

AGREEMENT

Between the

Comstock Public Schools

And the

Comstock Paraprofessional Association
MEA/NEA



2014 ~ 2015

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.
- 3.6 **Notifications:** On a monthly basis, the Board agrees to provide status reports advising the Association of personnel changes among the unit such as all new hires, retirements, leaves, layoffs or change of status. If there are no changes for the month, then no report needs to be supplied. New employee data will include name, school, address, e-mail and phone number. This Information will be communicated to the Association within ten (10) business days of the hire.

The Board shall provide twice per school year bargaining unit member data, including, but not limited to, names, wages, benefit cost, benefit census and work assignment data at no cost to the Association or MEA. The Board's obligation under this section is limited

to providing data for the current and immediate prior school year. This information will be provided to the Association and MEA electronically, in the native format in which it is maintained by the District, within fifteen (15) business days of receipt of the Association's or MEA's written request. This does not limit any statutory rights that the Association or MEA may have to request and receive information from the District in reference to, but not limited to contract enforcement/policing, any potential unit clarification issues, ULPs, investigations or grievances.

- 3.7 Time after the regularly scheduled school day shall be reserved for Association meetings on a monthly or bi-monthly basis. The schedule will be provided to the Administration ten (10) days in advance unless there is need for an emergency meeting. The Association will then provide a twenty-four (24) hour notice, provided said meeting does not conflict with District meetings.

Article 4 **Probationary Employees**

- 4.0 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 using Appendix A shall be filed. One within forty (40) paid workdays during the probationary period, and a second within eighty-five (85) paid work days.
- 4.1 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.
- 4.2 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 5
Performance Evaluation
(Non Probationary)

- 5.0 **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.
- 5.1 **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. The first shall be completed prior to conclusion of the first semester. Employees rated as "effective" or "highly effective" shall only require a single observation for the school year. 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.

- 5.2 **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 22nd. 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 minimally effective or ineffective 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.

- 5.3 **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.

Article 6 Transfer

6.0 **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.

6.01 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.

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

6.03 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.

6.04 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.

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

6.1 **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.

6.2 **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 7
Reduction in Personnel, Layoff and Recall

- 7.0 **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.
- 7.1 **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.
- 7.2 **Layoff Procedure.** Any layoff(s) shall be made by seniority within each building. The affected Paraprofessional(s) may choose to:
- 7.21 bump into an unprotected position in the building, held by a less senior paraprofessional; or,
- 7.22 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:

- 7.23 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,
- 7.24 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.

- 7.3 **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).

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

7.41 **Notification**

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

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

7.42 **Right to Recall**

7.421 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.

7.422 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.

7.423 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.

7.424 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.

7.5 **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.

- 7.6 **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 8

Leaves Without Pay

- 8.0 **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.
- 8.1 **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.
- 8.2 **Maternity Leave.**
- 8.21 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.
- 8.22 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
- 8.3 **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.
- 8.4 **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.
- 8.5 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 9 Paid Leaves

9.0 Sick Leave.

9.01 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.

9.02 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.

9.1 **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.

9.2 **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.

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

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

9.5 **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 10 Compensation

10.0 Basic compensation is as follows:

10.01 **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, Bachelor's 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.

10.02 **Hourly Pay. Compensation is as set out on Appendix B**

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

10.1 **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.

10.2 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.

10.3 Payroll will be by direct deposit pay.

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

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

Article 11 Workday, Work Year

11.0 **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.

11.01 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.

11.1 **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.

11.2 **Workday Hours.**

11.21 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.

11.22 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.

11.23 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.

11.3 **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 12
Disciplinary Action

12.0 The Employer reserves the right to discipline and discharge an Employee for just cause.

12.01 Employees have the right to Association representation, upon request, at a conference with the Employer when disciplinary action is to be taken.

- 12.02 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.
- 12.03 Written documentation should not be in the form of an e-mail.
- 12.1 **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 13

Conditions of Employment

- 13.0 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.
- 13.1 Employees must be scheduled to work at least thirty (30) hours per week to be considered a full time (1 F.T.E.).
- 13.2 All overtime must have prior approval of the Employee's immediate administrator and final approval of the Superintendent.
- 13.3 Each Employee will have a written evaluation on file in the Superintendent's office.
- 13.4 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.
- 13.5 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 14 Grievance Procedure

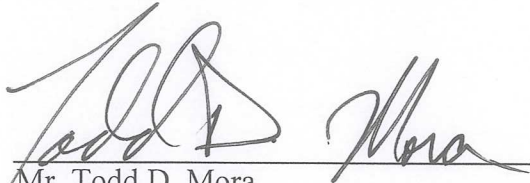
- 14.0 The Association or an individual Employee having a grievance concerning the interpretation or application of this Agreement shall have recourse to the following procedures.
- 14.1 **Level One**—A Grievant with a complaint shall discuss the problem with his/her immediate supervisor. If, after five (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
- 14.2 **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.
- 14.3 **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.
- 14.4 **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.
- 14.5 **General Procedure**—All grievances shall be submitted on the form set forth in Appendix C. 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 15 Duration

- 15.0 No agreement, alteration, 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.
- 15.1 This Agreement shall become effective as of the date it is ratified by the Board of Education, and the terms and provisions thereof shall remain in full force and effect through and including June 30, 2015.
- 15.2 **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.
- 15.3 **Interpretations.** Captions are included only for convenience of reference and shall not modify in any way the language herein.
- 15.4 **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:
- 15.41 Office of the Superintendent
Comstock Public Schools
3010 Gull Road
Kalamazoo, Michigan 49048
- 15.42 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.
- 15.5 **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.
- 15.6 **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.

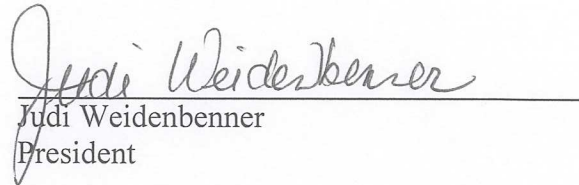
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed this 15th day of July, 2015

For the Comstock Public Schools

Handwritten signature of Todd D. Mora in black ink, written over a horizontal line.

Mr. Todd D. Mora
Superintendent

**For the Comstock Paraprofessional
Association / MEA**

Handwritten signature of Judi Weidenbenner in black ink, written over a horizontal line.

Judi Weidenbenner
President

Handwritten signature of Mel Gillespie in black ink, written over a horizontal line.

MEA UniServ Director

Highly Effective	Effective	Minimally Effective	Ineffective	Indicator
				1. Professionalism/Interactions: Staff member presents a professional demeanor with colleagues and building staff. Interactions with colleagues are positive, productive, and focused on the needs of students. Staff member is positive and productive in interactions with students and demonstrates a genuine regard for children as individuals.
				2. Motivates students: Staff member works skillfully to motivate students to participate in the directed activity/whole group lesson/center/assigned task.
				3. Initiative: Staff member actively seeks opportunities to improve the learning environment and outcomes for students. He/she shares ideas for improving the effectiveness of their assigned role within the environment. He/she can be relied on to identify what needs to be done, collaborates when needed, and gets it done.
				4. Professionalism/Appearance: Staff member comes to work appropriately attired. He/she is readily discernible from students both by his/her dress and by his/her presentation of self.
				5. Reliability: Staff member is prepared and in his/her assigned area/role on time daily. Staff member rarely, if ever, misses a day of instruction.
				6. Flexibility: Staff member demonstrates flexibility and accommodates changes that improve the learning environment for students.
				7. Documentation: Staff member is accurate, timely, and professional in assigned record keeping duties. Academic/behavioral/program data is completed fully using appropriate conventions of writing. Student reports are written in a professional, neutral voice; statements do not reflect emotion or judgment of the student/classroom.

Comments to the Paraprofessional:
Strengths:

Area(s) for Growth/Professional Goals:

Comments from the Paraprofessional:

Input from Classroom Teacher(s)

Strengths:

Area(s) for Growth/Professional Goals:

Evaluation Type (Check One):

Administrative Recommendation (Check All That Apply):

Experienced		Highly Effective / Effective - Reappointed
Experienced in a New Position		Minimally Effective / Ineffective
Probationary Period		Professional Improvement Plan
First Year		Dismissal

Summary of Professional Growth Plan (Goals)

Individual Goals - Review of Annual Goals

Yes / No

1.

Yes / No

2.

Comments Regarding Annual Goals:

Establishment of Upcoming Year's Annual Goals

Individual Goals

1.

2.

Training Recommendations:

Appendix B

COMPENSATION for 2014-15 Contract

Base wages shall increase by .65% over the current wage table. Additionally, a one-time stipend paid shall be paid in the payroll cycle following Board of Education approval as listed below. Eligible bargaining unit members* shall be paid the stipend as listed:

	Current	New	Stipend Amount
Step 1	\$10.17	\$10.24	\$50.00*
Step 2	\$10.17	\$10.56	\$110.00*
Step 3-4	\$11.07	\$11.14	\$110.00*
Step 5+	\$11.63	\$11.71	\$165.00*

*Eligible bargaining unit members will be defined as those placed in a position for the 2015-2016 school year as of June 30, 2015 – this does not include those who have retired, resigned, or who are on laid-off status on June 30, 2015.

Appendix C
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.

Appendix D
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

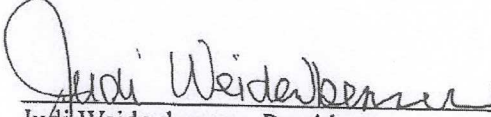
Date

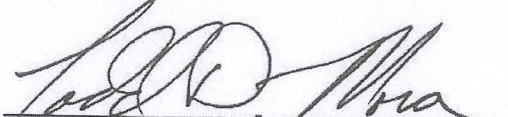
LETTER OF AGREEMENT
Between
Comstock Public Schools
and
Comstock Paraprofessional Association/MEA/NEA

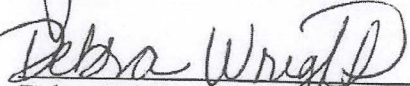
This letter of agreement between Comstock Public Schools and Comstock Paraprofessional Association /MEA/NEA is to document the interpretation of Article 8 as demonstrated through past practice demonstrating a distinction between positions funded through Special Education Funds ("SE") and those supported through Title I/At-Risk/General Funds. Language will be applied as written in the 2012-2014 Collective Bargaining Agreement (i.e., placing first by building and following the bumping procedures as described) except that the parties agree that SE and Title I/At-Risk/General Fund positions will be considered separate groups for purposes of determining layoffs and layoff decisions will be made by group. Also, recalls may be affected as further described below. By so doing, the intent is to maintain instructional consistency while allowing association members to remain in positions as comparable as is practical to his/her original hired/placed position. The Association and District recognize that this may lead to less senior SE paraprofessionals remaining employed while more senior Title/At-Risk/General Fund paraprofessionals are placed on the Lay-off/Recall list or vice versa, depending on the nature of the staffing reductions in a given year.

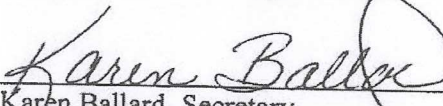
Once the lay-off list is established, call backs will be made in seniority order. However, individuals who were in a Title/At-Risk/General Fund position MAY decline a SE vacancy that is offered without giving up his/her position on the lay-off/recall list. If they choose to accept a SE position that is offered, he/she will remain in said position until such time that he/she may be considered for another posted vacancy once the recall list is exhausted.

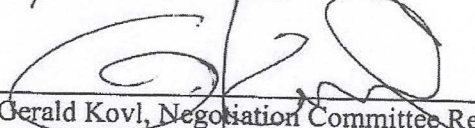
This letter of agreement will be in place until such time that a new Agreement is reached by the parties.


Judi Weidenbenner, President 5/29/15


Todd D. Mora, Superintendent 5-29-15


Debra Wright, Vice President 5-29-15


Karen Ballard, Secretary 5-29-15


Gerald Kovi, Negotiation Committee Representative 5-29-15

INDEX

A

adoption leave	8
arbitration	13
Association Rights	2
assurance of employment	12
automobile use	10

B

bulletin boards	2
bump	6

C

Child Care	8
compensation	10
conference attendance	12

D

direct deposit pay	10
Disciplinary Action	11
Discipline Procedure	12
Distribution of Agreement	14
Duration	14

E

Education Leave	8
Employee Holidays	9
Evaluation Conferences	4

F

F.T.E.	12
Family and Medical Leave Act	8
Funeral Leave	9

G

Grievance Procedure	13
Grievance Report Form	20

H

Health Insurance	10
Hourly Pay	10
hours of work	11

I

Instructional Paraprofessional	10
Involuntary Transfer	5

J

Jury Duty	9
just cause	11

L

Layoff	6
Leaves Without Pay	8
Longevity	10
Lunch	11

M

Maternity Leave	8
Medical Leave	8
monitoring	4

N

Notification	7
--------------	---

O

Observations	4
overtime	12

P

Paid Leaves	9
Paraprofessional Probation Form	18
Performance Evaluation	4
Personal Leave	9
Powers of the Arbitrator	13
probation	3

R

Recall	7
Recognition	1
Return to Work	8
Right to Recall	7
Rights of the Board of Education	1

S

School Closings	9
Section 125	10
seminars	12
Seniority Defined	7
seniority list	8
Sick Leave	9
Special Education layoff	6
staff passes	10
Substitute Priority	6

T

Temporary Transfer	5
Transfer	5

V

Vacancies	5
Visitation	2

W

work stoppage	2
Work Year	10
Workday	10
Written Evaluations	4

9509024_1.DOCX

