

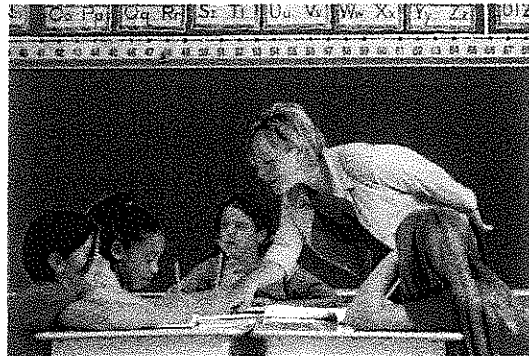
AGREEMENT

Between the

Comstock Public Schools

And the

Comstock Paraprofessional Association
MEA/NEA



2012 ~ 2014

AGREEMENT

THIS AGREEMENT made by and between Comstock Public Schools, Kalamazoo County, Michigan, a School District organized under the Constitution and laws of the State of Michigan (hereinafter called the "Employer"), and the Comstock Paraprofessional Association/Michigan Education Association (hereinafter called the Association).

Article 1 Recognition Clause

- 1.0 The Comstock Public Schools Board of Education hereby recognizes the Association as the sole and exclusive collective bargaining representative for non-probationary Instructional Paraprofessionals, who work a regular schedule of twenty (20) hours or more per week. Association members who are in combined positions have full rights within the Articles of this contract. Additionally, a high school diploma or equivalent and one of the following are required for employment as a Paraprofessional: Associates Degree, Bachelor's Degree, 60 hours of coursework, or passed the ACT Work Keys exam. Experience or training in working with children is required.

Class Size Paraprofessionals are excluded from the bargaining unit except for those employed for twenty (20) hours or more for more than eighteen (18) weeks. When class size paraprofessionals are employed, the Superintendent or his/her designee shall meet with the Association President to discuss the bargaining unit status of the class size paraprofessional.

Article 2 Rights of the Board of Education

- 2.0 The Association recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by law, all rights to manage and direct the operations and activities of the School District and to supervise the Employees are vested solely and exclusively in the Board.

Article 3
Association Rights and Responsibilities

- 3.0 Employees recognize their personal and collective responsibilities to live within the tenants of this Contract.
- 3.1 The Association is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally. The terms of this Agreement have been equally made for all of the Employees in the bargaining unit. Accordingly, it is agreed that the Association may not represent Employees who are not recognized under this Agreement. The Association has the right to establish dues.
- 3.2 The Association agrees that it will, in good faith, cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer. The provisions of this Section shall remain in full force and effect until such time as this Agreement shall be superseded by a new Agreement between the parties.
- 3.3 The Employer agrees to cooperate with the Association in the application of this Agreement, and further agrees that it will not engage in any lockout or related activity. The provisions of this Section shall remain in full force and effect until such time as this Agreement shall be superseded by a new agreement between the parties.
- 3.4 The Association and its representatives shall have the right to conduct Association business on the Employer's property, post notices on appropriate bulletin boards, use telephone and fax, and internal mail delivery system, provided that such use shall not interfere with the primary educational use of such facilities or equipment.
- 3.5 **Visitation.** Authorized representatives of the Union shall have the right to enter the Employer's premises, during working hours for the purpose of ascertaining that the terms of the Agreement are being observed by the parties or for assisting in the adjustment of grievances. Union representatives will follow building rules and must have permission to contact the Employee if during student instruction time.

Article 4 Union Security

- 4.0 **Service Fees.** Each bargaining unit member shall, as condition of employment:
- 4.01 On or before thirty (30) days from the completion of the probationary period or the effective date of this Agreement, whichever is later, join the Union, or
- 4.02 **Pay a Service Fee to the Union.** The Service Fee shall not exceed the amount of union dues collected from union members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not authorize the deduction of the Service Fee or pay such Service Fee directly to the Union, or authorize payment through payroll deduction, at the request of the Association, the Employer shall terminate the employment of the employee. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deduction.
- 4.03 **Objections Policy.** Pursuant to Chicago Teachers Union v. Hudson, 106 S. Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been used and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretations of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- 4.1 **Dues Deduction.** Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deductions of dues, assessments and contributions to the Union as established by the Union. Such authorization shall continue in effect from year-to-year unless revoked. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
- 4.11 **Any bargaining unit member refusing to authorize payment of dues or refusing to pay dues, at the request of the Association, shall be terminated by the Employer.**
- 4.2 **Payroll Deduction.** Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member

and make appropriate remittance for MEA Financial Services programs and annuities, MESSA programs, credit union, savings bonds, mutually agreed upon charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Union and the Employer.

Article 5

Probationary Employees

- 5.0 All new Employees will be on probation for eighty-five (85) paid workdays. The Employer shall have the right to terminate a probationary Employee without the Employee's recourse to the grievance procedure. Two written evaluations shall be filed. One within forty (40) paid workdays during the probationary period, and a second within eighty-five (85) paid work days.
- 5.1 All Employees' benefits contained herein shall become available to the Employee upon successful completion of the first forty (40) working days of the probationary period. New Employees will be notified in writing after completing the first forty (40) working days of the probation period about Employee benefits available to them.
- 5.2 The Paraprofessional Probation Form will be prepared by the appropriate administrator at initial employment and upon completion of the probationary period. A copy of each completed form will be forwarded to the Association President.

Article 6 Performance Evaluation

6.0 **Monitoring.** All monitoring or observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member. Instructional Paraprofessionals will be evaluated annually.

6.1 **Observation.** Bargaining unit member evaluation shall be by formal observation of bargaining unit member work. Observations shall be for periods of time that accurately sample the bargaining unit member's work.

Evaluations shall be by personal observation conducted by the bargaining unit member's supervising administrator(s). Annual evaluations shall consist of not less than 2 classroom observations. Although additional observation(s) may be utilized with any staff at the discretion of the administration; they shall be utilized with association members rated as minimally effective or ineffective to allow for additional feedback and growth.

6.2 **Written Evaluations.** All evaluations shall be documented on the pilot evaluation form found in Appendix A. End-of-year evaluations must be completed by May 15th. A copy shall be given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response, which shall be attached to the file copy of the evaluation in question.

If a supervisor believes a bargaining unit member is **doing unacceptable work**, the reasons therefore shall be set forth in specific terms. A written plan of action for improvement, which includes support, assistance, and feedback provided by the supervisor, will be developed. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

6.3 **Evaluation Conferences.** Following each formal evaluation or observation(s) resulting in a less than effective rating a conference with the evaluator shall occur, and the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.

At the completion of the probationary period (40 paid work days), an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision.

Article 7 Transfer

7.0 **Vacant Position.** Each vacant unit position will be posted separately for a minimum of five (5) working days. A vacancy shall be defined as a new position not previously in existence or a position determined as vacant by the Employer.

7.01 Laid off employees, or employees who have had a reduction of ten (10) or more hours, who are certified and qualified may apply for a vacant position as defined in Article 8.42, Right to Recall.

7.02 All qualified Employees applying for a posted position shall be granted an interview.

7.03 Vacancies shall be filled with the most senior qualified applicant.

Qualified shall mean that the Employee has the knowledge and skill requirements listed on the posting and willingness to meet those qualifications.

7.04 Employees who are granted a transfer shall be given a twenty (20) workday probationary period in the new position.

The Employee may return to his/her original position upon the request of the Employee or Employer for cause during the probationary period.

The Employee will carry their years of experience into the new position.

7.05 The Association President shall be notified on the approved form of the rate and starting date of any Employee changes.

7.1 **Involuntary Transfer.** The Association President shall be notified when an Employee is transferred. The length of the transfer will be mutually agreed upon by the Association President and the Employer and will generally not exceed ninety (90) workdays. The Employee shall receive the compensation of his/her former position or the new position, whichever is greater.

7.2 **Temporary Transfer.** The Association President shall be notified in writing when an Employee is temporarily transferred to another assignment if the transfer is for more than ten (10) consecutive workdays.

Article 8
Reduction in Personnel, Layoff and Recall

- 8.0 **Layoff Defined.** Layoff shall be defined as a necessary reduction in the workforce beyond normal attrition due to a lack of funds or change in program function or design.
- 8.1 **Layoff Notice.** No bargaining unit member shall be laid off pursuant to a necessary reduction in the workforce unless said bargaining unit member shall have been notified of said layoff at least ten (10) workdays prior to the effective date of the layoff.
- 8.2 **Layoff Procedure.** Any layoff(s) shall be made by seniority within each building. The affected Paraprofessional(s) may choose to:
1. bump into an unprotected position in the building, held by a less senior paraprofessional; or,
 2. if no building position is available to bump into, the affected bargaining unit member(s) may assume the unprotected position(s) held by the least senior Employee in the District.

Additionally, in a Special Education layoff involving a one-on-one assignment, the Employee may either:

1. assume the position held by the least senior Employee who holds a one-on-one assignment which has not been in effect for more than 4 weeks (a one-on-one assignment which has been in effect for more than 4 weeks is a protected position); or,
2. assume the position, which is held by the least senior bargaining unit member. The Employee will continue to be employed at no less than his/her current number of work hours. If there is no position available, the Employee will be laid off.

In no case shall a new Employee be employed while there are laid-off bargaining unit members who are qualified for a vacancy.

In all cases where multiple Employees are effected, selection of alternatives will be made in seniority order, the most senior having first choice.

- 8.3 **Substitute Priority.** A laid-off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. While remaining active as a substitute within the district, they will maintain their seniority and recall rights at time of lay off. Employees on lay off must register with the district substitute contractor (e.g. PESG).

8.4 **Recall.** In the event there is a reduction in the Paraprofessional workforce, recall will occur as follows:

8.41 **Notification**

8.411 The Association President shall be informed prior to the recall of an Employee.

8.412 Employees to be recalled are responsible for providing current address and telephone number to the Employer.

8.42 **Right to Recall**

8.421 Employees will be recalled in the reverse order of layoff for positions they are qualified for. Employees are eligible for recall for a period of one year following layoff.

8.422 Employees failing to return to work within five (5) days of receipt of notification (2-way telephone conversation or Receipt from US Postal Service) or within fifteen (15) calendar days of sending notification by regular mail, whichever is less, shall have resigned from the Comstock Public Schools.

8.423 Acceptance of recall to a position which is lower in hours and/or benefits than the position from which the bargaining unit member was laid-off shall not affect his/her rights to recall to an equivalent position when and if a position becomes available.

8.424 Refusal of a recall to a position which is lower in hours and/or benefits than the position from which the bargaining unit member was laid-off shall not affect his/her recall rights, which shall be in effect for one (1) year from date of layoff.

8.5 **Seniority Defined.** Seniority shall be defined as the length of service as a bargaining unit member within the Association.

Accumulation of seniority shall begin from the date of hire as a bargaining unit member. In the event that more than one individual bargaining unit member has the same starting date of hire, position on the seniority list shall be determined by the Employee's initial employment interview date.

Seniority shall be lost by a bargaining unit member upon termination for cause, resignation, retirement, or transfer to a non-bargaining unit position.

8.6 **Seniority List.** The initial seniority list shall be prepared within thirty (30) days after the effective date of this Agreement. Revisions and updates will be prepared and distributed semi-annually thereafter.

Article 9
Leaves Without Pay

- 9.0 **Child Care.** The Employer shall grant leaves without pay for childcare for a period not to exceed one (1) year. This leave must be requested in writing to the Employer.
- 9.1 **Medical Leave.** A medical leave, not to exceed one (1) year, shall be granted by the Employer upon receipt of supportive physicians' data. When necessary, an Employee on medical leave shall be replaced with the suitable substitute. Such medical leave shall not serve to terminate an Employee.
- 9.2 **Maternity Leave.**
- 9.21 The Employer will grant, upon request, a maternity/adoption leave, without pay, to Employees, not to exceed one (1) year. The request must be made not less than sixty (60) calendar days prior to the commencement of the leave.
- 9.22 The Employer and Employee agree to abide by any legal ruling by a court, Commission or Board of competent jurisdiction in the application of the above maternity leave agreement
- 9.3 **Education Leave** The Employer will grant, upon request, an education leave, without pay, to Employees, not to exceed one (1) year. The request must be made not less than sixty (60) days prior to the commencement of the leave.
- 9.4 **Return to Work.** Upon return from an approved leave of twelve (12) weeks or less, Employees will be restored to their original position with equivalent pay, benefits and other employment terms. Every effort will be made to return Employees on leaves in excess of twelve (12) weeks to the same or a comparable position. An Employee will not lose any employment benefit that accrued prior to the start of any leave.
- 9.5 In addition to the above leaves, the provisions of the Family and Medical Leave Act of 1993 will be provided to eligible Employees. To be eligible, an Employee must have been employed for at least twelve (12) months and have worked 1,250 hours preceding the commencement of the leave.

Article 10 Paid Leaves

10.0 Sick Leave.

10.01 Each first-year new Employee is granted four (4) sick days at the beginning of the school year. All other Employees will be granted ten (10) days at the beginning of the school year.

10.02 An Employee may accumulate a maximum of forty (40) days of sick leave. Accumulated days will be carried over to the next school year and, in addition to the regular annual allotment, will be available for use.

10.1 **Personal Leave.** Each first-year Employee is granted one (1) personal day at the beginning of the school year. All other employees will be granted two (2) days at the beginning of the school year. Personal leave shall accumulate to a maximum of three (3) personal leave days. Any unused portion of a paraprofessional's personal leave shall accumulate to a maximum of three (3) days. Once a paraprofessional has accumulated such three (3) personal leave days, additional personal leave days earned shall be added to the paraprofessional's personal sick leave accumulation.

No specific description of the intended use of leave shall be required except for a leave requested for a day preceding or following a vacation or holiday.

10.2 **Funeral Leave.** Paid funeral leave shall be granted as follows: one full day for close friends, one (1) to five (5) days for spouse, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents or child of the paraprofessional. Exceptions to said listings will be given consideration on an individual basis.

10.3 **Jury Duty.** Reimbursement wages or court reimbursement is to be turned in to the school.

10.4 **School Closings.** Employees will be paid for their regularly scheduled workday pay up to 21 hours if school is closed during the year.

10.5 **Employee Holidays.** Memorial Day, Thanksgiving Day, and Thanksgiving Day Friday, Christmas Eve and Christmas Day shall be paid holidays. Holiday pay is equal to the average hours worked per week divided by 5.

Article 11 Compensation

11.0 Basic compensation is as follows:

11.01 **Instructional Paraprofessional.** While performing responsibilities under the direct supervision of a certified teacher, Instructional Paraprofessionals provide direct services as defined by the sponsoring program. A high school diploma or equivalent and one of the following are required for employment as a Paraprofessional: Associates Degree, Bachelors Degree, 60 hours of coursework, or passed the ACT WorkKeys exam. Experience or training in working with children is required. Paraprofessionals may also work in other areas of employment within the district according to Federal law. When an instructional Paraprofessional works in a non-bargaining unit position, the employee will be paid at their current bargaining unit hourly rate for all work.

11.02 **Hourly Pay.** For the period July 1, 2012 through June 30, 2014 the hourly pay rates will be as follows:

Step	Salary Schedule
	2012-2014
1	\$10.17
2	\$10.49
3-4	\$11.07
5+	\$11.63

11.03 **Longevity.** Upon completion of an Employees tenth (10th) year of service the Employee will be compensated for the Friday prior to Spring vacation.

11.1 **Health Insurance.** The Employer shall provide each Employee, who is employed to work at least twenty (20) hours per week, the opportunity to enroll in a Comstock School District single or family group health plan at the Employee's expense.

11.2 Any Employee required to use his/her automobile for the Employer shall be reimbursed at the rate established by the Employer and consistent with other Employee groups. Such use shall be approved in advance by the immediate supervisor.

11.3 Payroll will be by direct deposit pay.

11.4 Section 125 of the IRS Code will be available to members.

11.5 Members of the bargaining unit shall receive staff passes to all Comstock Sports events.

Article 12 Workday, Work Year

12 **Work Year.** The work year for the bargaining unit shall be during the published student academic year. Exceptions shall include Childcare and Summer School Employees.

12.01 A workday schedule shall be provided to the Employees, in writing, at the beginning of the school year, and at initial employment, by the program administrator. The schedule shall include the length of the workweek and the number of workweeks per year.

12.1 **Work Week.** The workweek for the bargaining unit shall consist of workdays Monday through Friday, except as may be interrupted by a holiday, leave, or other break pursuant to this Agreement. Any exception to the above shall be subject to mutual agreement of the parties.

12.2 **Workday Hours.**

12.21 Workday hours shall be established by the Employee's immediate administrative supervisor. The scheduled hours of work shall consist of a regular starting time and regular ending time. Any revision of an Employee's workday hours will require one (1) week notice prior to implementation of the revision.

12.22 Employees shall be compensated for all hours worked, including those spent attending required meetings. Except in emergency situations, the Employee will be given forty-eight (48) hours' notice when they are required to work beyond their established workday.

12.23 It is expected that an employee will be at work on all scheduled workdays unless they are on a paid or approved leave. Conversely, an employee will be paid for all regularly scheduled work hours as identified on the time sheet.

A Special Education Paraprofessional who holds a one-on-one assignment will not lose any pay in the event of the absence of the student. It is understood that in such an event, the Employer may choose to reassign the employee to other suitable and appropriate work.

Employees will not lose any pay in the event that the regular work day must be modified because of an unusual, irregular circumstances(s). It is further understood that under these circumstances the employee may be reassigned to other suitable and appropriate work.

12.3 **Lunch.** All Employees working four (4) or more hours per day shall be entitled to a one-half (1/2) hour unpaid, duty-free lunch period. Employees required to eat their lunch while on duty shall be paid for that time.

Article 13
Disciplinary Action

- 13 The Employer reserves the right to discipline and discharge an Employee for just cause.
- 13.01 Employees have the right to Association representation, upon request, at a conference with the Employer when disciplinary action is to be taken.
- 13.02 Disciplinary action shall be initiated by the Employer within five (5) working days after the Employer shall have received substantial evidence of the misconduct of such Employee, or reasonably should have received such evidence.
- 13.03 Written documentation should not be in the form of an e-mail.
- 13.1 **Procedure.** Discipline shall be applied progressively, however, when the offense merits, the Employer has the right to terminate the Employee, or to impose lesser appropriate penalties, other than discharge, without regard for Steps One through Four. When the Employer disregards these steps, the Association President will be consulted and written documentation will be placed on file. The steps are as follows:
- a. **First Step**—An oral warning, with written documentation to the employee and the Association President.
 - b. **Second Step**—Written reprimand with copy to the Association President.
 - c. **Third Step**—Written reprimand with suspension of one (1) to five (5) days signed in the presence of an Association Representative. Copy sent to the Association President.
 - d. **Fourth Step**—Additional suspension or termination signed in the presence of an Association Representative.

Article 14
Conditions of Employment

- 14 Attendance at work-related conferences or seminars will be permitted to a limited extent, with pay, subject to approval by the Superintendent or his/her designee.
- 14.1 Employees must be scheduled to work at least thirty (30) hours per week to be considered a full time (1 F.T.E.).
- 14.2 All overtime must have prior approval of the Employee's immediate administrator and final approval of the Superintendent.
- 14.3 Each Employee will have a written evaluation on file in the Superintendent's office.
- 14.4 All Paraprofessional staff in good standing covered by this Agreement will be notified of reasonable assurance of employment by June 1 of each school year.
- 14.5 Qualified paraprofessionals may be required to serve as substitute teachers. When instructed to work as substitute teachers they will be paid \$80.00 per day or their current hourly rate, whichever is greater.

Article 15 Grievance Procedure

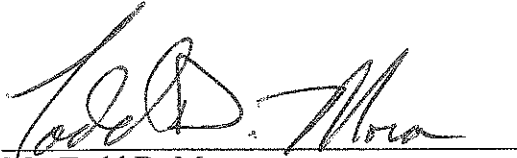
- 15.0 The Association or an individual Employee having a grievance concerning the interpretation or application of this Agreement shall have recourse to the following procedures.
- 15.1 **Level One**—A Grievant with a complaint shall discuss the problem with his/her immediate supervisor. If, after five (5) workdays, the complaint is not resolved, the Grievant may reduce it to a written grievance with a copy for the supervisor and a copy to the President of the Association. The aggrieved party may have a representative from the Association present at the conference with the supervisor. When the grievance is submitted in writing, it must include:
- Name of aggrieved party
 - Date of occurrence
 - Identify the area of the contract that has been violated.
 - Indicate desired disposition
 - Description of circumstances
- 15.2 **Level Two**—If, after five (5) workdays, the grievance is not satisfactorily resolved, the grievance may be forwarded to the Superintendent of Schools or his/her designee. Within five (5) workdays following a hearing, the Superintendent or his/her designee shall forward his/her decision in writing.
- 15.3 **Level Three**—If the written reply is not satisfactorily resolved at Level Two, the Association may, within thirty (30) calendar days, submit the grievance to binding arbitration before the American Arbitration Association in accordance with its rules and regulations.
- 15.4 **Powers of the Arbitrator**—The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement. The arbitrator shall have no authority to rule on a grievance in which a paraprofessional has filed a claim or complaint in another forum arising out of the same fact situation (including, but by no way of limitation, civil rights complaints, complaints with the Michigan Department of Labor). The cost of arbitration shall be shared equally by the parties.
- 15.5 **General Procedure**—All grievances shall be submitted on the form set forth in Appendix B. Any grievance which is not appealed within the time limit specified shall be considered to be withdrawn. Any grievance not answered by the Board within the time specified may be advanced to the next step by the Association.

Article 16 Duration

- 16 No agreement, alternation, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein, shall be made by an Association member or group of Association members with the Employer, unless the same has been ratified by the Association and executed in writing by the parties hereto. The waiver of any breach of condition of this Agreement, by either party, shall not constitute a precedent in the future enforcement of the terms of and conditions herein.
- 16.1 This Agreement shall become effective as of January 14, 2013, and the terms and provisions thereof shall remain in full force and effect through and including June 30, 2014.
- 16.2 **Policies and Other Agreements.** This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. 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, then, such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of applications shall continue in full force and effect.
- 16.3 **Interpretations.** Captions are included only for convenience of reference and shall not modify in any way the language herein.
- 16.4 **Notices.** Any notice given pursuant to this Agreement shall be deemed to have been received three (3) days following its deposit in the United States mail, postage prepaid, when addressed as follows:
- 16.41 Office of the Superintendent
Comstock Public Schools
3010 Gull Road
Kalamazoo, Michigan 49048
- 16.42 Current home address of the President of the Association as set forth on the records of the Board and the Michigan Education Association, 5600 Portage Road, Kalamazoo, Michigan 49002.
- 16.5 **Scope.** This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- 16.6 **Distribution.** Copies of this Agreement shall be duplicated at the expense of the Board and shall be given to each member of the bargaining unit.

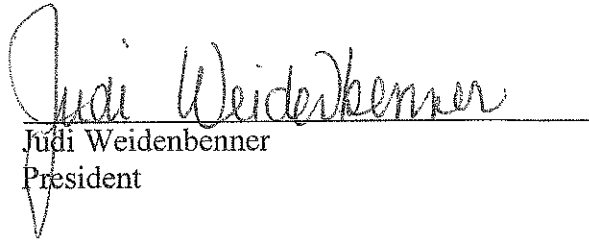
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed this 14th day of January, 2013

For the Comstock Public Schools

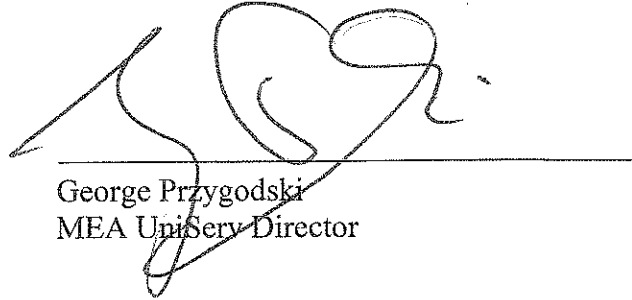


Mr. Todd D. Mora
Superintendent

**For the Comstock Paraprofessional
Association / MEA**

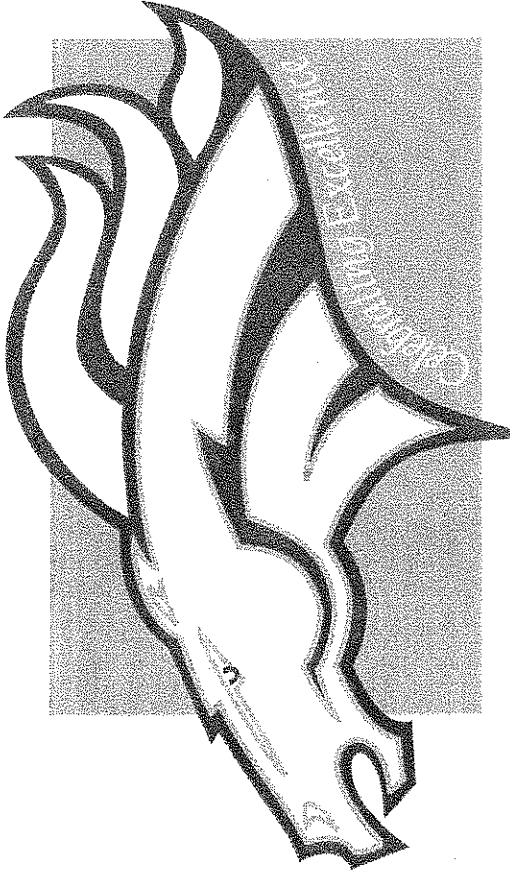


Judi Weidenbenner
President



George Przygodski
MEA UniSery Director

COMSTOCK Public Schools



COMSTOCK PUBLIC SCHOOLS PARAPROFESSIONAL PERFORMANCE APPRAISAL

THE APPRAISAL PHILOSOPHY

We believe that we employ exceptional individuals at Comstock Public Schools. Therefore, every individual is an asset to be developed. The Support Staff Appraisal Process is predicated on the belief that evaluation is ongoing, all staff members are evaluated continuously, and the process of evaluation should promote professional growth and development. It is also in keeping with the belief that a differentiated system of evaluation is more closely aligned with the different stages of a staff member's level of performance.

Annual Performance Appraisal
Comstock Public Schools
Paraprofessional
2012-2014

Employee Name: _____

Date: _____

Evaluator(s): _____

Assignment: _____

Bldg: _____

	Observation 1 (Required)	Observation 2 (Required)	Observation 3 (Optional)	Observation 4 (Optional)	Annual Rating
1. Intervention Program					
2. Engagement					
3. Repertoire					
4. Differentiation					
5. Fidelity					
6. Formative Assessment					
7. Classroom Climate					
8. Expectations					
9. Professionalism					
Observation Rating					
Cumulative Rating					
HE = Highly Effective	HE: 3.5-4.0	HE: 3.5-4.0	HE: 3.5-4.0	HE: 3.5-4.0	HE: 3.5-4.0
E = Effective	E: 3.0-3.49	E: 3.0-3.49	E: 3.0-3.49	E: 3.0-3.49	E: 3.0-3.49
ME = Minimally Effective	ME: 2.0-2.99	ME: 2.0-2.99	ME: 2.0-2.99	ME: 2.0-2.99	ME: 2.0-2.99
I = Ineffective	I: 1.0-1.99	I: 1.0-1.99	I: 1.0-1.99	I: 1.0-1.99	I: 1.0-1.99

Comments from the Evaluator:

**Annual Performance Appraisal
Comstock Public Schools
Paraprofessional
2012-2014**

Experienced Experienced in a New Position/Facility Probationary Period First Year

Date filed with Human Resources _____

RECOMMENDATION:

- Highly Effective
- Effective
- Minimally Effective (If checked, choose one below)
 - Professional Improvement Plan (Date: _____)
 - Dismissed (Date: _____)
- Ineffective (If checked, choose one below)
 - Professional Improvement Plan (Date: _____)
 - Dismissed (Date: _____)

SUMMARY OF PROFESSIONAL GROWTH PLAN (GOALS)

INDIVIDUAL GOALS	IN PROGRESS	COMPLETED
	DATE	DATE
1.		
2.		

OPTIONAL COMMENTS:

Signature of Evaluator(s)

Signature of Paraprofessional*

*Signature does not document agreement. Employees are encouraged to discuss concerns with their evaluator and additionally retain the right to submit a written response to the evaluation.

ONE COPY:	HUMAN RESOURCES
ONE COPY:	BUILDING ADMINISTRATOR
ONE COPY:	EMPLOYEE

Annual Performance Appraisal
Comstock Public Schools
Paraprofessional
2012-2014

Employee Written Response to Annual Evaluation
(Submit within 1 week of the Evaluation Conference)

Signature of Paraprofessional

Date Filed

Domain	Indicator Intervention Program	4_Highly Effective	3_Effective	2_Minimally Effective	1_Ineffective	4: Highly Effective 3: Effective 2: Minimally Effective 1: Ineffective NO: Not Observed	Additional Comments
1. Planning and Preparation for Learning Paraprofessional's efforts support district/classroom learning goals.		4_Highly Effective The employee has the appropriate resources, is always engaged in productive student-centered activities, communicates and/or supports the learning target(s) of the instructional period. Activities and interactions with students are deliberate and responsive to student performance and assessment.	3_Effective The employee has the appropriate resources, is often engaged in student-centered activities, and is aware of learning targets for the period. Activities and interactions are adequate for meeting the needs of most students.	2_Minimally Effective The employee either doesn't have or does not reference appropriate resources, is sometimes engaged in student-centered activities, and is minimally aware of the learning targets for the period. Activities and interactions are random and are not meeting the needs of many students.	1_Ineffective The employee does not have the appropriate references or resources, is not engaged in student-centered activities, and is unaware of the learning targets for the period. Activities and interactions are not meeting the needs of most students.		
2. Delivery of Instruction There is evidence of student engagement.	<i>Engagement</i>	Gets all assigned students authentically involved in focused work in which they are active learners and problem-solvers.	Most assigned students are authentically engaged.	Attempts to get assigned students actively involved but some students are disengaged.	Many assigned students reject the assigned task or substitute another activity.		
3. Delivery of Instruction The delivery of instruction is highly effective.	<i>Repertoire</i>	Always uses varied research-based instructional and/or support strategies, materials, and groupings to involve and motivate students. Presents materials explicitly with well-chosen examples.	Often uses varied research-based instructional and/or support strategies, materials, and groupings to involve and motivate students. Presents materials explicitly with well-chosen examples.	Sometimes uses varied instructional and/or support strategies, materials, and groupings to involve and motivate students. Sometimes presents material that is ambiguous and confusing.	Doesn't use varied instructional and/or support strategies, materials, and groupings to involve and motivate students. Often presents material that is ambiguous and confusing.		
4. Delivery of Instruction The instruction fits the individual needs of students.	<i>Differentiation</i>	Interactions and instructional approaches with students are consistently individualized to the characteristics and instructional needs of the learner. Always uses student performance and available data to modify their instructional approach to meet the	Interactions and instructional approaches with students are regularly individualized to the characteristics and instructional needs of the learner. Often uses student performance and available data to modify their instructional approach to meet the needs of their assigned	Interactions and instructional approaches with students are seldom individualized to the characteristics and instructional needs of the learner. Student performance and available data are not used to modify their instructional approach to meet the needs of their	Interactions and instructional approaches with students are not individualized to the characteristics and instructional needs of the learner. Student performance and available data are not used to modify their instructional approach to meet the needs of their		
5. Delivery of Instruction of Implementation	<i>Fidelity</i>	Follows the instructional methods, assessment, and corrective feedback strategies as intended by the intervention and/or student/group plan. Documents or communicates frequency, duration, and intensity of which the intervention was provided.	Usually follows the instructional methods, assessment, and corrective feedback strategies as intended by the intervention and/or student/group plan. Documents or communicates crucial information on intervention provided.	Attempts to follow the instructional methods, assessment, and corrective feedback strategies as intended by the intervention and/or student/group plan. Does not document or communicate crucial information on intervention provided.	Does not follow the instructional methods, assessment, and corrective feedback strategies as intended by the intervention and/or student/group plan. Does not document or communicate information on intervention provided.		

Domain	Indicator Formative Assessment	4 - Highly Effective	3- Effective	2- Minimally Effective	1- Ineffective	4: Highly Effective 3: Effective 2: Minimally Effective 1: Ineffective NO: Not Observed	Additional Comments
6. Monitoring, Assessment, and Follow-Up The paraprofessional uses assessment to impact instruction.	<i>Indicator Formative Assessment</i>	4 - Highly Effective Uses a variety of effective methods to check for understanding. Follows up with struggling students with specific feedback to increase proficiency.	3- Effective Frequently checks for understanding and gives students helpful information if they seem confused.	2- Minimally Effective Occasionally checks for understanding during instruction.	1- Ineffective Does not check for understanding.		
7. Classroom Management The paraprofessional has high expectations for the learning environment.	<i>Classroom Climate</i>	is alert, poised, dynamic, and self assured and prevents virtually all negative behaviors. Wins all students' respect. Acknowledges positive behavior of learners and demonstrates a genuine positive regard for their assigned students. Instructional pacing and momentum is unchallenged.	Has a confident, dynamic presence and redirects most negative behaviors with success. Classroom/group environment is positive and students are treated with respect. Instructional pacing is rarely affected by behavioral management.	Tries to prevent/address negative behaviors with some success. Positive behaviors are observed by some students but not acknowledged. Instruction is often interrupted and stilted by frequent behavioral challenges.	is unsuccessful in spotting and preventing negative behaviors, and they frequently escalate. Learning is not taking place.		
8. Classroom Management The paraprofessional has clear and consistent expectations for students.	<i>Expectations</i>	Is direct, specific, consistent, and tenacious in communicating, modeling, and enforcing very high expectations. Student's have received explicit instruction on what is expected and how to demonstrate social and academic success within the group or setting.	Clearly communicates and consistently enforces and models high standards for student behavior. Reviews expectations when issues arise.	Loosely communicates behavioral expectations and concerns once problems have arisen. Pre-teaching is absent or minimal. Enforcement is sporadic.	Behavioral expectations are unclear or absent. Enforcement is not occurring.		
9. Professional Relationships The paraprofessional has good communication skills and is adaptable to a variety of environments or teams.	<i>Professionalism</i>	Works collaboratively with all co-workers. Is confident, concise, and professional in communicating ideas. Gives and receives feedback constructively. Is a creative problem solver and contributes to the success of students and peers. Handles changes in routine and acts to enhance success for the educational setting.	Works collaboratively with co-workers. Is professional in communicating ideas. Accepts feedback, identifies problem, and assists with solving conflicts to contribute to the success of students and peers. Is responsive to changes in routines.	Works collaboratively with most co-workers. Is polite in communicating ideas. Accepts feedback reluctantly, misses many problems, and struggles to solve conflicts. Changes in routines are not embraced.	Work with co-workers is strained or non-existent. Is not comfortable in communicating ideas. Is resistant and defensive to feedback, and doesn't identify or address problems. Resists changes in routine with little regard for the benefit of the whole.		

Appendix B

**Paraprofessional Probation Form
Comstock Paraprofessional Association**

Name _____ Starting Date _____

Position _____ End of Probation _____

Evaluation Attached _____

Building _____ Benefits Start _____

Special Ed. Paraprofessional _____ Instructional Paraprofessional _____

Average Weekly Hours _____ Average Daily Hours _____ Holiday Hours _____

Job Duties _____

Work Schedule (Number of hours per day and per week)

Principal's Signature

Paraprofessional's Signature

Return this completed form and copy of evaluation to the Personnel Office.

<p>FOR BUSINESS OFFICE USE</p> <p>Benefits (after completion of 40 paid days probation)</p> <p>Sick Days: _____</p> <p>Personal Days: _____</p> <p><u>Holidays</u></p> <p>Hours for Holiday Pay: _____</p> <p>Copies to: Principal, Personnel, Association President, Employee</p>

INSTRUCTIONS

1. Upon receipt of "Employee Status Form" showing a paraprofessional working 20 or more hours per week, Personnel will send the administrator a copy of the "Paraprofessional Probation Form".
2. The administrator or supervising teacher will keep track of when the 40- paid workday probation has been completed. An evaluation is due at the end of the probation period. Send the evaluation and completed probation form to the personnel office. (Holiday hours will be the average daily hours.)
3. The payroll office will compute the number of sick days, etc., earned for the year by prorating the start date of the new employee with the first work-day of the school year for the paraprofessional group.
4. Copies of the completed form, with the calculated benefits, will be distributed by the personnel office.

Grievance Report Form
Comstock Paraprofessional Association

Comstock Public Schools
Kalamazoo, Michigan 49048

Grievance # _____

Grievant	Date Claim Filed	Date of Occurrence

1. Statement of Grievance:

2. Applicable Portion(s) of the Agreement:

3. Relief Requested:

Signature of Grievant or Union

Date

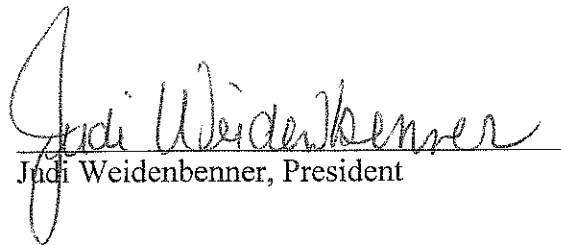
LETTER OF AGREEMENT
Between
Comstock Public Schools
and
Comstock Paraprofessional Association/MEA/NEA

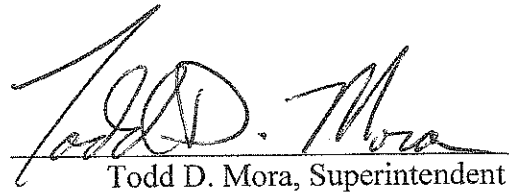
This Letter of Agreement between Comstock Public Schools and the Comstock Paraprofessional Association/MEA/NEA recognizes the importance of providing professional development opportunities for paraprofessionals. The district will provide two (2) professional development days per year. The paraprofessionals are required to participate in the professional development opportunity that supports building and/or district initiatives. When possible, advance notice of dates will be provided.

This letter of agreement will be for the duration of this contract.

COMSTOCK PARAPROFESSIONAL ASSOC.

COMSTOCK PUBLIC SCHOOLS


Judi Weidenbenner, President


Todd D. Mora, Superintendent

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