ST. JOHNS PUBLIC SCHOOLS

STUDENT SUPPORT PERSONNEL

MASTER AGREEMENT

2026-2028

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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 Board that discrimination against employees or applicants for employment is prohibited based on the following protected classes: race, color, national origin, ethnicity, religion, sex, sexual orientation, gender identity or expression, pregnancy, height, weight, marital status, age, disability, genetic information, veteran status, military service, or any other legally protected class.

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 incidental 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.

E. The SJPS Business Office shall provide the SSP Association President a copy (print or digital) of the current SSP seniority list, recall list, and timesheet template for any SSP upon request.

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.

    d. Any disciplinary action shall be documented in writing to the SSP with a copy placed in the employee's personnel file.

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 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 within the first full year of employment. Subsequent to the first evaluation, evaluations will be performed every two (2) years Exception: Should an SSP's 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

A. SSP, other than Media Center Managers, 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 per day.

    2. The SSP shall not be required to perform as a certified substitute teacher for more than one hour per day unless they are registered in the substitute system as a substitute teacher or they have obtained a valid substitute permit.

    3. SSP will be paid a stipend when the SSP is required by the building administrator to substitute for a teacher due to teacher absence and no teacher substitute is available, and the SSP has obtained a valid substitute teacher permit. Priority for substituting in an unfilled teaching position shall be first given to the SSP regularly assigned to the absent teacher's classroom if the SSP possesses a valid substitute teacher permit. An SSP may be assigned to substitute in a different classroom. This stipend also applies when an SSP is required to substitute for an Preschool Associate Teacher, or when a Preschool Associate Teacher is required to substitute for a Preschool Lead Teacher on days when students are present. Stipend rates are listed in Article VII COMPENSATION, Section I.

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, plus professional development days assigned by the appropriate administrator. 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 workday. 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 (earned based on template hours worked):

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 of the majority of templated total weekly hours of the SSP. Breaks shall be taken during the workday, and not be placed at the beginning or end of a SSP workday to shorten their arrival or dismissal time.

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. The SSP may use either PTO time or take the time unpaid for the hours of the shadower's typical daily work schedule.

SUBSTITUTES

J. Generally, all SSP substitutes will be provided through an outside contract company. Prior approval by Business Office is required to use any substitute who is either not provided through the outside contract company or not a current SSP of SJPS. It is expected that SSP will work his/her regular assignment each day. If it is necessary or beneficial for the operations of the building for an SSP to assume the duties and responsibilities of an absent SSP, every effort will be made to limit disruption to scheduled classroom support and/or student services. SSP on the recall list may substitute for any SSP in the district.

K. SSP will be responsible for promptly recording their absence in the system.

1. If the absence is for less than the SSP’s full schedule, the SSP may request another SSP to work the absence provided that the time does not conflict with that SSP’s assignment. If it does conflict, the SSP needs to obtain prior

approval from the building principal.

2. If the absence is entered into the system within one hour of the start of the school day, the SSP will call (or have someone call) the building principal or principal's designee to inform them of the absence.

3. If the SSP has arranged for a substitute other than through the outside contract company, the SSP shall notify his/her building principal or principal's designee of who will be subbing.

4. SSP will record his/her absence request in Skyward. If the SSP has arranged for a substitute, the substitute's name should be entered in the description box of the timeoff request. If a substitute is needed, the SSP is responsible for entering the absence in the substitute system.

5. If the shift that the SSP is covering contains a break, then the individual is allowed to take the break that is already scheduled. Additional break time will not be added.

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 for professional development.

    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.

    5. SSP will be reimbursed for mileage driven for professional development activities that take place outside of the school district's boundaries. Mileage will be paid at the current IRS rate for the lesser of the distance between the SSP's assigned school building or their home.

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. Unpaid Leaves of Absence for more than 61 instructional days shall not extend beyond one (1) year from commencement of the leave and employees will be required to return to work or will be terminated.

P. 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

Q. 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.

WORKER COMPENSATION

R. Absence due to injury in the course of an employee’s employment and compensable under the Michigan Workers' Compensation Act shall result in the employee continuing to receive their normal pay provided accrued PTO leave time is used to make up the difference between the scheduled hourly wages and the benefits

received under the Michigan Workers' Compensation Act. Once the employee's PTO leave is exhausted, such payments by the Board shall cease.

DRESS CODE

S. Proper dress from all staff is expected throughout the school year. SSP should dress for respect and success. Clothing that is torn, worn or revealing is never appropriate. Monitoring these guidelines is the responsibility of the building administrator or program supervisor. SSP in violation may be asked to clock out, go home, and change their clothing, and return to work the same day. PTO may not be used for the work time missed due to being sent home to change their clothes.

PERSONAL CELL PHONE USE

T. Personal cell phone use (calls, texting, social media, gaming) should be limited to designated breaks and lunch periods. Devices must be out of sight and turned to silent/vibrate mode during work hours and meetings to minimize workplace disruptions. Use of personal cell phones to communicate with team members and/or supervisors regarding work related issues, or for work-related activities is acceptable. In the event of an emergency, employees may use their devices during their work period, provided they notify their supervisor.

ARTICLE VII – COMPENSATION

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 timesheets aligned with the district's schedule of pay dates and corresponding pay periods and or work weeks.

C. When a SSP is acting as a substitute for another SSP, the SSP acting as a substitute shall be paid his/her rate of pay regardless of the category of work being done by the SSP. If the SSP has more than one pay rate, then the SSP will be paid at the rate of pay for the majority of the template total weekly hours of the SSP.

D. SSP shall be paid at the Building SSP rate when covering another SSP's break or the building secretary break.

E. SSP shall be compensated at the rate of pay commensurate with the duties/responsibilities for any required professional development, staff meetings, M-Teams, SSTs, IEPCs, etc. that are not part of the SSPs regular workday.

    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 workday. 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, student event, etc., the SSP will be reassigned other temporary responsibilities for that time period and will be paid for their regularly scheduled hours or the SSP may choose to be released for that time and be allowed to use Personal Time Off.

G. In the event a student assigned to a Student Specific SSP is absent and the SSP does not have other regular assigned duties, the SSP shall not report if the absence is known in advance. If the SSP reports to work and a student is absent, the SSP may choose to be released for the day or shall be assigned other temporary SSP duties for not more than 1.5 paid hours and then released for the day. The SSP may use Personal Time Off for any unpaid hours. If the SSP has other regular assigned duties besides the absent student, the SSP may be assigned other temporary SSP duties for the time period that the SSP normally worked with the absent student or may be released for the day if the schedule permits. The Special Education Director and Building Principal will determine if a Student Specific SSP has other regular

assigned duties requiring the SSP to stay when an assigned student is absent.

H. 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.

I. SSP will be paid a stipend of $15 for more than one hour and up to three (3) hours per day, or $30 for more than three (3) hours up to a full day, when the SSP is required by the building administrator to substitute for a teacher or Preschool Associate Teacher, as described in Article VI, Section A.

ACCRUAL AND USE OF PERSONAL TIME OFF (PTO) HOURS

J. SSP shall be granted one (1) paid hour personal time off for each fifteen (15) hours worked, accumulative to a total of 420 hours. PTO hours will be granted at the start of the contract year based on the hours scheduled for the school year. If a SSP leaves employment before earning used PTO hours, the hours will be deducted from the final paycheck.

K. SSP are only entitled to use PTO hours that are accumulated prior to an absence.

L. SSP are required to work on scheduled days immediately before or after school breaks or holidays unless the absence is approved in advance by the Building Principal, Superintendent or Program Administrator.

M. PTO 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 PTO hours without explanation the equivalent of their daily hours of work up to three consecutive (3) workdays without prior approval, subject to M. above. Whenever possible, notice shall be given to the building principal forty-eight (48) hours in advance.

2. More than three (3) consecutive days absent 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.

4. Excessive absences or use of unpaid time may be cause for reprimand or disciplinary action.

5. Unpaid time off cannot be taken without prior written approval by the Building Principal, Superintendent or Program Administrator. In case of emergency, the SSP (or someone on their behalf) shall contact the Building Principal for verbal approval.

TERMINATING EMPLOYMENT & PAYOUT OF PTO HOURS

N. Any SSP shall receive a payout of accumulated PTO hours, based on their years of service as a St. Johns Public Schools SSP as follows:

1. Employees resigning for purposes other than retirement who have provided at least fourteen (14) calendar days written notice to the Superintendent shall receive the following payout.

    a. Ten (10) consecutive calendar years shall be entitled to 140 hours of accumulated paid time off.

    b. Fifteen (15) consecutive calendar years shall be entitled to 175 hours of accumulated paid time off.

    c. Payout shall be capped at 175 hours.

2. Employees resigning for purposes of retirement who provide at least sixty (60) calendar days written notice to the Superintendent shall receive the following payout.

    a. Ten (10) consecutive calendar years shall be entitled to 140 hours of accumulated paid time off.

    b. Fifteen (15) consecutive calendar years shall be entitled to 175 hours of accumulated paid time off. Twenty (20) consecutive

calendar years shall be entitled to 210 hours of accumulated paid time off.

c. Twenty-five (25) consecutive calendar years shall be entitled to 245 hours of accumulated paid time off.

3. Payoff will be at the current year's rate. The hourly rate shall be determined by the weighted average of their rates of pay of their assignments as of 30 days prior to their termination date.

4. Retirement under this section shall mean the SSP meets the eligibility requirements for retirement of the Michigan Public School Employee Retirement System.

HOLIDAYS

O. Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Years Eve, New Years Day, and Memorial Day will be paid holidays. The amount paid shall be based upon the SSP's regularly scheduled number of hours and rates 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.

Up to three (3) PTO days may be used during Winter Break and/or Spring Break provided the SSP has at least one (1) year of service at the start of the school year and has at least 50 hours of accumulated PTO as of start of the break.

BEREAVEMENT LEAVE

P. SSP shall be granted bereavement leave without loss of pay when a death occurs in the employee's family as follows:

1. Three (3) days granted without loss of pay for death of spouse, children, stepchildren, sons and daughters-in-law, parents, stepparents, parents-in-law, brothers, sisters, step siblings, sisters and brothers-in-law, grandparents, grandparents-in-law, grandchildren and step grandchildren.

2. In the event of the death of the employee's spouse, child, or stepchild, accumulated PTO hours may be used for ten (10) additional days with notification to appropriate administrator.

3. A maximum of one (1) day bereavement will be allowed per

occurrence of death to the immediate family to include Nieces, Nephews, Aunts, and Uncles.

4. When using bereavement leave, the SSP shall list the relationship on the absence request.

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, excluding mileage, 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.

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.

INSURANCE

S. The Employer shall provide term life insurance coverage in the amount of ten thousand dollars ($10,000) for each SSP with five (5) 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 for the succeeding work year. Otherwise, the coverage will terminate when the employee terminates, is laid off for sixty (60) calendar days or more or commences an unpaid leave of absence of thirty (30) calendar days or more.

T. When required under the Federal Patient Protection and Affordable Care Act (ACA), the district will offer health, dental and vision benefits to each SSP working thirty (30) hours or more per week. The full cost of the insurance coverage will be borne by the employee and paid through payroll deductions. If the SSP's earnings are not sufficient to cover the total cost of the insurance, the SSP shall pay the district in advance monthly for the cost of insurance not withheld through payroll. Additional information will be provided to eligible SSP when the requirement is in effect.

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. Effective with the 2014-15 school year, a full year of seniority will be granted for 1,020 or more paid SSP hours. If less than 1,020 SSP hours are paid in the fiscal year, then the seniority credit will be prorated based on hours paid.

2. Hours accrued working temporary SSP positions or while substituting for another SSP will count for seniority hours.

B. An SSP shall lose his/her seniority and SSP employment with SJPS will be terminated for the following reasons only:

1. The SSP resigns or retires.

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.

6. The layoff time period for recall has been reached.

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.

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 ninety (90) school 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

During the school year, vacancies/new positions must be posted a minimum of five (5) school days prior to being filled. During the summer months, vacancies/new positions must be posted a minimum of ten (10) business days prior to being filled, except for the week prior to the start of school, when a vacancy/new position must be posted a minimum of five (5) business days prior to being filled. Active and laid off SSPs may apply for any posted position.

A. Any SSP vacancy or newly created SSP position must be posted internally if there are any SSP on the recall list. Vacancies or new positions shall be filled by the most qualified SSP who applies for the position whether they are on the recall list or actively employed.

1. Given equal qualifications, the most senior SSP whether on recall or currently active will be offered the position.

a. Internal candidates whose applications are denied shall be verbally informed of the reason/s for denial within five (5) days of the denial. Upon request, the SSP shall receive the reason/s for denial in writing.

b. When a SSP accepts a posted SSP position there will be a forty-five (45) school day probationary period unless the SSP is within his/her first ninety (90) days of employment as an SSP with SJPS, then SSP will need to complete the 90 day probationary period. If the placement is not acceptable to the SSP or SJPS, the SSP will relinquish the position and be placed on the recall list. If the SSP is returning to the recall list, the layoff date will revert to their original layoff date.

2. If no internal applicants are adequately qualified for the position or no internal candidates apply or accept the position, the position will be posted externally.

B. If no SSP are on the recall list, the position will be posted internally and externally.

1. When an external candidate accepts a SSP position, there will be a ninety (90) school day probationary period. If the placement is not acceptable to SJPS during the probationary period, the employee will be terminated.

2. When an external candidate accepts a SSP position, she/he shall be given credit for previous experience based on the following: 1 salary step for 3 years of comparable experience. Comparable experience will be determined by District Administration.

This provision is effective February 24, 2021.

ADDITIONAL HOURS

C. If additional hours become available during a normal school day, the time shall be assigned first to the Building SSP. If the Building SSP is unable to assume the hours, the additional hours may be assigned to another SSP based on qualifications, 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 SSP duties during regularly scheduled work hours.

1. Additional hours will be paid at the SSP's rate of pay regardless of the category of work being done by the SSP. If the SSP has more than one pay rate, then the SSP will be paid at the rate of pay for the majority of the template total weekly hours of the SSP.

D. When additional hours become available in a building due to scheduling changes or additional need, providing the SSP is qualified and available, it will be assigned first to the Building SSP, up to a total of eight (8) hours per day. If the hours need to be assigned to a single individual and/or if a Building SSP is unable to assume the hours, the additional hours may be assigned to another SSP based on qualifications, seniority and availability. Notification of changes in assignment 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 school days, the position shall be posted and filled.

F. A SSP on the recall list may accept a temporary position. When the temporary position ends, the SSP will return to the recall list with his/her original layoff date. If a permanent position becomes available while the SSP is in a temporary assignment, the SSP may apply for the permanent position.

G. If the temporary position becomes permanent and the temporary SSP is hired for that permanent position, the hours worked during the temporary position will count towards the probationary period.

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 or reduction in hours is given.

B. SSP shall be given at least thirty (30) days written notice of layoff and fifteen (15) days written notice of reduction in assigned hours.

Exception: When SSP hours are dictated by student numbers, IEP decisions, or temporary positions, the 30-day notice and 15-day notices are hereby waived. In such cases, the SSP shall be given twenty-four (24) hours written or verbal notice of lay off or reduction in hours.

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 unless employed in another capacity for the district. 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 or added to by 50% or more can refuse to accept the change in position 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 or designee, and SSP Association President.
   a. If the change in hours will begin during the current academic year, the SSP will have four (4) instructional days to decide whether to accept the change or choose to be laid off and placed on the recall list.

   b. If the change in hours will begin at the beginning of the next academic year, the SSP will have four (4) business days to decide whether to accept the change or choose to be laid off and placed on the recall list.

D. Each laid-off SSP's name shall be maintained on a recall list for eighteen (18)

months. It is the responsibility of the SSP to notify the SJPS Business Office of any change of address or phone number during the eighteen (18) months. The SSP shall have an updated background check completed at his/her own expense prior to starting a recall position, if the background clearance has lapsed.

E. In the event an eliminated position should be reinstated within eighteen (18) months 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 transfer of a program from one building to another occurs, the building principal/s and the SSP will work together to determine the best resolution for all. If the determined permanent transfer is not acceptable to the SSP, the SSP can choose to be placed on the recall list rather than accepting the permanent transfer. The position will be a vacancy and filled following all procedures and guidelines set forth in this agreement.

G. If a SSP wishes to request a transfer from his/her assigned placement to another position within the district, the SSP may make the request to the Special Education Director or Director of Business and Finance. Requests will be evaluated based on the interest of having a positive, effective instructional environment for students and staff and to address students' needs.

H. In the interest of having a positive, effective instructional environment for students and staff and to address students' needs, Special Education Program or Student Specific SSPs may be reassigned to another Special Education SSP position and At-Risk SSP may be reassigned to another At-Risk SSP position within the district. The building principal/s, Special Education Director and SSP will meet to discuss the need for transfer prior to any transfer being made. If the revised transfer is not acceptable to the SSP, the SSP can choose to be placed on the recall list rather than accept the transfer.

RECALLS

I. When SSP are on the recall list, all SSP vacancies, excluding temporary positions less than ninety (90) school days, will be posted internally. A SSP on the recall list will need to apply for the vacant position if he/she is interested in the open position,

otherwise he/she will remain on the recall list for up to eighteen months. SSP on the recall list will be notified of any internal posting. The notification will be made by letter, email or answered phone call.

J. It is the responsibility of any Laid-off SSP on the recall list to notify the Business Office of any change in address or contact numbers. The SSP shall notify in advance the Superintendent or designee 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. If an SSP is unable to be contacted by phone or other direct methods for three (3) consecutive days without having given proper advance notice to SJPS as prescribed herein, said SSP relinquishes his/her right to notice of any vacancies or new positions.

   In the event an SSP cannot be reached by phone or other direct methods for three (3) consecutive days, notice of attempt to contact shall be sent to the Laid-off SSP at his/her last known address by certified mail. 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.

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 and signed 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. It is the policy of the St. Johns School District Board that discrimination against employees or applicants for employment is prohibited based on the following protected classes: race, color, national origin, ethnicity, religion, sex, sexual orientation, gender identity or expression, pregnancy, height, weight, marital status, age, disability, genetic information, veteran status, military service, or any other legally protected class.

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 ensure 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 S.JPS

nondiscrimination coordinator.

ARTICLE XII – GRIEVANCE PROCEDURES

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.
5. Deadlines may be extended upon written mutual agreement.

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 five (5) 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 five (5) 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 ten (10) 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 five (5) 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.

K. All documents, communications and records dealing with a grievance shall be filed

separately from the personnel files of the participants.

L. 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.

ARTICLE XIII – DURATION OF AGREEMENT

This Agreement shall become effective when signed and shall continue in effect through June 30, 2026.

St. Johns Student Support Personnel Association

Lorie Heupel

Lorie Heupel, Negotiating Team Member/Vice-President

Lisa Mancuso

Lisa Mancuso, Negotiating Team Member/Secretary/Treasurer

Sara Sillman

Sara Sillman, Negotiating Team Member/President

6/22/2026

Date

St. Johns Public Schools Board of Education

Matthew Boak

Matthew Boak, Board President

Robert L. Watson

Robert Watson, Board Secretary

6/22/26

Date

APPENDIX A – SALARY SCHEDULE, LONGEVITY

2026-27 Hourly Wage Schedule

Steps	Building SSP	Instructional Support SSP	Specialized Certification SSP
1	$15.25	$15.75	$16.75
2	$15.75	$16.25	$17.25
3	$16.25	$16.75	$17.75
4	$16.75	$17.25	$18.25
5	$17.25	$17.75	$18.75
6	$17.50	$18.00	$19.00
7	$17.75	$18.25	$19.25
8	$18.00	$18.50	$19.50
9	$18.25	$18.75	$19.75

2027-28 Hourly Wage Schedule

Steps	Building SSP	Instructional Support SSP	Specialized Certification SSP
1	$15.50	$16.00	$17.00
2	$16.00	$16.50	$17.50
3	$16.50	$17.00	$18.00
4	$17.00	$17.50	$18.50
5	$17.50	$18.00	$19.00
6	$17.75	$18.25	$19.25
7	$18.00	$18.50	$19.50
8	$18.25	$18.75	$19.75
9	$18.50	$19.00	$20.00

Degree Completion:

SSP will be eligible for a $0.50 per hour stipend for completion of an associate's degree from a recognized college or university. Upon completion of a bachelor's degree from a recognized college or university, a SSP will be eligible for a $1.00 per hour stipend. The degree stipend will take effect in the fiscal year following completion of the degree, upon review and approval of an official transcript mailed or emailed to the district from the educational institution.

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. Substituting does not apply toward accruing longevity.

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

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 twenty-five (25) cents per hour.

Any SSP who has worked fifteen (15) or more consecutive years but less than twenty (20) consecutive years for SJPS shall be entitled to longevity pay at a rate of fifty (50) cents per hour.

Any SSP who has worked twenty (20) or more consecutive years for SJPS shall be entitled to longevity pay at a rate of seventy-five (75) 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 as an SSP. The superintendent or designee will initiate a pay change schedule and submit to the payroll office.

Testing / Certification:
SSP shall, as required by federal and state statutes, meet the federal and state highly qualified paraprofessional guidelines as defined and revised.

APPENDIX B - CURRENT POSITION DESIGNATIONS

Building SSP

- Building SSP

Instructional Support SSP

- Media Center Manager
- Learning Resource/Special Education Classroom (RR, LRE, & CI Programs)
- Title I
- At-Risk/31A
- Student Specific
- Second Preschool classroom SSP when required due to student numbers on roster

Specialized Certification SSP

- Preschool Associate Teacher
- Any other position requiring specialized licensing or certification
- Emotional Impairment (EI) Program SSP
- Behavior Support SSP

APPENDIX C - CONTRACT DEFINITIONS

STUDENT SPECIFIC: Refers to any SSP hired by the district to work with specific student(s). Student Specific SSP may be assigned multiple students and required to assist various students under the direction of the teacher. When the service is changed or no longer needed or said student(s) leaves the district that SSP's hours will be changed or the SSP may be laid off from their Student Specific position. By design, the individual hired for this position will generally stay with the particular student(s) for no more than two years, at which point a different Student Specific SSP would be assigned. A successful work experience would allow for reassignment to another student.

OVERLOAD: Refers to any SSP hired by the district to work solely in a classroom setting due to Overload student numbers not covered by the Building SSP. 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 school days.

- Temporary positions, as defined in Article IX.E, do not have to be posted.
- Temporary SSP shall be entitled to this contract's regular salary schedule and paid holidays according to this contract but shall not accrue seniority.
- When a Temporary assignment ends, the Temporary SSP employment is terminated.
- If the Temporary position becomes a Permanent position and the SSP retains the position, then he/she shall be entered on the SSP seniority list and shall rank for seniority from the first day worked.

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 not a current SSP employee

of SJPS who temporarily replaces a permanent SSP within the district.

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