

AGREEMENT

between the

Comstock Public Schools

and the

Comstock Paraprofessional Association

MEA/NEA



2019-2020

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.

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. 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 Association 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. Association 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 then no report needs to be supplied. New employee data will include name, school, address, email 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 a need for an emergency meeting. The Association will then provide a twenty-four (24) hours 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 no less than 15 minutes.

Evaluations shall be by personal observation conducted by the bargaining unit member's supervising administrator(s). Members rated as "effective" or "highly effective" may require only a single evaluation every other school year. Bargaining unit members rated as "minimally effective" or "ineffective" shall have two evaluations each year to allow for additional feedback and growth.

- 5.2 **Written Evaluations.** 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.

- 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, and who are certified and qualified may apply for a vacant position as defined in Article 7.42, 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) work-day 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.

For the purposes of seniority and recall, an employee who is transferring shall maintain layoff, recall, and placement on the Step Schedule.

- 6.05 The Association President shall be notified of the pay rate and starting date of any employee who transfers.

- 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 rate 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 is 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.
 - 7.23 A "protected position" is (1) a one-on-one special education assignment or (2) an ELL assignment, in effect for more than four (4) weeks. A bargaining unit employee in an ELL assignment or a one-on-one special education assignment in effect for more than 4 weeks who is subject to layoff may bump into the position held by the least senior bargaining unit employee in another ELL assignment or a one-on-one special education assignment in effect for more than four (4) weeks. If there is no protected position available, the bargaining unit employee may bump into the position held by the least senior person in another assignment in the bargaining unit.
 - 7.24 If a bargaining unit employee assumes a position which is held by the least senior bargaining unit employee, 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.

- 7.25 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 with seniority face lay off, selection of alternatives shall be made in 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.
- 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 shall be recalled in the reverse order of layoff for positions for which they are qualified. 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 District.
- 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 the 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 childcare leaves without pay for the children or grandchildren of employees, or for the adoption of a child or grandchild 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 a suitable substitute. Such medical leave shall not serve to terminate an Employee.
- 8.2 **Education Leave.** The Employer may 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.
- 8.3 **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. Employees on leaves in excess of twelve (12) weeks shall be returned to the same or comparable position.
- 8.4 FMLA leave runs concurrently with leave time granted under the master agreement.

Article 9

Paid Leave

- 9.0 **Paid Time off ("PTO").** Beginning on July 1, 2017, all current and future bargaining unit employees will obtain PTO time in lieu of sick leave or sick days. PTO time will be provided pursuant to the attached chart (Appendix B) and language below:

9.1 **Procedure**

- 9.11 Days are available for use on the first day of the listed semester.
- 9.12 If an employee's employment **resigns or** is terminated before the end of the semester or if the employee has not yet successfully completed a probationary period, the employee is not entitled to a payout of his or her accrued PTO days.
- 9.13 PTO days may be used for any purpose (i.e. sick, personal business, holidays not already reimbursed by the District, funeral leave, snow days, maintenance of income during school break periods, etc.).
- 9.14 **PTO days may accrue from school year to school year, or paid before the last student report day the PTO days were accrued. Only those PTO days that were accrued during a specific school year may be paid out by the last student report day.** Notice of intent to sell back PTO days must be in writing and submitted to payroll by the last student report day in the school year for which the PTO days have accrued. After the last student report day, the PTO days for the current school year in which the days accrued are not eligible for "sale" back to the District. **The "sale" of days back to the District under this provision is not limited to 40 hours per week or 80 hours per pay period.**
- 9.15 **The pay out** or use of PTO days cannot cause the employee to exceed 40 paid hours per week or be used for eligibility for overtime.
- 9.16 "Day" is equal to the scheduled hours worked per week divided by 5.
- 9.2 Employees are encouraged to notify the administration of absences at least 3 days in advance, when possible, to allow for the maintenance of programming and instructional planning for students.
- 9.3 Existing sick or personal days that employees have banked before July 1, 2017 may be used for sick or personal leave before the employee exhausts accrued PTO days. Sick or personal days that were accrued before July 1, 2017 are not eligible for **pay out. PTO days that are paid out or used on days when students are not scheduled for instruction will be paid at the regular hourly rate.**
- 9.4 **Jury Duty.** Bargaining unit employees will be paid their average daily rate for days served on Jury Duty.
- 9.5 **School Emergency Closures.** Bargaining unit employees will be paid a stipend equal to their average daily rate for days when schools are closed due to emergencies.

- 9.6 **Employee Holidays.** All bargaining unit employees (excluding ELL paraprofessionals hired before July 1, 2016) will receive pay for Memorial Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day.

Bargaining unit employees hired after the date of ratification of this Agreement will receive PTO and holiday pay as put forth in Appendix B. Holiday pay is equal to the scheduled hours worked per week divided by 5.

- 9.7 All references to "sick days" in this contract will refer to "PTO days".

Article 10 Compensation

- 10.0 Basic compensation is as follows:

10.01 **Paraprofessional Definition.** While performing responsibilities under the direct supervision of a certified teacher, 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 a 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 All bargaining unit employees shall receive pay according to Appendix B.

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 **benefit of 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 Written.** 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, Employees 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 timesheet.

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 received substantial evidence of the misconduct of such Employee.
- 12.03 Written documentation should not be in the form of an email.
- 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 with a 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 employee (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
- Article of the contract that allegedly has been violated
- Desired disposition
- Description of circumstances

Workdays shall be defined as days when school is in session; does not include winter or spring break, holidays, school emergency closings, or summer vacation.

- 14.2 **Level Two** - If, after five (5) workdays, the grievance is not 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 grievance is not 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

Miscellaneous

- 15.0 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 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, 2020.
- 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 commitment 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 on _____ (date).

For the Comstock Public Schools



Dr. Jeffrey J. Thoenes
Superintendent

For the Comstock Paraprofessional
Association/MEA



Judi Weidenbenner
President

Ratified by the Board of
Education: 11-25-19

Appendix A

Paraprofessional Evaluation

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.
				8. Reflective:
				Staff member is receptive to suggestions and criticism. He/she regularly reflects on his/her practice and seeks ways to improve.
				9. Professionalism/Confidentiality:
				Staff member follows all Federal, State, & District policies regarding confidentiality and professional ethics. He/she can be relied upon to exercise professional judgment and discretion within the school and community. He/she avoids speaking about a student or situation with individuals that do not have an educationally legitimate need to know.
				10. Management:
				Staff member follows the prescribed behavioral system for the school/classroom and is an active problem solver in identifying ways to improve student performance in this area. Engages in best practices to promote pro-social behavior skills and can be looked to as a role model for students in problem solving, collaboration, and kindness in interactions.
				11. Versatility:
				Staff member demonstrates skills that are transferable regardless of the educational environment, level of needs of students served, classroom structure/organization, activity, program, etc.
				12. Professional Growth:
				Staff member sets & attains Specific Measurable Attainable Realistic Time-bound Goals that improve his/her professional practice and positively impact student outcomes and/or the student experience.
				Overall Effectiveness Rating
Highly Effective	The indicator is always observable in the staff member's daily work. Expectations are met and exceeded in regards to the professional indicator descriptors.			

Effective	The indicator is frequently observable in the staff member's daily work. Expectations are met in regards to the professional indicator descriptor(s).	
Minimally Effective	The indicator is often observable in the staff member's daily work. Expectations are usually met in regards to the professional indicator descriptor(s).	
Ineffective	The indicator is infrequently observable in the staff member's daily work. Expectations are seldom met in regards to the professional indicator descriptor(s).	
Comments to the Paraprofessional: Strengths:		
Comments from the Paraprofessional:		
Input from Classroom Teacher(s):		
Evaluation Type (Check One):		Administrative Recommendation (Check All That Apply):
<input type="checkbox"/>	Experienced	<input type="checkbox"/> Minimally Effective / Ineffective
<input type="checkbox"/>	Experienced in a New Position	<input type="checkbox"/> Minimally Effective / Ineffective
<input type="checkbox"/>	Probationary Period	<input type="checkbox"/> Professional Improvement Plan
<input type="checkbox"/>	First Year	<input type="checkbox"/> 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-Review of Annual Goals	
1.	
2.	
Training Recommendations:	
Employee Signature*:	Date
Evaluator Signature:	Date
*The Educator's signature acknowledges receipt and attests that both signers have discussed the associated documentation contained herein. It does not signify agreement with all ratings or remarks .	
Copy Distribution After Obtaining Signatures: Educator, Administrator, and Human Resources	
Date sent to Human Resources: _____	

Appendix B
COMPENSATION for 2016-19 Contract

Current Instructional Paraprofessional*

Step	Days granted Semester 1	Days granted Semester 2	Wages 16-17	Wages 17-18	Wages 18-19
1	5	4	\$10.44	\$10.65	\$10.86
2	5	4	\$10.88	\$11.10	\$11.32
3 to 4	5	6	\$11.53	\$11.76	\$12.00
5 to 7	6	6	\$12.18	\$12.42	\$12.67
8 to 10	6	6	\$12.25	\$12.50	\$12.75
11+	6	6	\$12.50	\$13.07	\$13.33

*Holidays Continue: Thanksgiving (2 days), Christmas Day (2 days), Memorial Day (1 day)

*Includes all current leaves under Article 9 except Jury Duty

Instructional Paraprofessionals Hired After Ratification*

Step	Days granted Semester 1	Days granted Semester 2	Wages 16-17	Wages 17-18	Wages 18-19
Starting	0	4	\$10.44	\$10.65	\$10.75
1	2	3	\$10.44	\$10.65	\$10.75
2	3	3	\$10.88	\$11.10	\$11.32
3 to 4	3	4	\$11.53	\$11.76	\$12.00
5 to 7	4	4	\$12.18	\$12.42	\$12.67
8 to 10	4	5	\$12.25	\$12.50	\$12.75
11+	6	6	\$12.50	\$13.07	\$13.33

*Holidays Contine: Thanksgiving (2 days), Christmas Day (2 days), Memorial Day (1 day)

*Includes all current leaves under Article 9 except Jury Duty

Current ELL Support*

Step	Days granted Semester 1	Days granted Semester 2	Wages 16-17	Wages 17-18	Wages 18-19
Starting	7	8	\$20.00	\$20.00	\$20.40
1	7	8	\$20.00	\$20.00	\$20.40
2	7	8	\$20.00	\$20.00	\$20.40
3 to 4	7	8	\$20.00	\$20.00	\$20.40
5 to 7	7	8	\$20.00	\$20.00	\$20.40
8 to 10	7	8	\$20.00	\$20.00	\$20.40
11+	7	8	\$20.00	\$20.00	\$20.40

ELL Support After July 1, 2016*

Step	Days granted Semester 1	Days granted Semester 2	Wages 16-17	Wages 17-18	Wages 18-19
Starting	0	4	\$13.72	\$13.86	\$14.28
1	2	3	\$14.15	\$14.29	\$14.72
2	3	3	\$14.59	\$14.74	\$15.18
3 to 4	3	4	\$15.05	\$15.20	\$15.66
5 to 7	4	4	\$15.52	\$15.68	\$16.15
8 to 10	4	5	\$16.00	\$16.16	\$16.65
11+	6	6	\$16.50	\$16.67	\$17.17

*Holidays Continue: Thanksgiving (2 days), Christmas Day (2 days), Memorial Day (1 day)

*Includes all current leaves under Article 9 except Jury Duty

Certified Nursing Assistant (CNA) Paraprofessional

Step	Days granted Semester 1	Days granted Semester 2	Wages 19-20
Starting	0	4	\$13.00
1	2	3	\$13.75
2	3	3	\$14.50
3	3	4	\$15.30
4	4	4	\$16.15
5+	4	5	\$13.00

*Holidays Continue: Thanksgiving (2 days), Christmas Day (2 days), Memorial Day (1 day)

*Includes all current leaves under Article 9 except Jury Duty

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.

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

INSTRUCTIONS

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".

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. (Paid holiday hours will be calculated using the employee's average daily hours.)

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.

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

Statement of Grievance:

Applicable Article(s) of the Agreement:

Relief Requested:

Date

Signature of Grievant or Association

<u>A</u>		<u>O</u>	
Arbitration	12	Observation	3, 4
Association Rights	1	Overtime	11
Assurance of Employment	12		
<u>B</u>		<u>P</u>	
Bulletin Board	2	Paid Time Off	7
<u>C</u>		Paraprofessional Probation Form	3, 22, 23
Child Care	7	Performance Evaluation	3
Compensation	9	Performance Evaluation	3
<u>D</u>		Powers of the Arbitrator	12
Direct Deposit Pay	9	Probation	3
Disciplinary Action	11	Probationary Employees	3
Discipline Procedure	11	Procedure	5, 8, 11, 12
<u>E</u>		PTO	7, 8
Education Leave	7	<u>R</u>	
Employee Holidays	9	Recall	6
Evaluation Conferences	4	Recognition Clause	1
<u>G</u>		Return to Work	6
Grievance Procedure	3, 12	Right to Recall	4, 6
Grievance Report Form	24	Rights of the Board of Education	1
<u>H</u>		<u>S</u>	
Health Insurance	9	Seminars	11
Hours of Work	10	Seniority Defined	6
<u>I</u>		Seniority List	7
Involuntary Transfer	5	Substitute Priority	6
<u>J</u>		<u>T</u>	
Jury Duty	8	Temporary Transfer	5
Just Cause	11	Transfer	4
<u>L</u>		<u>V</u>	
Layoff Defined	5	Vacancies	4
Layoff Notice	5	Vacant Position	4
Layoff Procedure	5	Visitation	2
Leaves Without Pay	7	<u>W</u>	
Lunch	10	Work Day	10
<u>M</u>		Work Stoppage	2
Medical Leave	7	Work Week	10
Monitoring	3	Work Year`	10
<u>N</u>		Workday Hours	10
Notification	2, 6	Written Evaluation	3, 4, 11



Paraprofessional Proposal November 15, 2019

Financial Proposal

Paraprofessionals will receive one of the following:

1. \$300 one-time pay out in the first pay of December to all currently employed paraprofessionals hired on or before the date of ratification.
2. \$200 signing bonus for all newly hired paraprofessionals hired after the date of ratification. (\$100 paid out after the first two weeks, next \$100 paid out after the successful completion of the probationary period.)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on 11/20/19 (date).

For the Comstock Public Schools

Dr. Jeffrey J. Thoenes
Superintendent

For the Comstock Paraprofessional
Association/MEA

Judi Weidenbenner
President

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 is to document mutual agreement in regards to adding a new starting pay to the following two positions:

- K-5 Functional Special Education Classroom Paraprofessional
- ECSE Classroom Paraprofessional

The parties agree that both of these positions will have a starting pay of \$11.50/hour and follow the compensation chart below:

Step	Days Granted Semester 1	Days Granted Semester 2	Wages 2020-21
1 to 2	0	4	\$11.50
3 to 4	3	4	\$12.00
5 to 7	4	4	\$12.67
8 to 10	4	5	\$12.75
11+	6	6	\$13.33

This letter of agreement will be in place until such time that the successive Collective Bargaining Agreement is ratified by the Comstock Paraprofessional Association and approved by the Comstock Board of Education.

Judi Weidenbenner 10/16/2020
 Judi Weidenbenner, President Date

Dr. Jeffrey J. Thoenes 10/19/20
 Dr. Jeffrey Thoenes, Superintendent Date

December 10, 2020
Tentative Agreement between the
Comstock Public Schools and Comstock Paraprofessional Association

Contract Term: July 1, 2020 to June 30, 2021

COMPENSATION

1. Hazard and Extra Duty Pay Due to the COVID-19 Pandemic
 - o Each full-time bargaining unit employee employed by the District as of December 9, 2020 and providing service to the District for the 2020-21 school year will receive a one-time lump sum payment of 2.5% of their base annual income.
 - o The lump sum payment will be paid through the District's regular payroll on or before December 31, 2020.

The parties agree that this agreement satisfies the District's duty to bargain with the Association for the 2020-21 school year.

For the District:

Dr. Jeffrey L. Thoenes

Date: *12/14/2020*

For the Association:

Judi Weidenbender

Date: *12/14/2020*