

AGREEMENT

BETWEEN THE

ROMEO COMMUNITY SCHOOLS
BOARD OF EDUCATION

AND THE

ROMEO ASSISTANTS SUPPORT PERSONNEL ASSOCIATION

July 1, 2021 – June 30, 2024

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WITNESSETH, this Agreement is entered into by and between the Board of Education of the Romeo Community Schools of Romeo, Michigan, hereinafter referred to as the "Employer", and the Romeo Educational Support Personnel Association, hereinafter referred to as the "Association".

A sound educational program as affects the best interest of the children of the community is the primary objective. The Employer and the Association mutually agree to provide the best possible education for the children of the school district. To this end, the Employer and the Association dedicate their efforts.

The purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer and Employees.

The Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

ARTICLE 1

RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 336 of 1947 as amended by Act 379 of the Michigan Public Acts of 1965, also known as the Public Employment Relations Act (PERA) the Employer hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for all Employees included in the following bargaining unit: all full-time and regular part-time assistants/paraprofessionals/building technology assistants; excluding supervisors.
- B. Unless otherwise indicated, the term "Employee", "Assistant" or "Paraprofessional" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit, except where the classifications are specifically identified.

ARTICLE 2

MANAGEMENT RIGHTS

- A. It is expressly agreed that all rights and prerogatives, which ordinarily vest in and have been exercised by the Employer, except those who are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer 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. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel, and scheduling of all the foregoing.
 - 2. The right to establish, modify, or change any work or business or school hours or days.
 - 3. The right to direct the working forces, including the right to hire, promote, transfer, discipline, and/or reassign employees, assign work or duties to employees, provided that the work and/or duties are reasonably related to the employee's classification, determine the size of the work force, and to lay off employees.
 - 4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distribution, disseminating, and/or selling its services, methods, schedules, and standards of operation, the means, methods and processes of carrying on the work, and the institution of new and/or improved methods or changes therein.

5. Adopt rules and regulations.
 6. Determine the qualifications of employees.
 7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings, or other facilities.
- B. The policymaking functions rest exclusively with the Board.
- C. All of the above items shall not be in conflict with the specific provisions of this Agreement.
- D. It is recognized that previously adopted Board policies, administrative rules and regulations and past operation procedures not covered by this contract shall continue in effect.

ARTICLE 3

PAYROLL DEDUCTIONS

- A. Upon written authorization from the Employee, the Employer shall deduct from the wages/salary of the Employee and make appropriate remittance for voluntary contributions to annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Employer.
- B. The provisions contained in this article are null and void if deemed contrary to law.

ARTICLE 4

ASSOCIATION RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that Employees shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation. The Employer further agrees that it will not directly or indirectly discourage, deprive, or coerce any Employee in the enjoyment of any rights conferred by the Act or other laws of the State of Michigan or the Constitutions of Michigan or the United States, and that it will not discriminate against any Employee by reason of the institution of any grievance, complaint, or proceedings under the Agreement, or participation in collective negotiations.
- B. The provisions of this Agreement shall be applied fairly to all Employees and without regard to race, color, sex, religion, sex (including pregnancy, gender identity and sexual orientation), parental status, marital status, national origin, age, height, weight, family medical history or genetic information, political affiliation, military service, or other non-merit based factors, or Association membership or non-membership, or any legally protected characteristic.

- C. The Employer specifically recognizes the right of Employees to invoke the assistance of the Michigan Employment Relations Commission (MERC) or a mediator from such public agency.
- D. Meetings of the Association may be held in the school buildings before or after school hours provided such meetings are held while custodians are normally on duty. Written request for the use of school buildings shall be made to the appropriate building principal at least one week, when possible, in advance of the proposed meeting date.
- E. The Employer agrees to make available to the Association in response to reasonable requests, such readily available public information as is necessary to administer this Agreement, to formulate contract proposals, and to process grievances.
- F. The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials. The Association shall have the right to use the school mail to distribute Association material.
- G. The Association shall have the right to use school equipment, including computers, telephones, copy machines, calculating machines, and all types of audio-visual related equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies for such use and shall be responsible for proper operation of such equipment.
- H. The Employer shall approve a maximum of fifteen (15) days for Association activities at full pay. Fifteen (15) additional days shall be granted provided the Association reimburses the district for the full cost of substitutes.
- I. An Employee engaged during the school day in negotiating on behalf of the Association with any representative of the Employer or participating in any grievance, including arbitration, shall be released from regular duties without loss of pay.

ARTICLE 5

SENIORITY

- A. New Employees hired into a permanent position, other than substitutes and temporary employees, shall be considered as probationary employees for the first year of their first assignment.

There shall be no seniority among probationary employees. Upon satisfactory completion of the probationary period, the Employee's seniority will be computed from the first day of employment in that bargaining unit position.

- B. Seniority shall be defined as length of service within the district as a member of the bargaining unit. Accumulation shall begin on the Employee's first working day as a permanent Employee in the bargaining unit. In the event that more than one individual Employee has the same starting date of work, position on the seniority

list shall be determined by lottery. Between July 1, 1998 and July 1, 2005, employees who were scheduled to work less than four hours per day or less than ninety (90) school days per year shall receive only one-half (½) year's credit per year for seniority during those years only. Otherwise, part time and full time employees will accrue seniority at the same rate.

- C. The Employer shall prepare, maintain, and post separate and distinct seniority lists for the Paraprofessionals and Building Technology Assistants. The initial seniority list shall be prepared within thirty (30) days after the effective date of this Agreement with revisions and updates electronically distributed, semi-annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.
- D. Seniority shall be lost by an Employee upon termination, resignation, retirement, or transfer to a non-bargaining unit position.
- E. Any Employee whose employment is voluntarily terminated and who is subsequently rehired shall be considered a new Employee for the purposes of seniority accrual.
- F. Seniority shall not accrue for unpaid leaves of absence longer than thirty (30) calendar days' duration, except for when an employee is on an eligible FMLA as defined in Article 13 (I)
- G. Seniority for Building Technology Assistants will include the entire time in the Building Technology Assistant position.

ARTICLE 6

RETIREMENT

- A. An Employee retiring under the Michigan Public School Employees' Retirement Act shall receive a full \$50.00 for each year of service with Romeo Community Schools, provided that notice of intent to retire must be filed in writing at least ninety (90) calendar days in advance of the proposed retirement date to the Director of Employee Services. A year shall be considered as having worked at least ten (10) months. This benefit may be obtained only once by an Employee.
- B. Upon resignation in good standing or upon retirement in accordance with the Michigan Public School Employees' Retirement Act, any Employee with ten (10) calendar years of service or more may redeem all unused sick days capped at 100 days at twenty-five percent (25%) of the Employee's daily rate. However, current employees as of February 1, 1998 whose total sick days exceed 100 days will have their total number of days capped at that current number for the purpose of a retirement payout. There will be no cap on sick day accumulation for the purpose of actual sick leave usage. In the event of death, the Employee's estate will receive this benefit.

ARTICLE 7

RESIGNATION

- A. Any Employee desiring to resign shall file a written notice with his/her immediate supervisor and Employee Services at least fifteen (15) calendar days prior to the effective date.

ARTICLE 8

GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation, misapplication, or misinterpretation of the terms of this contract as expressed herein. Board policies, including changes therein, the provisions of insurance contracts, and matters remedied by administrative agencies shall not be subject to this grievance procedure.
- B. Discussion of alleged violations of this contract may be held informally at any time. Such discussion shall be held with the Employee's immediate supervisor and shall not be considered a grievance.
- C. No actual grievance shall be deemed to exist until a grievance is presented in writing to the appropriate administrative level involved with the grievance at which the grievance can be resolved. All grievances will be presented in writing on the form provided.
- D. The term "days" as used in the Grievance Procedure shall be interpreted as work days when school is in session. During the summer recess, "days" shall mean Monday through Friday, or follow the Summer Schedule as provided by the district annually, excluding legal holidays.
- E. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision of relief requested. In exceptional circumstances, extensions in time may be granted when so requested in writing and by mutual agreement. Such request must be filed within the normal appeal period.
- F. The Association shall inform the Employer by the first Monday in October of each school year the names of the members of the Association Grievance Committee. At any grievance hearing, one member of this Committee and/or representative of the Association shall represent the Association in the presentation of the grievance.
- G. The Employer hereby designates the appropriate administrator to act as its representative at Level One as hereinafter described and the Superintendent, or the designated representative, to act at Level Two as hereinafter described.
- H. Grievances may be presented by an Employee or a group of Employees, or by an Association representative for an Employee or group of Employees, or by the Association.

- I. Should the grieving party or parties fail to institute the grievance or appeal a decision within the time limits specified, all further proceedings shall be barred and the grievance shall be considered terminated.
- J. Any adjustment made by the parties as a result of any grievance review shall be consistent with the terms and conditions of this Agreement.

K. Informal Level

In the event an Employee or the Association believes that a grievable incident has occurred, the Employee shall request a meeting with the supervisor involved within fifteen (15) work days of the occurrence of such grievable incident. If the grievant is dissatisfied with the result of the meeting or the supervisor fails or refuses to provide such meeting within five (5) work days of the request, the claim or complaint may be formalized in writing as provided hereunder.

L. Formal Level One

If a complaint is not resolved in a conference between the Employee(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted in writing within ten (10) days of the meeting between the supervisor and the affected Employee(s). A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.

If the grievant(s) or the Association is not satisfied with the disposition of the grievance at Level One or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the Superintendent or the designated representative at Level Two.

M. Formal Level Two

A copy of the written grievance shall be filed with the Superintendent or the designated representative as specified in Level Two with the endorsement of the approval or disapproval of the Association.

Within three (3) days of the receipt of the grievance, the Superintendent or the designated representative shall arrange a meeting at the earliest mutually agreeable date with the grievant, grievants, or Association President's representative, to discuss the grievance. Within seven (7) days of the discussion, the Superintendent or the designated representative shall render the decision in writing including the reason for the decision, transmitting a copy of the same to the grievant, the principal(s) or director(s) of the building(s) in which the grievance arose, and the designated representative(s) of the Association.

N. Binding Arbitration

If no decision is rendered by the end of the seven (7) day period following the

discussion, or if the decision is unsatisfactory to the Association, the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within thirty (30) days from the date of the decision rendered in Level Two above.

O. Powers of the Arbitrator

It shall be the function of the arbitrator, and the arbitrator shall be empowered, except as the powers are limited below, after due investigation, to make a recommendation in cases of alleged violation, misapplication, or misinterpretation of the specific Articles and Sections of this Agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish new wage scales or change any wage established in this contract.
3. The arbitrator shall have no power to change any practice, policy, or rule of the Board except as these practices, policies or rules are in violation of this contract. The arbitrator's powers shall be limited to deciding whether the Employer has violated, misinterpreted, or misapplied Articles or Sections of this Agreement; and the arbitrator shall not imply obligations and conditions binding upon the Employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved and legal rights of the Employer.
4. Should either party dispute the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first rule the question of arbitrability. Should it be determined that the matter is not arbitrable, it shall be referred back to the parties without recommendation on its merits.
5. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
6. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Association. If the arbitration is held during school time, individuals needed at the hearing shall be released at no diminishment of benefits. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE 9

ASSIGNMENT AND TRANSFER

- A. Employees will be assigned to buildings in accordance with the needs of the Employer.

- B. Employees desiring a job transfer shall submit such a request through the Districts Applicant Central application system.
- C. Temporary transfers should be allowed to promote efficiency or meet an emergency.
- D. Unrequested transfers will be minimized and avoided where possible.
- E. No more than one transfer shall occur during any one school year, unless necessary to meet the needs of students. At the time the position closes, the successful candidate shall meet with the building team, and the current RASPA member to discuss the job responsibilities/duties, and then decide if they wish to take the position. A member will be granted one (1) working day trial period when transferring to another position. During that trial period, the employee shall have the opportunity to revert back to his/her former position. Such an employee cannot bid on additional postings for one (1) semester.
- F. In the event of a reduction or increase in the work hours, an Employee may exercise his/her bumping rights within his/her classification. In no case shall a reduction of any Employee's work hours take effect until the Employer gives fifteen (15) work days' written notice to the affected Employee(s).

ARTICLE 10

DISCHARGE, DEMOTION AND DISCIPLINE

- A. Discharge, suspension, discipline, or demotion of any Employee shall be made only for reasonable and just cause.
- B. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously; provided, however, that any offense involving moral turpitude shall be grounds for dismissal whenever discovered.
- C. Written reprimands shall become a part of the Employee's personnel record. A copy shall be provided to the Employee. It is understood that the Employer will provide the Association a copy of all formal and written disciplinary actions except in those cases where the Employee does not desire the Association to be informed. Written reprimands shall be removed upon the Employee's request from the personnel records of said Employee if the action resulting in the reprimand has not reoccurred during the last two (2) years.
- D. An Employee will have the right to review the contents of all records of the district pertaining to said Employee originating after initial employment and to have a representative of the Association accompany him/her to such review.
- E. Any complaint made against an Employee by any parent, student, or other person will be promptly called to the attention of the Employee. Any complaint not called to the attention of the Employee within seven (7) work days may not be used as the basis for any disciplinary action against the Employee.

ARTICLE 11

VACANCIES

- A. A vacancy is defined as a newly created position or a position which has been vacated due to illness, leave of absence, resignation, or retirement
- B. A temporary vacancy is a position that occurs as a result of an Employee being absent from his/her position. The District may immediately post, a temporary position, for any position where A RASPA member is on any type of approved leave. The employee is guaranteed to return to the position in which they vacated for up to one (1) year in accordance with an approved leave of absence.
- C. The Employer will post and publicize vacancies both internally (within the Association in the work sites of the school district) and externally. No vacancy shall be filled, except in case of emergency, on a temporary basis until such vacancy has been posted for seven (7) calendar days. The Association President and Secretary shall receive all postings.
- D. Employees interested in the vacancies shall apply via Applicant Central Application System within seven (7) calendar days and shall be interviewed. Notification via telephone, e-mail, mailed, or hand delivered shall be made to the selected applicant, and those not selected, within seven (7) calendar days after the position has been filled. Those not selected will also receive the reasons for non-selection. Vacancies shall be filled within twenty (20) work days of the day of posting.
- E. The Employer declares its support of a policy of promotion from within the school district.
- F. In filling a vacancy, the Employer agrees to give due weight to the qualifications of all Association applicants. When qualifications are equal between Employees applying for the same vacancy, seniority shall prevail.

ARTICLE 12

LAYOFF AND RECALL

- A. A layoff shall mean a reduction in the work force due to a decrease of work, a lack of operating funds, or reduction in enrollment. An Employee shall be notified in writing at least twenty (20) work days prior to the end of his/her work year. In the event an emergency arises due to lack of finances and/or enrollment loss, the Employer shall notify the Association and affected Employees in writing twenty (20) work days prior to any layoff.
- B. In the event of layoff, the order of layoff shall be:
 - First: Temporary Paraprofessionals
 - Second: Probationary Paraprofessionals
 - Third: Least Senior Paraprofessionals

In no case shall a new Paraprofessional be employed by the Employer while there are laid off Paraprofessionals who are qualified for the vacant or newly created position.

- C. According to seniority, as defined in Article 6, Paraprofessionals whose positions have been eliminated due to reduction in the work force or who have been affected by a layoff shall have the right to bump the least senior Paraprofessional to assume a position for which they are qualified as defined in Appendix B, except that BTAs will only be eligible to bump within their own classification, and may not be bumped by a Paraprofessional from another classification.

- D. In the event of a reduction or increase in his/her work hours, except as altered in Article 16 A., a Paraprofessional shall be eligible to bump into a position held by a Paraprofessional of less seniority according to the following procedures in the following order:
 - 1. Same number of hours
Same classification
 - a. Least Senior Paraprofessional with the same number of weeks per year (if none, go to 1. b.).
 - b. Least Senior Paraprofessional with a lesser amount of weeks per year (if none, go to 1. c.).
 - c. Least Senior Paraprofessional/ with a greater amount of weeks per year (if none, go to 2).

 - 2. Lower classification
 - a. Least Senior Paraprofessional with the same number of weeks per year (if none, go to 3. b.).
 - b. Least Senior Paraprofessional with a lesser amount of weeks per year (if none, go to 3. c.).
 - c. Least Senior Paraprofessional with a greater amount of weeks per year (if none, go to 4.).

 - 3. Different number of hours

Repeat 1.a. to 3.c.

Those Paraprofessionals subsequently displaced may exercise their rights as stated above.

Paraprofessionals who are affected by the above situation shall have the option of exercising their seniority to bump, if eligible.

In no case shall a reduction of any Employee's work hours take effect until the Employer gives fifteen (15) work days' written notice to the affected Employee(s).

- E. Laid off Employees shall be recalled in reverse order of layoff to any position for which they are qualified as defined in Appendix B, except that BTAs will only be recalled to the BTA classification, while Paraprofessionals in other classifications will not be eligible to be recalled to the BTA classification.
- F. Notice of recall shall be sent by certified mail to the address shown on the Employee's records. It is the responsibility of the Employee to maintain a current address with the Employer or recall rights will be waived. The recall notice shall state the details of the position offered and the established starting date. The recalled Employee shall be given a maximum of ten (10) calendar days from receipt of the notice to respond or all recall rights will be waived.
- G. Employees have the right to decline recall to positions which are of a different class from the class the Employee held prior to layoff, or has fewer hours, and retain all recall rights. Employees do not have the right to decline recall to positions of the same class the Employee held prior to layoff. Refusal to accept this position will result in termination and the Employee's future recall rights.
- H. Employees on layoff shall accrue seniority and will be maintained on recall status for a period not to exceed three (3) years.

ARTICLE 13

LEAVES OF ABSENCE

A. **Sick Leave**

- 1. Sick leave shall be granted to all Employees at the rate of one (1) day per calendar month per work year of the Employee. This sick leave shall be put at the disposal of the Employee at the start of the work year, less days contributed to the sick leave bank. Accumulation of unused sick leave days shall be limited to a maximum of three hundred (300) days. Employees utilizing sick leave for illness or injury occurring the day before or the day following a holiday or break may be required to provide medical documentation to be submitted to Employee Services.
- 2. Sick leave shall be granted for:
 - a. Personal illness, disability, or quarantine of an Employee or the Employee's living quarters or illness of a child, spouse, parent, or spouse's parent, and all reasons as listed under PMLA.
 - b. Providing care of a grandparent, or spouse's grandparent, for up to four (4) days for each person per year in case of illness or accident.
 - c. Paraprofessionals must report absence in the attendance management system and notify building administration as soon as possible or at least 2 hours before report time except in case of emergency.

Reasons for sick leave other than those listed will be determined by the Superintendent or representative.

3. Each Employee shall be notified, via the Districts timekeeping system, as to his/her number of sick days. The employee may access their payroll check information through the payroll portal.
4. Any Employee covered by this sick leave policy not fulfilling the contract either by resignation or dismissal shall have the sick leave prorated for the year and shall be required to repay to the Employer any payments received to which the Employee was not entitled.
5. Any Employee covered by the sick leave policy, whose personal illness extends beyond the period compensated for such sick leave, may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Such leave shall be limited to one (1) year, renewable at the Employer's option on written request.
6. The Employer is given the right to have an examination of an Employee sick when the employee is absent for five (5) or more consecutive days by a physician of its own choosing at the Employer's expense or as provided by law.
7. The Employer may require that an Employee sick for more than five (5) work days, before returning to work, shall present the Employer with a certificate of good health indicating that the Employee is physically and mentally able to return to work without danger to the students, teachers, or self.
8. When an Employee is absent an additional number of days over the sick leave allowance, the full daily wage shall be deducted, with the exception that the Employee may qualify for the sick leave bank benefits.
9. In case of absence due to injury or illness incurred in the course of employment for which the Employee receives benefits under the Michigan Workers' Compensation Act, the Employer shall pay the difference between the amount paid for compensation and the amount due under the Employee's regular pay rate to the extent of the Employee's accumulated days remaining in the individual sick leave bank. A prorated amount of time shall be deducted from the sick leave bank for payments made under this Section.

B. Sick Leave Bank

1. The Employer and Association will cooperate in the establishment of a sick leave bank. All employed Association Employees covered by this Agreement shall participate.
2. Two (2) days of each Employee's sick leave will be deposited in the sick leave bank each year until it is built up to a maximum of one hundred

(100) days. No more days will be added to this maximum until the sick leave bank is depleted to forty (40) days. The sick leave bank will then be built up again to one hundred (100) days and the process repeated.

3. Additions will be made to the sick leave bank at the beginning of each work year according to the above limitations. If the sick leave bank is depleted during a fiscal year, Association Employees will deposit days to build it up to one hundred (100) days.
5. The first twenty (20) work days of an Employee's illness or disability will not be covered by the sick leave bank, but must be covered by the Employee's own accumulated sick leave or absence without pay.
6. Employees withdrawing sick leave days from the sick leave bank will not be required to replace these days except as a regular contributing member of the sick leave bank.
7. The President of the Association will meet with the Employee Services Director to certify all transactions of the sick leave bank as well as the accuracy of additions and deductions from the sick leave bank.
8. The Association recognizes the responsibility of each member to use sick leave for its intended purpose.
9. A maximum of forty-five (45) days during one school year may be drawn by one individual from the sick leave bank. In order to access days from the sick bank, an employee must submit a statement from a physician attesting to the nature of the illness and to the fact that the employee is not able to perform the responsibilities and duties of the job.
10. Any Employee taking no more than one (1) sick leave day in a school year will receive one (1) bonus day the following year. An Employee taking no sick leave days in a school year will receive two (2) bonus days the following year. Such days shall accumulate up to five (5). If unused, these days shall be placed in the individual's sick leave bank.
11. Employees who have accrued seventy-five (75) days of sick leave may convert one (1) sick leave day to one (1) bonus day each year. Employees who have accrued one hundred (100) days of sick leave may convert two (2) sick leave days to two (2) bonus days each year. Employees who have accrued one hundred twenty-five (125) days of sick leave may convert three (3) sick leave days to three (3) bonus days each year. Employees who have accrued one hundred fifty (150) days of sick leave may convert four (4) sick leave days to four (4) bonus days each year.
12. Nothing in this Article shall be construed as placing any obligation on the Employer to advance or loan additional sick leave days to the sick leave bank should all days be used up in any period or periods of its operation.

13. The district will be required to pay sick leave benefits for no more than sixty-five (65) consecutive days (combined personal and sick leave bank days) for any specific illness. Any Employee covered by this sick leave provision whose illness extends beyond the provision of this Section may participate in the long-term disability insurance program if they so qualify. An individual, however, may use their personal sick leave days for any unrelated subsequent use of sick leave benefits.

C. Personal Leave

1. Out of the Employee's accumulated sick days, two (2) days per year may be utilized as personal days. However, these days will not compromise bonus day eligibility. The request for such days must be entered into Frontline Absent Management system and submitted at least one (1) week in advance of the intended date of absence—except in cases of emergency. Documentation may be required.
2. Absence for personal leave should not be requested on the day prior to or immediately following a holiday/break period or in conjunction with a bonus day, except in an emergency. Documentation may be required.

D. Childbearing and Child Care Leave

1. Childbearing is treated in a similar manner as any disability and will commence upon the request of the Employee with a doctor's note stating the date when the disability period shall commence.
2. The Employee shall be permitted to return to work at the conclusion of the postnatal period with written authorization of the physician that the Employee is physically able and capable of performing all duties and functions of the job.
3. An unpaid leave of absence may be granted to any Employee for the purpose of childcare, including adoption, not to exceed one (1) year. Said leave shall commence upon request of the Employee and the approval of the Board.

E. Unpaid Leaves of Absence

1. An Employee may be granted a leave of absence for personal reasons, without compensation or other benefits, for a period of up to one (1) year, provided such leave does not injure the program of the school. Written application for such leave shall be made to the Employee Services Director.
2. No scheduled salary adjustments, seniority, or retirement credit are allowed for such leave.
3. An Employee on leave who accepts other employment while on leave of absence shall be deemed to have terminated.

4. Veterans will be entitled to reemployment rights as provided by law.
5. An Employee granted a leave for six (6) months or more must give written notice of the desire to return at the expiration of the leave to the Employee Services Director at least sixty (60) calendar days prior to the expiration of the leave.

F. Bereavement Leave

1. Employees shall be granted up to three (3) bereavement leave days per incident in case of death in the immediate family. Immediate family shall be defined as: spouse, child, parent, brother, sister, grandparents, in-laws, grandchildren, spouse's grandparents, or member of the immediate household not related. No more than one (1) day shall be granted in the death of a close associate or other relative.
2. Employees may request additional days per incident using accumulated sick, personal or bonus leave days.

G. Jury Duty Leaves

Absence for jury service by an Employee is recognized by the Employer as approved leave and will not be chargeable to accumulated sick leave. The employee who serves on jury duty shall receive his/her pay from the Employer, the unit member shall submit to the payroll department the endorsed juror fee check.

H. Subpoena Leave

Absence for court subpoena by an Employee for a work related matter is recognized by the Employer as an approved leave and will not be chargeable to accumulative sick leave or personal days. The Employer agrees to pay the difference between the witness fee and the Employee's regular daily rate. An Employee may use his/her own accumulated sick leave or personal days for absences due to a court subpoena on a non-work related matter.

I. Family Medical Leave Act (FMLA)

The Board shall grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). All requests for such leave will be made to the Superintendent or designee. When the need is foreseeable, such notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days' notice, the employee will give as much notice as is practicable. Proper certification of the reason for the leave must be provided. A member may elect to use, in lieu of unpaid medical FMLA, his/her paid sick leave, bonus leave, or any combination thereof for all or part of the duration of the leave. However, it is further understood that the employer may, at its discretion, require the employee to utilize his/her bonus leave or sick leave for the extent of the FMLA leave.

At the end of the FMLA leave, the employee will be returned to the position he/she held prior to the leave, subject to Article 13.

ARTICLE 14

INSURANCE

Eligible employee: Works a minimum of 25 hours per week in one position. Employees working fewer than 25 hours per week qualify for \$20,000 life insurance.

Upon application, the Employer will provide insurance coverage in Sections A. Hospitalization, B. Life Insurance, C. Dental, D. Disability, and E. Vision.

Bargaining unit members not electing OPTION A may select OPTION B.

A full-time Employee as described herein is defined as someone who works at least ten (10) months per year for the Employer, eight (8) hours minimum per day, five (5) days per week, and is not a full-time Employee of any other organization.

All employees receiving District-paid medical insurance will be responsible to contribute to the cost of the premiums subject to Michigan law and Board policy. Employees shall pay such amounts on a pre-tax basis via payroll deduction on a per pay basis. Such payments shall be in addition to contributions that are already made by less than full-time employees.

In keeping with the concept of true proration, the Employer will provide the type of hospital/medical/surgical coverage presently carried for each full time Employee, and for each regular part time Employee, and will cover the cost of the premium on a prorated basis as follows:

	<u>District Share</u>	<u>Employee Share</u>
8 hours per day, 5 days per week	85%	15%
Less than 8 but more than 6 hrs per day, 5 days per week	67%	33%
6 or less hours but at least 5 hrs per day, 5 days per week	45%	55%

Employees receiving medical insurance, or employed by the district in any capacity, as of June 1, 2010, are grandfathered under the contribution rates in effective for the 2004-2007 contract as follows:

	District Share	Employee Share
5 hours but less than 6 hours per day, 5 days per week	60%	40%
6 hours but less than 8 hours per day, 5 days per week	82%	18%

OPTION A

A. Hospitalization Insurance

Upon proper completion of the required hospitalization application form by the employee, the Board of Education will provide a hospital/medical/surgical and major medical plan similar to the following:

Blue Care Network (BCN) HMO Plan BC10, with EHIM wrapped to BCN5
(cost of wrap to be paid by district)

This coverage includes EHIM Self-Funded \$10/\$20/\$40 RX (\$40 Copay-Designer and Non-Pref Drugs) prescription drug coverage. The Board of Education will bid this hospitalization plan to eligible carriers and will determine the successful carrier. This coverage shall include spouse and eligible dependents, but shall not include extra payment for sponsored dependents and family continuation riders. Additional benefits may be purchased, such as sponsored dependent and family continuation on an individual basis by payroll deduction; however, it is agreed the additional costs will be borne by the Employee. Any Employee who elects not to carry hospitalization may double his/her life insurance coverage instead of the hospitalization. It is understood that part time Employees would be able to double only that amount of insurance that they are entitled to.

B. Life Insurance Notification

All Employees upon proper application will be covered by life insurance on a group basis in the principal amount of \$40,000 minimum with double indemnity of Accidental Death and Dismemberment (AD&D). The provisions of the group policy and the rules and regulations of the carrier shall govern as to commencement and duration of benefits and all other aspects of coverage.

C. Dental Insurance

The dental plan will provide a \$1,000.00 per person, per contract year, maximum. The dental plan will be similar to the following:

Employees who do have dental through another source:

80%/80%/80%	Class I, II & III (\$1,000 annual max per person)
80%	Class IV (\$1,300 lifetime max per person)

D. Disability Insurance

Disability insurance coverage will be provided by the Employer and will contain coverage in accordance with the following guidelines:

- 1) 90 calendar days – modified fill freeze on Offsets
- 2) The benefit level will be sixty-six percent (66%) of the current daily rate of

pay for each regularly scheduled work day to a maximum benefit of \$5,000 per month.

- 3) Benefits will continue until the Employee is sixty-five (65) years of age if disability commenced prior to age 60. Disabilities commencing at or after age 60 and prior to age 66 are eligible for up to five years of benefits. Disability after age 66 will have benefits continue until the employee is 70 years of age.

E. Vision Insurance

The following vision insurance coverage will be provided by the Employer: VSP 2 Silver or comparable.

OPTION B: Includes Life, AD&D, LTD, Vision (optional) and Dental (optional) coverages.

A. Hospitalization Insurance/Cash-in-lieu

Employees who have hospitalization coverage under a spouse's must provide insurance carrier information to the Benefits Department when selecting PAK B. If the equivalent of five (5) employees select PAK B, a cash-in-lieu of health insurance benefits stipend will be paid in the amount of \$300.00 per month prorated as follows:

5 hours but less than 6 hours per day, 5 days per week	60%
6 hours but less than 8 hours per day, 5 days per week	82%

B. Life Insurance Notification

The Employee will provide to employees electing PAK B coverage (without health), life insurance on a group basis in the principal amount of \$60,000 minimum with double indemnity of Accidental Death and Dismemberment (AD&D), and \$10,000 spouse and \$5,000 dependent child(ren). The provisions of the group policy and the rules and regulations of the carrier shall govern as to commencement and duration of benefits and all other aspects of coverage.

C. Dental Insurance

The dental plan will provide a \$1,000.00 per person, per contract year, maximum. The dental plan will be similar to the following:

Employees who do have dental through another source:

100%/90%/90%	Class I, II & III (\$1,000 annual max per person)
90%	Class IV (\$1,000 lifetime max per person)

D. Disability Insurance

Disability insurance coverage will be provided by the Employer and will contain coverage in accordance with the following guidelines:

- 1) 90 calendar days – modified full freeze on Offsets
- 2) The benefit level will be sixty-six percent (66%) of the current daily rate of pay for each regularly scheduled work day to a maximum benefit of \$5,000 per month.
- 3) Benefits will continue until the Employee is sixty-five (65) years of age if disability commenced prior to age 60. Disabilities commencing at or after age 60 and prior to age 66 are eligible for up to five years of benefits. Disability after age 66 will have benefits continue until the employee is 70 years of age.
- 4) An Employee may continue at his/her own expense, dental and vision coverage while on LTD at the COBRA rate, effective the first of the month following his/her LTD eligibility.

E. Vision Insurance

The following vision insurance coverage will be provided by the Employer: VSP 3 Gold or comparable.

ARTICLE 15

WORK SCHEDULE

A. Work schedules for Employees shall be as follows:

CLASSIFICATION II:

Kindergarten/Young 5's Paraprofessionals

The Kindergarten/Young 5's Paraprofessionals will work the same calendar established for students. This calendar may be extended for all Kindergarten/Young 5's assistants by the Employee Services Director. The schedule shall be established and Kindergarten/Young 5's assistants so notified ten (10) work days prior to the start of school.

Title I Paraprofessionals

The Title I Paraprofessionals will work the same calendar established for students. The schedule shall be established and Title I Paraprofessionals so notified ten (10) work days prior to the start of school.

Academic Paraprofessionals

The Academic Paraprofessionals will work the same calendar established for students. The schedule shall be established and paraprofessionals so notified ten (10) work days prior to the start of school.

A combined committee will be established whose responsibility shall be to facilitate a procedure by which work materials and lesson plans will be provided to all paraprofessionals.

CLASSIFICATION III:

Special Education Paraprofessionals

The Special Education Paraprofessionals will work the same calendar established for students. The Special Education Paraprofessionals shall be notified of the number of hours they are assigned to their current positions and/or building at least ten (10) work days prior to the start of school. These hours may be altered during the school year based upon the educational needs of students. If a position has been eliminated, the affected Employee shall exercise his/her bumping rights according to Article 13, D. The district's share for benefits for Special Education Paraprofessionals will not be reduced during the school year.

No Employee shall be required to deal with intimate student self-care services without an adult present. There will be a designated currently available restroom that ensures privacy with a stop sign "Room in Use" attached to the door. Paraprofessionals will be provided smocks upon request by the Paraprofessional.

The Board will provide one million dollars (\$1,000,000) worth of liability insurance per incident for indemnification of each employee who performs these tasks. The Board will hold each Employee harmless, if they are not grossly negligent, and provide legal representation in case of any lawsuits.

Library Assistants

The Library Assistants will work the same calendar established for teachers. Library Assistants shall receive the same computer and keyboard training as teachers.

CTE Paraprofessional

The CTE Paraprofessional will work the calendar established by the CTE Coordinator and approved by the Superintendent. The schedule shall be established and the CTE Paraprofessionals so notified ten (10) work days prior to the start of school.

CLASSIFICATION IV

Building Technology Assistants

- A. Building Technology Assistants will work a schedule per the job posting. Upon mutual agreement between the employee and the supervisor, these hours may be flexed during the week to accommodate high volume technology demands/needs that occur within the buildings. Occasional additional hours, including summer work if needed, will be assigned upon mutual agreement between the employee and the supervisor.
- B. Employees working more than five (5) hours per day shall be entitled to a duty free uninterrupted lunch period of not less than thirty (30) minutes. The duty free lunch period will not be considered a part of the work day. (The schedule shall be worked out with the appropriate supervisor on the Employee's first day.)
- C. Employees working more than four (4) hours per day but less than eight (8) hours per day shall be granted one (1) fifteen (15) minute relief period per day. Employees working eight (8) hours shall be granted two (2) fifteen (15) minute relief periods per day.
- D. The Employer agrees to pay time and one half for any time in excess of eight (8) hours per day or forty (40) hours per scheduled week.
- E. Employees may ask to be excused from working overtime. All overtime must have prior approval of the immediate supervisor and the Superintendent or designee.
- F. The Board will provide an in-service for all RASPA members when requested by the Association and when mutually agreeable topics are agreed upon in advance. These programs shall not be considered overtime unless in-service puts employee's hours in excess of eight (8) hours per day or forty (40) hours per week.
- G. RASPA members may be required to attend training at the administrator's discretion. RASPA members shall get permission from their administrator and the Director of Special Services, to attend professional development outside of the required training, RASPA members shall be compensated at their regular rate of pay for training outside of their regularly scheduled work day and the district shall pay for all training required.
- H. Each building school improvement team will be encouraged to have at least one (1) RASPA representative chosen by building members.

ARTICLE 16

HOLIDAYS

- A. Holidays paid for by the Employer at the regular rate of pay shall apply to the Employees based on the number of months and hours worked during the school year. All regularly scheduled Employees shall be paid for those days that fall within their normal work year for the number of hours normally worked per day. Paid holiday schedule shall include:

Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
New Year's Day
MLK Day
Good Friday
Memorial Day

Earned compensatory time will be granted if requested on the afternoon before Thanksgiving and/or Good Friday.

Note: If for any reason classes are in session during any of the above days, Employees will be expected to report for work at their regular rate of pay. Other days will be determined as holidays by mutual agreement with the Superintendent or designee should this occur.

- B. If a holiday falls on a Saturday, the holiday will be observed on Friday. If a holiday falls on a Sunday, the holiday will be observed on Monday.
- C. It is further understood that under the concept of true proration every regularly scheduled Employee shall receive holiday pay based on only the number of hours each works per day on a normal basis and only for those days that fall within their work year as defined by the Superintendent and the immediate supervisor involved. To be eligible for holiday pay, Employees must be eligible for pay the last working day prior to the holiday and the first scheduled working day after the holiday.

ARTICLE 17

COMPENSATION

- A. Salary Schedule - The salary schedule shall be as it appears in Appendix A., which shall be attached hereto and considered a part hereof. New Employees with previous experience may be given credit for up to six (6) years of previous experience if that experience is deemed to be of value to the district. This must have the approval of the Superintendent or designee.

- B. Longevity For all Employees hired into the bargaining unit prior to July 1, 2012, prorated based on a six (6) hour day, The Board will pay longevity pay of \$500.00 beginning on their eighth (8th) anniversary of employment, \$750.00 beginning on their tenth (10th) anniversary of employment, \$950.00 beginning on their twelfth (12th) anniversary of employment, \$1,150 beginning on their fourteenth (14th) anniversary of employment, \$1,350 beginning on their sixteenth (16th) anniversary of employment, \$1,550 beginning on their eighteenth (18th) anniversary of employment, \$2,000 beginning on their twentieth (20th) anniversary of employment, and \$2,500 beginning on their twenty-fifth (25th) anniversary of employment. Longevity payments will be paid on the last payday in December, after the anniversary date. Longevity payments shall be paid out at a pro-rated amount should the employee retire during the school year.

Any person who retires in accordance with the Michigan Public Schools Employees Retirement Act at any time during the school year, or any person who provides thirty (30) calendar days' notice of a resignation in good standing, will be paid a proration of the amount coming towards their longevity.

- C. Mileage - Employees required in the course of their employment to move from one building to another during the school day or on school business shall receive reimbursement for the use of their personal automobile at the rate established by the Board of Education for each year. Employees shall file a mileage report on a monthly basis.
- D. Pay Options - Employees must receive their salary every two weeks during the employee's specific work year.
- E. Bargaining unit members shall utilize the Districts electronic timekeeping system for the purpose of reporting their hours. When authorized to work additional time, the employee is required to complete the comment section in the time clock system referencing the reason for and approver of the additional time. Additional time will be granted for the safety and welfare of students. Overtime will be paid for any hours over 8 hours per day or 40 hours per week. Employees will not be required to clock in and out for lunch. Employees should make every effort to clock in and out on a daily basis. Missed "punches" should be reported to your immediate supervisor or the Business Office to be corrected. It is against school board policy to clock in and out for another employee or have another clock in and out for you. Timekeeping will be done in tenths and will follow the guidance of the fair labors standards act.
- F. Employees must have their paychecks directly deposited into a financial institution of their choice. Deposits will be electronically transferred the same day as the established pay date of the district.

ARTICLE 18

HANDLING OF PRIVILEGED INFORMATION

It is understood by both parties that Employees have access to certain confidential information having to do with students, other employees, records, and negotiation

information that must not be released except to authorized personnel.

The building principal or supervisor shall inform the Employees under the building principal or supervisor's supervision as to those materials which should be considered as confidential and to whom the Employee is authorized to give the materials.

Any Employee guilty of disclosing privileged information to parties other than those authorized, either by intent or by avoidable error, shall be subject to immediate disciplinary action including possible dismissal.

ARTICLE 19

DEFINITIONS AND MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees shall be found contrary to law, such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions of this Agreement shall remain in full force and effect.

- B. When the Superintendent cancels school, employees are not expected to report for work, intent being staff report to work when students are in attendance. Such day(s) will be a non-work, non-paid day for all RASPA members. However, employees with sick leave, personal days, and/or bonus days available will have this time utilized to compensate employees in lieu of unpaid school closures. School closures do not affect bonus day eligibility. Employees will be required to report to work when teachers are required to report to work if the day is a scheduled workday for the employee. In the event school is canceled after employees have reported for work, the employees will remain on the job until released by the Principal, intent being the effect of a smooth closing of the buildings. Should the District "close" a building for any allowable "forgiven" reason (i.e. power outage, construction, inclement weather, outbreak, etc.) and the District is able to count the day towards the required days/hours, RASPA members will work (virtually) and shall be compensated for their normal shift on the "forgiven" day, if students are in session virtually.

The District agrees to Immediately comply with legislation that may arise regarding the closure of school.

- C. Special Education Paraprofessionals may be required to administer tracheotomy suctioning, catheterization (including clean intermittent catheterization), diapering, cleaning up of bodily fluids, tube feeding to students, and dispensing medication if needed for a student, either orally or by tube. Paraprofessionals will be trained in the above procedures at the Employer's expense. Paraprofessionals will be trained by modeling/instruction by qualified personnel. Qualified personnel will observe the implementation(s) of the procedure following training. Retraining for a procedure will be done as needed. No Special Education Paraprofessional will be required to perform the procedures described above without training. The Employer will provide appropriate materials, and an adult witness shall be present during these procedures. A written parental

request for any service listed above must be accompanied by a written statement from a physician as to the medical need for this service.

Special Education Paraprofessionals who are required to perform student self-care services, as outlined above in Article 19 C., will receive an additional stipend of \$2.00 per hour, for all scheduled assigned work hours that day.

- D. The Board of Education of the Romeo School District will by Board resolution make the "dispensing of medication" part of the Employees' job description if they are to perform this task. Further, the Employer will provide one million dollars (\$1,000,000) worth of liability insurance per incident for indemnification of each Employee who performs this task. The Employer will hold each Employee harmless, if they are not grossly negligent, and provide legal representation in case of any lawsuits.
- E. The Employer shall not supplant Employees with outside workers unless required by law. In the event the Employer should need to subcontract the duties of any Employee or the responsibilities of any position in the Association on a temporary basis while the hiring process takes place, the Employer and the Association shall meet to review the necessity for such subcontracting and agree upon the duration of the temporary assignment.
- F. Evaluations will be conducted at least once every two (2) years by individual administrators. If any category is marked "Needs Improvement", the Employee and the administrator will meet and mutually develop their plan to correct the situation. New Employees must be evaluated at the conclusion of their first (1st) year of employment. Failure to receive a bi-annual evaluation shall mean that the Employee has performed his/her duties in a satisfactory manner. The evaluation procedure is contained in the instruments found in Appendix D. Association and district representatives will review and update the evaluation tool. This committee will make a recommendation of any changes to the bargaining teams for appropriate approval prior to implementation.
- G. This entire agreement or specific provisions of this agreement may be rejected, modified, or terminated by an emergency financial manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.
- H. The District recognizes the integral support that the paraprofessionals provide to the instructional process for the students of Romeo Community Schools, therefore, the District will provide a portable computer device, at least equal to that of the students, to those paraprofessionals who provide direct instruction services to our students.

ARTICLE 20

NO STRIKE CLAUSE

- A. The Association recognizes that strikes, as defined in Section 1 of Public Act 336 of 1947 of Michigan, as amended, are contrary to law and public policy. The

Board and the Association subscribe to the principal that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage, or support any strike against the Employer by any group, organization, association, or union.

CONTRACT DURATION

A. The terms of this Agreement shall be effective for a period beginning July 1, 2021 and shall continue through June 30, 2024.

Ninety (90) days prior to June 30, 2024 upon request by either party, negotiations will be undertaken toward a new contract.

It is further understood that the terms and conditions of this Agreement will continue until the new Agreement is negotiated.

IN WITNESS WHEREOF the said parties have caused this Agreement to be executed by their duly authorized officers, the day and year first above written.

BOARD OF EDUCATION
OF THE
ROMEO COMMUNITY SCHOOLS

ROMEO EDUCATIONAL
SUPPORT PERSONNEL
ASSOCIATION, ASSISTANTS

By: *Gill S. Pally*
President

By: *Peggy Laurain*
President

Muel C. Astine
Secretary

Leslie Seewerke
Vice President

Julia Butler
Chief Negotiator for the BOE

Christy J. Corto
Chief Negotiator for the Association

APPENDIX A
RASPA EMPLOYEES SALARY SCHEDULE

2021 -2022

- 2% on schedule increase
- All eligible members move a full step.
- Staff members on Step 8 during the 2021-2022 school year receive a \$400.00 off schedule payment on the 1st check in April 2022

2022 – 2023

- 2% on schedule increase
- All eligible members move a full step.
- Staff members on Step 8 during the 2022-2023 school year receive a \$400.00 off schedule payment on the 1st check in April 2023

2023-2024

- 2% on schedule increase
- All eligible members move a full step.
- Staff members on Step 8 during the 2023-2024 school year receive a \$400.00 off schedule payment on the 1st check in April 2024

CLASS II	STEP NO.	2021 - 2022 RATE	2022 - 2023 RATE	2023 - 2024 RATE
Academic Paraprofessionals	1	\$ 12.07	\$ 12.31	\$ 12.55
Title 1 Paraprofessionals	2	\$ 12.61	\$ 12.86	\$ 13.12
Kindergarten/Young 5's Paraprofessionals	3	\$ 13.24	\$ 13.50	\$ 13.77
	4	\$ 13.86	\$ 14.14	\$ 14.42
	5	\$ 14.50	\$ 14.79	\$ 15.09
	6	\$ 15.22	\$ 15.52	\$ 15.83
	7	\$ 15.93	\$ 16.25	\$ 16.58
	8	\$ 17.00	\$ 17.34	\$ 17.69

CLASS III	STEP NO.	2021 - 2022 RATE	2022-2023 RATE	2023 - 2024 RATE
CTE Paraprofessionals	1	\$ 12.46	\$ 12.71	\$ 12.97
Library Assistants	2	\$ 13.15	\$ 13.41	\$ 13.68
Special Education Paraprofessionals	3	\$ 13.87	\$ 14.15	\$ 14.43
	4	\$ 14.55	\$ 14.84	\$ 15.13
	5	\$ 15.24	\$ 15.54	\$ 15.85
	6	\$ 16.09	\$ 16.41	\$ 16.74
	7	\$ 16.96	\$ 17.30	\$ 17.65
	8	\$ 17.90	\$ 18.26	\$ 18.62

CLASS IV	STEP NO.	2021 - 2022 RATE	2022-2023 RATE	2023- 2024 RATE
Building Technology Assistants	1	\$ 12.46	\$ 12.71	\$ 12.97
	2	\$ 13.15	\$ 13.41	\$ 13.68
	3	\$ 13.87	\$ 14.15	\$ 14.43
	4	\$ 14.55	\$ 14.84	\$ 15.13
	5	\$ 15.24	\$ 15.54	\$ 15.85
	6	\$ 16.09	\$ 16.41	\$ 16.74
	7	\$ 16.96	\$ 17.30	\$ 17.65
	8	\$ 17.90	\$ 18.26	\$ 18.62

Paraprofessionals who are required to perform student self-care services, as outlined in Article 19 C., will receive an additional stipend of \$2.00 per hour.

Library Assistants who have completed the thirty (30) hour certified library technical program or equivalent will receive an additional stipend of \$1.00 per hour.

LONGEVITY
Refer to Article 17(B)

YEARS OF SERVICE	AMOUNT
8	\$500.00
10	\$750.00
12	\$950.00
14	\$1,150.00
16	\$1,350.00
18	\$1,550.00
20	\$2,000.00
25	\$2,500.00

LETTER OF AGREEMENT

Between

Romeo Board of Education

And

Romeo Assistants Support Personnel Association

The Board and the Association agree that the following Employees shall receive long-term experience pay in an amount equal to the number of hours designated below for each Employee. Such pay shall be added each year to the Employee’s base salary and paid out throughout the Employee’s work year.

Bothwell, Liane - Retired	41.75
Debczak, Susan	13.75
Delmotte, Arlene - Retired	19.25
Klosterhaus, Joan - Retired	44.50
Laurain, Margaret	13.75
Maitland, Cynthia - Retired	19.25
Scott, Janet	19.25
Sidell, Linda - Retired	19.20

Nothing in this agreement will be deemed as setting precedent.

BOARD OF EDUCATION

FOR THE ASSOCIATION

Eric Whitney
 Superintendent
 Romeo Community Schools

Margaret Laurain
 RASPA President

Date

Date

APPENDIX B

MINIMUM QUALIFICATIONS

The following represent the minimum qualifications required for persons working within the defined classification categories:

CLASSIFICATION II:

Kindergarten/Young 5's Paraprofessionals

Title 1 Paraprofessionals

Academic Paraprofessionals

Kindergarten/Young 5's Paraprofessionals:

High school diploma or equivalency.

Proficiency in all language arts skills areas.

Ability to work well with students, the public, and other employees.

Title 1 Paraprofessionals:

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours); or
- Obtain an associate's degree (or higher); or
- Meet a rigorous standard of quality and demonstrate, through passage of an approved formal state academic assessment in the following areas:
 - Knowledge of, and the ability to assist in, instructing reading, writing and mathematics; or
 - Knowledge of, and the ability to assist in, instructing reading readiness, writing readiness, and mathematics readiness, as appropriate.
- The State Board of Education approved the following formal assessments by which a paraprofessional may choose to demonstrate this knowledge:
 - Basic Skills Examination
 - A passing score on the MTTC Basic Skills Test
 - A passing score of at least 480 on the evidence-based reading and writing section of the SAT and 530 on the mathematics section in lieu of the Basic Skills Examination or the Professional Readiness Exam
 - ETS Parapro Assessment
 - A passing score of 460 is required

Proficiency in all language arts skills areas.

Ability to work well with students, the public, and other employees.

Academic Paraprofessionals:

High School Diploma or its equivalency
Two (2) years' work experience in the area preferred.
Ability to work well with students, the public, and other employees.

CLASSIFICATION III:

Library Assistants

CTE Paraprofessionals

Special Education Paraprofessionals

Library Assistants

High school diploma or equivalency.
Completion of thirty (30) hour
Certified Library Technical Program is desired.
Typing proficiency 50 w.p.m.
Proficiency in all language arts skill areas.
Ability to work well with students, the public,
and other employees.
Ability to handle routine correspondence.
Ability to set up and maintain files.
Ability to operate media equipment.
Ability to access the Internet.
Ability and desire to learn new technologies.
Computer literate.

CTE Paraprofessionals

High school diploma or equivalency.
Two (2) years' work experience in the area.
Ability to work well with students, the public, and other employees.

Special Education Paraprofessionals

High school diploma or equivalency.
Two (2) years' work experience in the area.
Ability to work well with students, the public, and other employees.
CPI training required (at the next available session)

CLASSIFICATION IV:

Building Technology Assistants

High school diploma or equivalency
Advanced training in technology preferred
/Proficiency in all language arts skill areas
Ability to learn new technologies
Ability to work well with students, the public,
and other employees
Familiar with latest version of Windows
Knowledge of IOS devices and apps
Experience working with wireless technologies and networks
Experience creating, maintaining and using images and apps

APPENDIX C

RASPA GRIEVANCE FORM

Grievance No. _____
Date Filed _____

Name of Grievant(s) _____

Work Location _____ Classification _____

Date of alleged violation _____

Nature of grievance _____

Contract article(s) or policy violated _____

Signature of Grievant(s)

Date

Association endorsement (Level Three):
The Association has reviewed the above stated grievance and:

- Agrees that the contract or policy has been violated.
- Finds no contract violation.
- Forwards with no recommendation.

Signature of Association Secretary _____

Dated _____

APPENDIX D - ROMEO COMMUNITY SCHOOLS

Paraprofessional Evaluation

Employee:

Site:

Date of Evaluation:

Date of Review:

School Year:

Evaluator:

Total Score Divided by Number of Indicators			
4-Highly Effective	3-Effective	2-Minimally Effective	1-Ineffective
3.6 – 4.0	2.6-3.5	1.6-2.5	1.0-1.5

Performance Indicator:			Score or N/A
1. Assists the teacher in the preparation and organization of instructional materials.			
Prepares and organizes materials effectively and efficiently as assigned by the teacher. Assists and collaborates in the adaptation of new strategies for unique student needs and situations with the administrator/teacher.	Prepares and organizes materials effectively and efficiently as assigned by the teacher.	Materials may be less than well done and/or not done according to directives.	Attempts to perform this activity but often does not actually complete or follow through with these attempts.
2. Assists the teacher with the instruction of students as assigned			
Assists the teacher by providing effective instruction and activities for assigned students. Assists and collaborates in the adaptation of new strategies for unique student needs and situations with the administrator/teacher.	Assists the teacher by providing effective instruction and activities for assigned students.	Assists the teacher by providing instruction and activities for assigned students, but they may be less than effective.	Attempts to perform this activity but often does not actually complete or follow through with these attempts.
3. Assists the teacher in appropriate record keeping as determined by the classroom teacher			
Keeps accurate and up-to-date records and/or data as assigned by teacher. Assists and collaborates in the adaptation of new strategies for unique student needs and situations with the administrator/teacher.	Keeps accurate and up-to-date records and/or data as assigned by teacher.	Keeps records and data that may include some inaccuracies or may not always be up-to-date	Attempts to perform this activity but often does not actually complete or follow through with these attempts.
4. Assists the teacher with student management, as assigned by the teacher, doing what is appropriate and within the legal limitations for classified employees			
Assists the teacher with effective student management, as indicated by training. Assists and collaborates in the adaptation of new strategies for unique student needs and situations with the administrator/teacher.	Assists the teacher with effective student management, as indicated by training.	Does not always assist the teacher with student management in an effective manner.	Attempts to perform this activity but often does not actually complete or follow through with these attempts.

5. Assists the teacher or administrator in the supervision of students in activities outside the classroom, including recess, lunchroom, starting and ending of the day, hallway, and other activities			
Supervises students as assigned by teacher or administrator, using appropriate and effective techniques. Assists and collaborates in the adaptation of new strategies for unique student needs and situations with the administrator/teacher.	Supervises students as assigned by teacher or administrator, using appropriate and effective techniques.	Assists with supervision, usually with appropriate and effective techniques, although there are occasional examples that are not effective.	Supervision is haphazard or ineffective techniques are employed and the supervision is not well executed.
6. Performs any other job responsibilities deemed appropriate by the teacher and/or appropriate administrator			
Performs other job responsibilities in a timely and effective manner, as assigned by teacher or administrator. Assists and collaborates in the adaptation of new strategies for unique student needs and situations with the administrator/teacher.	Performs other job responsibilities in a timely and effective manner, as assigned by teacher or administrator.	Performs other responsibilities as assigned, but may complain or do so in an ineffective or delayed manner.	Attempts to perform this activity but often does not actually complete or follow through with these attempts.
7. Attendance			
Attendance is perfect.	Demonstrates high dependability by meeting or exceeding expected attendance expectations.	Attendance is within guidelines, but demonstrates a pattern of missed work or a pattern of using all sick days each year.	Attendance records show non-compliance with expectations.
8. Punctuality			
Arrives at scheduled time on a regular basis and never late.	Demonstrates high dependability by meeting expected punctuality expectations.	Occasionally late	Often late
9. Completes assigned work in scheduled time			
Demonstrates high dependability by completing all work before expected completion.	Demonstrates high dependability by completing all work in a reasonable amount of time as assigned.	Most work is completed on time, but occasionally loses track of deadlines.	Attempts to perform this activity but often does not actually complete or follow through with these attempts.
10. Demonstrates resourcefulness in performing assigned tasks			
Uses initiative and resourcefulness in performing assigned tasks. Assists and collaborates in the adaptation of new strategies for unique student needs and situations with the administrator/teacher.	Uses initiative and resourcefulness in performing assigned tasks.	Needs specific instruction and occasional reminding for tasks; struggles with being resourceful with assigned tasks.	Attempts to perform this activity but often does not actually complete or follow through with these attempts.
11. Displays ability to plan and organize			
Demonstrates strong organizational and planning skills. Assists and collaborates in the adaptation of new strategies for unique student needs and situations with the administrator/teacher.	Demonstrates strong organizational and planning skills.	Effective organizational and planning skills are not always demonstrated.	Attempts to perform this activity but often does not actually complete or follow through with these attempts.

12. Cooperates with supervising teacher/s, administrator/s and other staff			
Is a recognized leader with this indicator.	Cooperates willingly, works well with others, provides strong contributions to a team.	Usually cooperative, usually works well with others, contributes occasionally to team plans.	Viewed as confrontational, less than willing to cooperate by team members.
13. Flexible; adapts to special situations			
Is a recognized leader with this indicator and it can be noted in specific circumstances.	Demonstrates flexibility and initiative in adapting to special situations.	Usually flexible, but occasionally shows difficulty adapting to special situations.	Viewed as quite rigid by other staff members, does not adapt well to change.
14. Relates well with school-aged and/or preschool children, teachers, and members of the community			
Is a recognized leader with this indicator and it can be noted in specific circumstances.	Forms and promotes healthy relationships with students, staff members and others.	Most relationships are healthy, with an occasional conflict that doesn't interfere with job performance.	Occasional conflicts with students or staff interfere with job performance.
15. Maintains a positive and supportive attitude for the teacher, classroom and school			
Is a recognized leader with this indicator and it can be noted in specific circumstances and/or helps others.	Interacts with staff members, parents and students in a positive manner and helps extinguish negative conversations about others.	Interacts in a positive manner with others, but does not help extinguish negative conversations about others.	Frequently displays a negative attitude to staff or students.
16. Adheres to district and school rules and procedures			
Is a recognized leader with this indicator and it can be noted in specific circumstances and/or helps others.	Is aware of district and school rules and procedures and adheres to them.	Is aware of district and school rules and procedures and may adhere to most of them, although complaints are made.	Is aware of district and school rules and procedures but does not adhere to all of these rules and procedures
TOTAL SCORE			
TOTAL SCORE DIVIDED BY NUMBER OF INDICATORS			

Comments:

Suggestions for Improvement:

Evaluator's Signature

Employee's Signature

Date

Date

*TO THE EVALUATOR: The employee is required to self-evaluate.

*TO THE EMPLOYEE: Your signature indicates that you have read this evaluation and have had the opportunity to discuss it with the evaluator. If you so desire you may prepare a written response (within ten {10} working days of this dated document) which will be attached to this evaluation.

Total Score _____/Number of Indicators = Effectiveness Rating _____ (Remove all N/A's from the Total Score and Number of Indicators).

Library Assistant

Employee:

Site:

Date of Evaluation:

Date of Review:

School Year:

Evaluator:

Total Score Divided by Number of Indicators			
4-Highly Effective	3-Effective	2-Minimally Effective	1-Ineffective
3.6 - 4.0	2.6-3.5	1.6-2.5	1.0-1.5

Performance Indicator:			Score or N/A
1. Ensures that library services meet the needs of particular groups of uses (e.g. staff, students, and students with disabilities)			
Adapts and creates new strategies for unique technical problems and situations	Prepares and organizes for troubleshooting technical problems effectively and efficiently	Is somewhat unprepared to troubleshoot technical problems, but seeks assistance	Attempts to perform this activity but often does not actually complete or follow through with these attempts.
2. Provides and recalls details of work performed; whether materials are categorized and maintained; whether employee can easily move back and forth between assignments with proper prioritization as it applies to the position			
Adapts and creates new strategies for unique needs and situations	Prepares and organizes in a detailed manner allowing for employee to prioritize properly	Keeps records and data that may include some inaccuracies or may not always be up-to-date	Attempts to perform this activity but often does not actually complete or follow through with these attempts.
3. Prepares for all assignments giving the proper consideration for the need of contingent plans and the proper selecting, developing, cataloguing and classifying library resources that may be necessary to complete assignments			
Adapts and creates new strategies for unique needs and situations	Prepares and organizes in a detailed manner allowing for employee to be prepared for assignments	Prepares for assignments and contingency planning, but may complain or do so in an ineffective or delayed manner.	Attempts to perform this activity but often does not actually complete or follow through with these attempts.
4. Ability to carry out work assignments with minimum supervision and direction			
Is a recognized leader in helping others with this activity	Demonstrates high dependability by carrying out work assignments in a timely manner.	Does not always carry out the work assignment without direction and supervision.	Attempts to perform this activity but often does not actually complete or follow through with these attempts.
5. Performs any other job responsibilities deemed appropriate by the appropriate administrator or teacher.			
Adapts and creates new strategies for unique administrator, staff and/or student needs and situations	Performs other job responsibilities in a timely and effective manner, as assigned.	Performs other responsibilities as assigned, but may complain or do so in an ineffective or delayed manner.	Attempts to perform this activity but often does not actually complete or follow through with these attempts.
6. Attendance			
Attendance is perfect.	Demonstrates high dependability by meeting or exceeding expected attendance expectations.	Attendance is within guidelines, but demonstrates a pattern of missed work or a pattern of using all sick days each year.	Attendance records show non-compliance with expectations.

7. Punctuality			
Arrives at scheduled time on a regular basis and never late.	Demonstrates high dependability by meeting expected punctuality expectations.	Occasionally late	Often late
8. Completes assigned work in scheduled time.			
Adapts and creates new strategies for unique administrator, staff, and/or student needs and situations	Demonstrates high dependability by completing all work in a reasonable amount of time as assigned or before expected time.	Most work is completed on time, but occasionally loses track of deadlines.	Attempts to perform this activity but often does not actually complete or follow through with these attempts.
9. Demonstrates resourcefulness in performing assigned tasks			
Uses initiative and resourcefulness in performing assigned tasks. Assists and collaborates in the adaptation of new strategies for unique student needs and situations with the administrator/teacher.	Uses initiative and resourcefulness in performing assigned tasks.	Needs specific instruction and occasional reminding for tasks; struggles with being resourceful with assigned tasks.	Attempts to perform this activity but often does not actually complete or follow through with these attempts.
10. Displays ability to plan and organize			
Demonstrates strong organizational and planning skills. Assists and collaborates in the adaptation of new strategies for unique student needs and situations with the administrator/teacher.	Demonstrates strong organizational and planning skills.	Effective organizational and planning skills are not always demonstrated.	Attempts to perform this activity but often does not actually complete or follow through with these attempts.
12. Flexible; adapts to special situations			
Is a recognized leader with this indicator and it can be noted in specific circumstances.	Demonstrates flexibility and initiative in adapting to special situations.	Usually flexible, but occasionally shows difficulty adapting to special situations.	Viewed as quite rigid by other staff members, does not adapt well to change.
13. Relates well with school-aged and/or preschool children, teachers and members of the community			
Is a recognized leader with this indicator and it can be noted in specific circumstances.	Forms and promotes healthy relationships with students, staff members and others.	Most relationships are healthy, with an occasional conflict that doesn't interfere with job performance.	Occasional conflicts with students or staff interfere with job performance.
14. Maintains a positive and supportive attitude for all stakeholders and school			
Is a recognized leader with this indicator and it can be noted in specific circumstances and/or helps others.	Interacts with staff members, parents and students in a positive manner and helps extinguish negative conversations about others.	Interacts in a positive manner with others, but does not help extinguish negative conversations about others.	Frequently displays a negative attitude to staff or students.
15. Adheres to district policy and school rules and procedures			
Is a recognized leader with this indicator and it can be noted in specific circumstances and/or helps others.	Is aware of district and school rules and procedures and adheres to them.	Is aware of district and school rules and procedures and may adhere to most of them, although complaints are made.	Is aware of district and school rules and procedures but does not adhere to all of these rules and procedures.

TOTAL SCORE			
TOTAL SCORE DIVIDED BY NUMBER OF INDICATORS			

Comments:

Suggestions for Improvement:

Evaluator's Signature

Employee's Signature

Date

Date

*TO THE EVALUATOR: The employee is required to self-evaluate

*TO THE EMPLOYEE: Your signature indicates that you have read this evaluation and have had the opportunity to discuss it with the evaluator. If you so desire you may prepare a written response (within ten {10} working days of this dated document) which will be attached to this evaluation.

Total Score _____/Number of Indicators = Effectiveness Rating _____ (Remove all N/A's from the Tot

Building Technology Assistant (BTA)

Employee:

Site:

Date of Evaluation:

Date of Review:

School Year:

Evaluator:

Total Score Divided by Number of Indicators			
4-Highly Effective	3-Effective	2-Minimally Effective	1-Ineffective
3.6 - 4.0	2.6-3.5	1.6-2.5	1.0-1.5

Performance Indicator:			Score or N/A
1. Performs troubleshooting skills to resolve technical problems			
Adapts and creates new strategies for unique technical problems and situations	Prepares and organizes for troubleshooting technical problems effectively and efficiently	Is somewhat unprepared to troubleshoot technical problems, but seeks assistance	Attempts to perform this activity but often does not actually complete or follow through with these attempts.
2. Provides and recalls details of work performed; whether materials are categorized and maintained; whether employee can easily move back and forth between assignments with proper prioritization as it applies to the position			
Adapts and creates new strategies for unique needs and situations	Prepares and organizes in a detailed manner allowing for employee to prioritize properly	Keeps records and data that may include some inaccuracies or may not always be up-to-date	Attempts to perform this activity but often does not actually complete or follow through with these attempts.
3. Prepares for all assignments giving the proper consideration for the need of contingent plans that may be necessary to complete the assignment			
Adapts and creates new strategies for unique needs and situations	Prepares and organizes in a detailed manner allowing for employee to be prepared for assignments	Prepares for assignments and contingency planning, but may complain or do so in an ineffective or delayed manner.	Attempts to perform this activity but often does not actually complete or follow through with these attempts.
4. Ability to carry out work assignments with minimum supervision and direction			
Is a recognized leader in helping others with this activity	Demonstrates high dependability by carrying out work assignments in a timely manner.	Does not always carry out the work assignment without direction and supervision.	Attempts to perform this activity but often does not actually complete or follow through with these attempts.
5. Performs any other job responsibilities deemed appropriate by the appropriate administrator, staff, and students.			
Adapts and creates new strategies for unique administrator, staff and/or student needs and situations	Performs other job responsibilities in a timely and effective manner, as assigned.	Performs other responsibilities as assigned, but may complain or do so in an ineffective or delayed manner.	Attempts to perform this activity but often does not actually complete or follow through with these attempts.
6. Attendance			
Attendance is perfect.	Demonstrates high dependability by meeting or exceeding expected attendance expectations.	Attendance is within guidelines, but demonstrates a pattern of missed work or a pattern of using all sick days each year.	Attendance records show non-compliance with expectations.

7. Punctuality			
Arrives at scheduled work time and is never late.	Demonstrates high dependability by meeting expected punctuality expectations.	Occasionally late	Often late
8. Completes assigned work in scheduled time.			
Adapts and creates new strategies for unique administrator, staff, and/or student needs and situations	Demonstrates high dependability by completing all work in a reasonable amount of time as assigned or before expected time.	Most work is completed on time, but occasionally loses track of deadlines.	Attempts to perform this activity but often does not actually complete or follow through with these attempts.
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TOTAL SCORE			
TOTAL SCORE DIVIDED BY NUMBER OF INDICATORS			

Comments:

Suggestions for Improvement:

Evaluator's Signature

Employee's Signature

Date

Date

*To THE EVALUATOR: The employee is required to self-evaluate.

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APPENDIX E

Employees are expected to punch in and out no earlier than six (6) minutes prior to shift start and no later than six (6) minutes after shift end on a daily basis. Any deviations shall have prior approval from your immediate supervisor. Exceptions will be given for late buses. Patterns of no punches and/or late punches may result in disciplinary action.

State of Michigan 6-minute rounding rule.

Time records must be computed to the nearest 1/10 of an hour (6 minutes) or finer measure (Administrative Rule R408.702(e)).

Frontline rounds to your scheduled time and then in 6 minute increments.

For example:

Your schedule is 8:58-3:58

Punch in	Round to
8:52	8:58
8:56	8:58
9:00	8:58
9:02	8:58
8:51	8:54
9:07	9:06

Punch Out	Round to
3:52	3:58
3:56	3:58
4:00	3:58
4:02	3:58
3:51	3:54
4:07	4:06

Basic Rounding Rule Chart

Minutes in relation to an exact hour	Round to	Tenth of an hour
:58 to :03	:00	0
:04 to :09	:06	0.1
:10 to :15	:12	0.2
:16 to :21	:18	0.3
:22 to :27	:24	0.4
:28 to :33	:30	0.5
:34 to :39	:36	0.6
:40 to :45	:42	0.7
:46 to :51	:48	0.8
:52 to :57	:54	0.9

Act of God, 24
Association activities, 3
Association Grievance Committee, 5
Bereavement Leave, 15
bonus day, 13
bumping rights, 8
Childbearing and Child Care Leave, 14
CONTRACT DURATION, 27
Discharge, suspension, discipline, or demotion, 8
Evaluations, 35
Family Medical Leave Act (FMLA), 15
filling a vacancy, 9
grievance, 5
HOLIDAYS, 22
INSURANCE, 16
insurance coverage, 17
Jury Duty Leaves, 15
layoff, 9
Longevity, 23
Mileage, 23
OPTION A, 17
Pay Options, 23
Personal Leave, 14
probationary employees, 3
proration, 16
resign, 5
Salary Schedule, 28
Sick Leave, 11
Sick Leave Bank, 12
strikes, 25
student self-care services, 20
Subpoena Leave, 15
supplant Employees, 24
temporary vacancy, 9
Unpaid Leaves of Absence, 14
WORK SCHEDULE, 19