced to Level Two. If no mutual agreement is reached on setting aside Level One, the grievance 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 XIII - DURATION OF AGREEMENT

This Agreement shall become effective when signed and shall continue in effect through June 30, 2014.

St. Johns Student Support Personnel Association

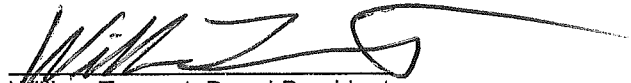

Joyce McDonald, President,

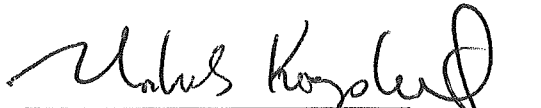

Linda Ward, Vice President


Joann Prohaska, Secretary

8.15.12
Date

St. Johns Public Schools Board of Education


William Tennant, Board President


Dr. Nicholas Koenigsknecht, Board Secretary

8.27.12
Date

APPENDIX A - SALARY SCHEDULE, LONGEVITY

Class I	2012-2013 & 2013-2014
Step 1	9.52
Step 2	10.60
Step 3	12.27
Class II	
Step 1	10.13
Step 2	11.24
Step 3	13.06
Class III	
Step 1	10.53
Step 2	11.63
Step 3	13.46

SSP Substitute hourly rate: \$8.75

For the 2013 fiscal year, a 1% bonus payment will be issued based on the wages earned in the 2012 fiscal year. Payment will be issued in November, 2012. For the 2014 fiscal year, a 1% bonus payment will be issued based on the wages earned in the 2013 fiscal year. Payment will be issued in November 2013.

Steps:

Beginning June 30, 2012, any SSP hired after October 1st will be placed on the first step for the remainder of the current school year and the next school year. Any SSP hired prior to June 30, 2012, will utilize a January 15th date for the purposes of calculating step changes.

Longevity:

The bargaining unit and management agree the basis for determining longevity is the "hire date" of the SSP with no breaks of employment with SJPS.

For the purpose of calculating longevity, anyone hired on or before October 1st of a school year will be granted that time as a full year of service.

- Any SSP who has worked seven (7) or more consecutive years but less than ten (10) years for SJPS shall be entitled to longevity pay at a rate of twenty (20) cents per hour.
- Any SSP who has worked ten (10) or more consecutive years but less than fifteen (15) consecutive years for SJPS shall be entitled to longevity pay at a rate of thirty (30) cents per hour.
- Any SSP who has worked fifteen (15) or more consecutive years for SJPS shall be entitled to longevity pay at a rate of forty (40) cents per hour.
- Eligibility for longevity is based on the Seniority List updated annually at the beginning of the school year.

Note: It is the responsibility of the employee to notify the superintendent or designee 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 Class III SSP shall, as required by federal and state statutes, meet the federal and state highly qualified paraprofessional guidelines as defined and revised.

- Long term substitutes (six (6) days or more) are required to meet the highly qualified standard if required by federal and state statutes.

APPENDIX 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 Makeup Activity
- Title I
- At-Risk: 31A
- Student Specific
- Direct supervision of students in a classroom situation
- Any SSP providing student instructional support
- Medication supervision and/or distribution

Class III

- Wilson Center Nursery Coordinator
- District Media Database & File Server Manager
- Any other position requiring specialized licensing or certification

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 will be laid off from their Student Specific position.

OVERLOAD: Refers to any SSP hired by the district to work solely in a classroom setting due to Overload student numbers. When the Overload situation no longer exists the SSP will be laid off from their Overload position.

TEMPORARY: Refers to any SSP that is hired by the district to work in an assignment for less than 90 working days.

- Temporary positions, as defined in Article IX-D, do not have to be posted.
- Temporary SSP shall be entitled to this contract's regular salary schedule, paid holidays, and paid time off according to this contract but shall not accrue seniority.
- When a Temporary assignment ends, the Temporary SSP employment is terminated.

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.

INTERNAL SUBSTITUTE: Refers to any permanent SSP who is currently employed by the district who temporarily replaces another permanent SSP within the district.

EXTERNAL SUBSTITUTE: Refers to any individual who is listed on the approved SSP Sub List who temporarily replaces a permanent SSP.

LAI-D-OFF: Any SSP, regardless of Class designation, who has lost all previously scheduled SSP hours and responsibilities due to reductions, position elimination, or as otherwise defined within this agreement.

- Any SSP "Displaced" prior to this agreement shall be considered "laid-off" under this agreement.

APPENDIX D - SSP GRIEVANCE FORM

ST. JOHNS PUBLIC SCHOOLS
Student Support Personnel
GRIEVANCE FORM

LEVEL ONE- PRINCIPAL

GRIEVANT'S NAME:

BUILDING:

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 OR DESIGNATED AGENT'S RESPONSE:

DATE RETURNED TO GRIEVANT, ASSOCIATION & LEVEL ONE RESPONDANT:

LEVEL THREE- BOARD OF EDUCATION (or designated agent)

DATE RECEIVED BY BOARD (or designated agent):

SIGNATURE OF SUPERINTENDENT: _____

DATE MEETING HELD BETWEEN BOARD AND GRIEVANT (and/or association representative):

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:

