

Agreement between

# W-WAP

**Wayne-Westland Association  
of Paraprofessionals  
and the  
Board of Education**

Wayne-Westland Community Schools

July 1, 2019 – June 30, 2022

Wayne-Westland Community Schools, Westland, MI 48185



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## **ARTICLE 1 - AGREEMENT**

### **1.1**

This Agreement is entered into by and between the Wayne-Westland Community Schools Board of Education, hereinafter called the "Board" and the Wayne-Westland Association of Paraprofessionals, hereinafter called the "Association".

## **ARTICLE 2 - PURPOSE**

### **2.1**

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended (Act 379, Public Acts of 1965), to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

### **2.2**

The provisions of this Agreement shall constitute a binding obligation of the parties for the duration or until changed by written mutual consent. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of established Board policies.

### **2.3**

If any provision of this Agreement or any application of this Agreement to any paraprofessional or group of paraprofessionals 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 or applications shall continue in full force and effect.

## 2.4

This entire agreement or specific provisions of this agreement may be rejected, modified or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.

## **ARTICLE 3 - RECOGNITION**

### 3.1 Bargaining Unit

The Board hereby recognizes the WWAP as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, for all paraprofessionals who assist in the following areas: Preschool, Autistically Impaired, Autism Spectrum Disorder, Mild Cognitive Impairment, Moderate Cognitive Impairment, Emotionally Impaired, Physically or Otherwise Health Impaired, Dual Diagnosed, Severe Cognitive Impairment, Severely Multiply Impaired, Learning Disabled, Transitional and Adult Transition, Family Service Workers, Adult/Community Education, Teacher Assistants, Part Time Paraprofessionals and Registered Nurses ADN. Effective with the 2017-2018 school year, as Registered Nurse ADN positions are vacated, the District will utilize a third party agency to contract Registered Nurse ADN services.

### 3.2

All personnel represented by the WWAP in the above defined bargaining unit, unless otherwise indicated hereinafter, shall be referred to as "Paraprofessionals".

### 3.3 Bargaining Unit Work

The duties of any bargaining unit member or the responsibilities of any positions in the



bargaining unit shall not be altered, increased, or transferred to persons not covered by this Agreement.

### 3.4 Employment Status Defined

The Board and the Association recognize three (3) categories of employees:

(1) *Full-time*

(2) *Part-time*

(3) *Probationary*

Bargaining unit work shall be performed only by employees in the following categories:

1. *Full-time:* An employee who is employed at least twenty-five (25) hours per week.
2. *Part-time:* An employee who is employed at least 12 1/2 hours per week but less than twenty-five hours per week.
3. *Probationary:* An employee who is employed to fill a full or part-time position for a trial period of ninety (90) work days.

## ARTICLE 4 - EXTENT OF AGREEMENT

### 4.1

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(s) to this Agreement.

### 4.2

Any individual contract between the Board and an individual paraprofessional shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract

contains any language inconsistent with this Agreement, this Agreement shall be controlling.

## **ARTICLE 5 - STRIKES**

### **5.1**

The Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in a strike action as said term is defined by the Public Employment Relations Act.

## **ARTICLE 6 - BOARD RIGHTS**

### **6.1**

The Board of Education retains the sole right and shall have the right to manage and conduct its obligations to the full extent authorized by the laws and Constitution of the State of Michigan and of the United States, subject only to the conditions that it shall not do so in any manner which constitutes an express violation of this Agreement. Without limiting to any extent the generality of the foregoing, the Board of Education shall have the right to communicate at any time and enforce any rules, policies, and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the School District so long as they are not inconsistent herewith, and any paraprofessional who violates or fails to comply therewith shall be subject to discipline or discharge just the same as if they were set forth in this Agreement.

### **6.2 Board Right/Funding**

It is expressly understood by both parties that the manner in which funding is made available for the specific programs for which bargaining unit members are hired, dictates unique

Management rights provisions. The Board of Education, accordingly, agrees to communicate to the Association the rationale as to why certain positions were retained and/or terminated.

## **ARTICLE 7 - ASSOCIATION AND EMPLOYEE RIGHTS**

### **7.1**

- A. Pursuant to the Michigan Employment Relations Act, the Board agrees that every paraprofessional shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations.
  
- B. The Board agrees that it will not discriminate against any paraprofessionals with respect to sex, age, hours, wages, or any terms or conditions of employment.
  
- C. Nothing contained within this Agreement shall be construed to deny or restrict any paraprofessional rights s/he may have under the Michigan General School laws or the applicable laws and regulations.

### **7.2 Discipline**

- A. No WWAP member shall be reprimanded orally or in writing, suspended or discharged without just cause, with the exception of Probationary employees.
  
- B. Disciplinary action by the Board shall follow a progressive pattern:
  - 1. Oral Reprimand
  - 2. Written Reprimand
  - 3. Suspension (for fixed or indefinite period of time, such period to be stated in the written notice)

4. Discharge (effective date, such date to be stated in the written notice)

Extremeness of action leading to discipline may necessitate commencement of discipline at level other than step(s).

C. A WWAP member has the right to attach a rebuttal to any written discipline placed in his/her file.

D. A paraprofessional shall be entitled to have a representative of the Association present when s/he is being reprimanded, suspended, or discharged. If disciplinary action is going to occur at a given meeting, the employee shall be advised. Should it not be possible to immediately schedule such a meeting with Association representation present, it shall normally be held within two (2) working days.

E. Disciplinary interviews and reprimands will be conducted in private.

F. Should it be decided that an injustice has been done in regard to the WWAP member's suspension or discharge, the Board agrees to reinstate him/her and pay for all time lost.

G. Use of Past Record

In imposing any discipline on a current charge, the Employer will not take into account any prior infraction which occurred more than two (2) years previously. Discipline records dating back more than two (2) years shall be removed from all files and destroyed.

### 7.3 Files and Records

- A. A paraprofessional will have the right to review the contents of all records, excluding initial references, of the district pertaining to said employee originating after initial hire and to have a representative of the Association accompany him/her in such a review.
  
- B. No material, including but not limited to, student, parental or school personnel complaints will be placed in a paraprofessional's personnel file unless the employee has had an opportunity first to review the material. Complaints against the paraprofessional shall be put in writing with the name of the complainants, administrative action taken and remedy clearly stated. The paraprofessional may submit a written notation regarding any material, including complaints and the same shall be attached to the file copy of the material in question.

### 7.4

- A. Any case of verbal threat or physical assault upon a paraprofessional shall be promptly reported to the immediate supervisor or his/her designee. The Board shall advise him/her of rights and obligations with respect to such assault and shall promptly render all reasonable assistance to him/her in connection with the handling of the incident by law enforcement and judicial authorities. In an assault situation, the paraprofessional can expect assistance from any staff member.
  
- B. All possible assistance and advice will be given to an employee involved in, or potentially affected by, Recipients Right Claims/ Investigations.

#### 7.5 Student Injury/Board Defense

In the event of an accident or injury to any student under paraprofessional supervision, the Board will provide all reasonable assistance to the paraprofessional in his/her defense as determined by the Board attorney. The Association will be notified immediately of any potential litigation.

#### 7.6

WWAP members shall not be responsible for the administration of medication.

Paraprofessionals will not be responsible for administering first aid, except in cases of extreme emergency.

#### 7.7 Use of School Facilities/Equipment

The WWAP and its members shall have the right to use school building facilities pursuant to and consistent with Board policy at all reasonable hours for meetings. Time and location shall be approved by the administration. School bulletin boards and other established school media of communication shall be made available to WWAP and its members. Each paraprofessional shall have access to a mailbox, or its equivalent, in the building where s/he is working.

The Association may, with administrative approval, use school equipment normally available in the building. The Association shall pay the current cost of all materials and supplies incident to such use.

#### 7.8

The Association shall have the right to use the District mail system and bulletin boards

provided that all such Association materials are clearly identified and the Association accepts all responsibility for such material.

#### 7.9 Matters Not Covered by Agreement

It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, can be discussed by the parties. Topics to be discussed must be mutually agreed to by the parties. The parties undertake to cooperate in arranging meetings, selecting representative for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

#### 7.10

The WWAP may, upon application to the Assistant Superintendent of Human Resources or his/her designee, be granted up to a total of one hundred (100) hours per fiscal year without loss of pay for its officers to conduct business of its Association during contract negotiation year: Seventy (70) hours per fiscal year during non-contract bargaining years.

#### 7.11

Additional paraprofessional positions not listed in Article 3.1 of this Agreement shall be negotiated with the Association prior to their posting.

#### 7.12

Changes in the working and employment conditions of any bargaining unit member will be discussed with the Association prior to adoption or implementation by the Board.

### 7.13

Duly elected/appointed WWAP representatives shall be permitted to transact official union business on school property. Said business shall not interfere with or interrupt normal school operations. All such representatives shall notify the principal or supervisor of their presence in the building.

### 7.14

The Board agrees to furnish, within timely fashion, all available information requested by the Association concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of paraprofessionals, together with any information which may be necessary for the Association to process any grievance or complaint.

### 7.15

The Board shall provide the Association with the names, phone numbers and addresses of all paraprofessionals, including new hires.

### 7.16

Special conferences for important matters may be arranged between the Association President and the Human Resources Department or their designated representatives upon request of either party.

If such a meeting takes place during the normal working hours the employee shall receive prior approval from the administration to be in attendance.



Arrangements for special conferences shall be made in advance. Matters taken up in special conferences shall be confined to those included in the agenda.

#### 7.17 Workshop Fees

The Employer agrees to pay any fees for paraprofessionals to attend workshops, educational conferences and/or in-service sessions when these are required with their job responsibilities or performance. Payment of fees are contingent upon prior approval by the building administrators and the Assistant Superintendent of Human Resources or his/her designee. A conference and/or workshop account of at least \$500 annually shall be made available for paraprofessional use.

Workshops not held during school hours will be voluntary.

#### 7.18 Medical Tests

Any medical tests required by the Board of Education after initial employment, shall be paid for by the Board. The reimbursement shall be the difference between the cost of the test, including doctor fees and the amount covered and paid by the paraprofessional's medical insurance.

#### 7.19 Direct Deposit

Effective July 1, 2009, all bargaining unit members shall have 100% of their wages paid through direct deposit at a financial institution of their choice that participates in the federal automated clearing house (ACH) system.

## 7.20 Bussing

- A. Paraprofessionals who have assigned bus duty are responsible for taking students to their bus doors and assisting in their loading. Paraprofessionals may assist students down bus ramps or through bus doors.
- B. In instances when the power ramps of buses are not operating, all available personnel will assist in the loading and unloading of students. If no personnel is available to render assistance or to repair the equipment, the paraprofessional should call their immediate supervisor. If the immediate supervisor isn't available, they should contact the alternate person for assistance. The immediate supervisor or alternate is responsible for the decision on how to rectify the situation.
- C. In recognition of the difficulties encountered by the loading and unloading of students the Board agrees to make every effort to maintain and repair its equipment in a timely fashion.
- D. Paraprofessionals are to assist cab drivers in placing students into their cabs. It is the paraprofessional's responsibility to check that the student is secured to the best of his/her ability, if the cab has such security equipment.
- E. No student shall assist a paraprofessional in the loading and unloading of buses.

## 7.21 Bathroom and Showering

- A. A paraprofessional will be given assistance by another staff member for lifting and bathrooming students who are heavy.

B. Two (2) staff members will do the bathrooming and showering of all students.

C. Paraprofessionals will assist in both male and female dressing rooms.

#### 7.22

Student volunteers will not be used in place of a paraprofessional. Any student volunteer will be the sole responsibility of the certified teacher.

#### 7.23

It is agreed that it is not the paraprofessional's routine responsibility to vacuum or mop floors and clean toilets.

#### 7.24 Swimming

The parties agree that the number of students a paraprofessional can handle in swimming sessions will vary according to the type of student involved. Each paraprofessional assigned to swimming will be informed of each of his/her student's performance objectives in swimming and to provide him/her in-service regarding the execution of those program units.

#### 7.25

Unless on bus duty or emergency duty, the paraprofessionals' work day will end as per their assigned work schedule.

#### 7.26 Staff Meetings

Paraprofessionals may voluntarily attend any staff meeting. If a paraprofessional is required to attend a staff meeting outside of their normal work day they will be compensated per Article 17.7.

## 7.27

- A. Adequate travel time shall be allotted for paraprofessionals to travel between buildings.
- B. Paraprofessionals who are assigned to two or more buildings in a split assignment, and who are required to travel between buildings during their normal lunch periods, and such travel time reduces their normal lunch time, will be compensated with an additional 4% of the normal contract hourly rate for this loss of time. Said paraprofessionals will not be eligible for mileage reimbursement for such travel.

## 7.28 Evaluations of Paraprofessionals

The ultimate purpose of an effective evaluation program of paraprofessionals is to promote growth and professional development. To this end, the following procedure will be used.

- A. There shall be one (1) paraprofessional evaluation instrument as attached to this Agreement in Appendix B. The building supervisor and/or program supervisor is responsible for written evaluations using this instrument.
- B. The supervisor will consult and ask for input from the teacher(s) who works with the paraprofessional.
- C. The supervisor shall orient all paraprofessionals of the evaluation process and instrument.

- D. The supervisors shall evaluate probationary paraprofessionals at least once during the probationary period.
- E. Paraprofessionals will not evaluate other paraprofessionals or other staff members.
- F. The supervisor shall provide each paraprofessional with a mutually signed copy of the formal evaluation. The paraprofessional may submit a written statement, which will be attached to the file copy of the evaluation in question.
- G. The supervisor shall set forth in specific terms where a paraprofessional may be lacking, as well as an identification of the specific ways in which the paraprofessional is to improve.
- H. All formal evaluations of the work performance of a paraprofessional shall be conducted openly and with his/her knowledge.
- I. The supervisor may make informal observations of a paraprofessional. Such observations are not to be considered evaluations and are not to be used in the formal evaluation process.
- J. Paraprofessionals shall have formal evaluations in three (3) year cycles. This evaluation cycle may be broken if the paraprofessional or supervisor requests an evaluation.

## **ARTICLE 8 - MEMBERSHIP, FEES, PAYROLL DEDUCTIONS**

### **8.1**

The Board agrees to notify all new paraprofessionals that the WWAP is the sole bargaining representative for paraprofessionals.

### **8.2**

Upon appropriate written authorization from the paraprofessional, the Board shall deduct from his/her salary and make appropriate remittance for annuities, credit union, saving bonds, United Fund, approved insurance options, or any other plans or programs jointly approved by the Association and the Board.

## **ARTICLE 9 - WORKING CONDITIONS**

### **9.1**

A certified teacher or a building supervisor shall be on duty at all times during normal working hours.

### **9.2**

In the absence of a building supervisor, paraprofessionals shall not be held accountable or made responsible for the administration or supervision of the building.

### **9.3**

A paraprofessional shall neither be asked to oversee a classroom in the absence of a substitute teacher, nor be required to assume for an extended period of time the duties of a teacher except during IEP's which cannot be scheduled during conference time, teacher lunch time, teacher breaks and consultation time with teachers, psychologists and social

workers which cannot be scheduled during the teacher's preparation time.

Paraprofessionals who meet MDE requirements and hold a current substitute permit, may choose to serve as a substitute teacher in the absence of a substitute teacher in his/her assigned classroom only. Paraprofessionals serving as substitute teachers will be compensated at \$50 for a full day assignment, \$25 for a half day assignment or \$10 per hour for assignments less than a half day. This pay is in addition to the paraprofessional's regular rate of pay.

In addition, if a teacher is scheduled for an IEP during his/her planning period and this meeting extends beyond the planning time, the paraprofessional may be required to assume temporarily the teacher's duties, but not to exceed sixty (60) minutes which includes the time of the preparation period.

#### 9.4

It is understood that the paraprofessional's role in the implementation of a student behavioral plan is that of assisting the teacher. It is understood that the teacher in the room has the responsibility for the management and implementation of such plans.

#### 9.5 Assisting in the Classroom

Classroom or program paraprofessionals for Special Education students will assist Occupational Therapists, Physical Therapists, and Classroom Teachers in all therapy activities that are necessary for the daily classroom situation. In addition, the Special Education paraprofessionals will help Occupational Therapists and Physical Therapists as needed in lifting students and assisting in evaluations of students.

#### 9.6 Supervisor

A Paraprofessional is responsible to the building principal as well as the program supervisor and teacher.

#### 9.7

The Board shall provide adequate rest areas, lounges and restrooms for paraprofessional use.

#### 9.8

The Board shall support and assist paraprofessionals with respect to the maintenance of control and discipline of students in the employee's work area. The Board, or its designated representative, shall take reasonable steps to relieve the paraprofessional of inordinate responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations.

#### 9.9

An employee may use such reasonable procedures as necessary to protect himself/herself and other employees and students from physical abuse or to prevent injury to another student or property so long as they are not inconsistent with existing legal statutes.

#### 9.10

A paraprofessional may not be ordered to perform an activity or responsibility if, by so doing, s/he were to jeopardize his/her health or safety.



### 9.11 Rights of Probationary Employees

The WWAP shall represent probationary paraprofessionals, for the purpose of collective bargaining in respect to rates of pay, wages and hours. The probationary paraprofessional shall have the same rights as other paraprofessionals except as modified in this Article.

An employee is a "probationary employee" for the first ninety (90) working days of employment. Periods of absence from work shall not be counted towards completion of the probationary period.

There shall be no seniority rights for layoff, recall, discipline or discharge of "probationary employees" and no such matter will be subject to the Grievance Procedure. Upon completion of the probationary period, the paraprofessional will acquire seniority from their date of hire.

### 9.12 Seniority

- A. Seniority shall be defined as the length of service within the District after the probationary period as a member of the bargaining unit. Accumulation of seniority shall begin on the effective date of employment after the probationary period has been completed. In the event that more than one individual has the same starting date of work, positions on the seniority list shall be determined by a lottery drawing.
- B. The WWAP shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly in the presence of the WWAP President or his/her designee.
- C. In case of transfers from one WWAP Group to the other, the transferee shall retain

his/her seniority date and shall have his/her name placed in that Group with the same seniority date.

D. Each year worked previous to September 2, 1975 contract shall be classified as a full year of seniority, regardless of number of hours worked per day.

E. Each employee working twenty-five hours or more per week shall be considered full-time and shall receive one (1) year seniority.

F. WWAP members shall be divided into three groups:

*Group I:* Special Education, Family Service Workers and Preschool  
Paraprofessionals

*Group II:* General Education and Adult/Community Education Paraprofessionals

*Group III:* Technical Assistants/Registered Nurses, ADN/Culinary Arts  
Technicians

G. Seniority for WWAP members working less than 25 standard hours per week, but at least 12.5 hours per week, shall receive 1/2 years seniority for each full year worked. Seniority for part time work done prior to 9/1/80 shall not be credited.

H. The Board shall prepare and maintain the seniority list. The initial seniority list shall be prepared by November 20 with revision and updates prepared thereafter in April of each school year. A copy of the seniority list, and subsequent revisions, shall be electronically mailed to the Association's Executive Board and a copy will be posted on the District's website behind the Staff Door.

I. Seniority shall be lost by an employee upon termination, resignation, retirement or

transfer out of the bargaining unit.

- J. A member who does not report to work for three (3) or more consecutive working days without contacting his/her immediate supervisor or the Human Resources Department shall be considered a voluntary termination and will forfeit his/her seniority under this Article.

### 9.13

When required to accompany a student on a field trip, special education paraprofessionals are not responsible for covering the cost of the field trip.

## ARTICLE 10 - GRIEVANCE PROCEDURE

### 10.1 Definition

A claim or complaint by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

Unless otherwise stated, the term "days" when used in this Article refers to paraprofessional work days, or weekdays during summer recess.

### 10.2 Hearing Levels

#### A. *Informal Level*

When a cause for complaint occurs, the affected paraprofessional shall request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The union will be notified and representative thereof may be present with the employee at such a meeting. If the employee is not satisfied with the results of the meeting, s/he

may formalize the complaint in writing as provided hereunder. This must be initiated within eight (8) days from the date of the incident or the knowledge thereof which gave rise to the grievance.

B. *Formal Level*

If a complaint is not resolved in a conference between the affected employee(s) and his/her/their immediate supervisor, the complaint may be formalized as a grievance. It shall be submitted, in writing, within eight (8) days of the meeting with the supervisor and the employee. A copy of the grievance shall be sent to the union and the immediate supervisor and the Human Resources Department. The immediate supervisor shall, within eight (8) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant and the Association.

C. *Formal Level II*

If the Association is not satisfied with the disposition of the grievance at Level I or if no disposition has been made within eight (8) days of receipt of the grievance, the grievance shall be transmitted to the Senior Executive Director of Human Resources or designee. Within eight (8) days after the grievance has been submitted, a representative of the Human Resources Department shall meet with the Association on the grievance. Within eight (8) days after the conclusion of the meeting, the Senior Executive Director of Human Resources or his/her designee shall render his/her written decision thereon with copies to the Association and the grievant(s).

D. *Formal Level III*

If the Association is not satisfied with the disposition of the grievance at Level II or if

no disposition has been made within the period above provided, the Association may submit the grievance to final and binding arbitration before an impartial arbitrator within thirty (30) days after receipt of the written Level II response. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board for the first three (3) arbitrations of a fiscal year. Thereafter, expenses for the arbitrator shall be paid by the losing party.

### 10.3 Expedited Grievance Procedure

The Association, as its option, may process a grievance via the expedited grievance procedure outlined as follows:

1. The grievance shall be submitted in writing to the Assistant Superintendent of Human Resources or his/her designee. Within five (5) days of submission, a representative of the Human Resources Department shall schedule a meeting with the Association in an effort to resolve the dispute.
2. If the dispute is still not resolved to the Association's satisfaction within seven (7) days of the meeting between the Assistant Superintendent of Human Resources or designee and the Association, as above described, the Association may appeal the grievance to final and binding arbitration in accordance with the rules of American Arbitration Association.

3. The arbitrator of grievances processed via this process shall have no power to alter, add to, or subtract from, the terms of this Agreement.
4. The fees and expenses of the arbitrator shall be shared equally by the parties.

#### 10.4 Grievance Timelines

Any grievance filed by the Association or initiated by an individual, must be initiated within eight (8) days from the date of the incident or the knowledge thereof which gave rise to the grievance.

#### 10.5

Both parties may agree to process a grievance to the American Arbitration Association in accordance with its rules of expedited arbitration.

#### 10.6 Miscellaneous Conditions

- A. The term days when used in this Article shall mean work days. Time limits provided in this Article shall be strictly observed, but may be extended by mutual agreement.
- B. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- C. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, both the Association and the District agree to abide by the Arbitrator's decision.
- D. For purposes of assisting an employee in the prosecution or defense of any

contractual, administrative, or legal proceeding, including, but not limited to grievances, the employer shall permit an employee with an Association representative access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Employer which pertain to the employee or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

- E. An employee who must be involved in the grievance procedure during the work day shall be excused with pay for that purpose, and a substitute provided for him/her.
- F. All notations, documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

## **ARTICLE 11 - VACANCY, TRANSFER, PROMOTION**

### 11.1

An approved vacancy shall be posted within five (5) working days on the District's website (<http://wwcsd.net>) and in a conspicuous place in each school building, with a copy being electronically sent to the WWAP President. Vacancies after the close of the school year will be placed on the District's web site.

### 11.2 Job Posting

- A. The District will post an approved vacancy on the District's website for seven (7) working days. A copy of the posting will be sent electronically to the WWAP President. The posting shall contain the following information:

- 1) Type of work as defined in Article 3.1

- 2) Building
- 3) Rate of pay
- 4) Hours per week
- 5) Minimum Requirements
- 6) Specification of WWAP as a bargaining unit representative
- 7) Essential duties and responsibilities

B. Posting applications may not be changed after the date and time of the closing of the posting.

C. To fill vacancies that occur during the school year, the District shall use the following process:

- 1) In order for a paraprofessional to be considered for a posted position, or any resultant openings from the posting, s/he must complete and submit an online WWAP internal posting application.
- 2) The District will then list and call each applicant in seniority order. Each applicant will have the option of either accepting a position or passing. If a member cannot be reached within forty-eight (48) hours, the District shall move to the next person on the seniority list.
- 3) As members transfer via the posting, the resultant openings will be added to the vacancy list. The District will resume calling candidates in order of seniority and resultant openings will be awarded based on seniority. An employee who passed earlier in the process may elect to accept a resultant opening.
- 4) Acceptance of a position will remove the member from any further



consideration for vacancies occurring during that specific posting.

- 5) Paraprofessionals who did not submit an application for an internal posting, may apply for an external posting and be considered for placement.

Paraprofessional seniority shall not be a factor in hiring/placement decisions for external postings

- D. Paraprofessionals have the option to seek information on posted positions on their own time but must be prepared to accept or pass on a position when called by the Human Resources representative. Once a paraprofessional applies for a posted position and receives the assignment, the paraprofessional shall remain in the assignment for one calendar year. The “one year rule” can be waived if mutually agreed to by the Board and the Union. The Board and the Union agree to automatically waive the one year rule for a paraprofessional who is in a job for less than one year if no other eligible paraprofessionals are interested in the posted position. Paraprofessionals who have the one year rule waived are required to remain in their new position for one year.

E. *June and August Postings*

The first posting for positions for the ensuing school year will be posted on the District’s website in June. These positions will be awarded based on seniority and will adhere to the language in 11.2 A., B. and D. After the close of the posting, an applicant cannot refuse a position for which s/he applied.

The second posting will be posted on the District’s website in August. It will first go through the process outlined in 11.2 A., B. and D. Then if there are any unassigned WWAP members, the Board will attempt to contact and offer any open positions

available at the time of contact for which they are qualified.

This placement of unassigned paraprofessionals shall follow on the basis of seniority.

WWAP members taking positions under these circumstances will not be held to the one year requirement in the position as they did not apply for the position taken.

### 11.3

- A. If no bargaining unit member applies for a posted position, the position may be awarded to an external candidate.
- B. If a non-bargaining unit member is hired, the new hire will be placed on the Entry Level step of the salary schedule upon the effective date of hire.

### 11.4

All qualifications being equal as outlined in the posted job description, seniority shall prevail in filling posted positions.

### 11.5 Involuntary Transfers

Involuntary transfers from one program or building to another are to be avoided whenever possible. The Superintendent or his designee may transfer paraprofessionals from one program or building to another with just cause and with five days notice. The five day notice may be waived if agreed upon by the parties. The Association shall be informed of the transfer, together with its reason and the time it is to occur.

### 11.6

A paraprofessional who is involuntarily transferred shall not receive a lower hourly standard

step pay rate due to such transfer.

11.7

If a vacancy or additional technical assistant positions occur, they shall be posted. Preference will be given to WWAP members on the basis of seniority, if the applicant(s) qualify under the posting qualifications.

11.8

All postings and hiring will be done through the Human Resources Department.

11.9 Summer Work

Summer work in the SXI, SCI, ASD and P.E. Aquatics Programs shall first be offered to paraprofessionals working in those positions. Any remaining open positions shall then be offered by seniority to qualified applicants.

Whenever selective certification(s) are required within a position, the employee must have the necessary credentials, or be otherwise qualified within the required certification(s).

## **ARTICLE 12 - REDUCTION IN PERSONNEL, LAYOFF AND RECALL**

12.1

Layoff shall be defined as a necessary reduction in the work force, beyond normal attrition due to a shortage of funds or decrease of work.

12.2

No Paraprofessional shall be laid-off pursuant to a necessary reduction in the work force

unless said paraprofessional has been notified of said layoff at least twenty (20) calendar days prior to the effective date of such layoff.

### 12.3

The Board shall first layoff probationary paraprofessionals, then the least senior employees in the WWAP.

In no case shall a new paraprofessional be hired by the Board while there are laid off paraprofessionals unless they have been offered the position in question or the paraprofessional does not qualify for it.

### 12.4

A paraprofessional who is laid off or on parental leave, general purpose leave, extended health leave, approved non-pay status may continue at his/her own expense, the insurance coverage at 102% of the group premium rate, if permitted by the insurance carrier. The group premium rate and the 2% service fee shall be payable to the Wayne-Westland Community Schools, commencing the first month the paraprofessional's insurance coverage paid by the Board shall cease and at one month intervals thereafter. Payments are due in the Insurance Office no later than the 20th of each month preceding the month of coverage. Failure to have the check in the Insurance Office by the 20th of each month may result in the cancellation of the insurance.

### 12.5

Notice of recall will be sent by certified or registered mail to the paraprofessional's last known address. Such notice will state the place, time and date on which the paraprofessional is to report to work. It is the employee's responsibility to keep the Human Resources Department

notified as to his/her current mailing address. A paraprofessional will have five (5) calendar days to accept recall. The Board may fill the position in the meantime.

Paraprofessionals recalled to work are obligated to take said work. A paraprofessional who declines or who fails to respond within five (5) days of notice of recall shall forfeit his/her seniority rights and be terminated.

## 12.6

A paraprofessional on layoff will retain recall rights for a period of one (1) year, if their accumulated seniority is one (1) year or less at the time of layoff. If their accumulated seniority at time of layoff is over one (1) year they will have recall rights for a period of time up to the amount of accumulated seniority. In no event, however, will recall rights exceed three (3) years. Any employee on layoff who exceeds these timelines shall lose his/her seniority and any further rights under this Agreement.

## 12.7 Placement of Paraprofessionals Not Laid Off

A. In the event layoffs occur or paraprofessional positions are eliminated the following process shall be implemented:

- 1) In order to determine a paraprofessional displaced from an affected building as a result of needs assessments, the paraprofessional(s) with the least district-wide seniority from the building in the affected category (Group I, Group II, Group III) and program shall be displaced. For the purpose of displacement, Program Support Paras are considered to be in the same program.

- 2) All open positions created as a result of layoffs, resignations, terminations, and new positions shall be listed and filled in August by paraprofessionals in the bidding pool after the posting procedure agreed to in Article 11.
- 3) The placement of unassigned paraprofessionals shall then follow on the basis of seniority. Preference of assignment shall be given on the basis of seniority.
- 4) A WWAP member who has never worked in Group I will be allowed to take a voluntary leave of absence for up to one year in duration rather than taking a position in Group I. This leave will be terminated upon the availability of a position in Group II or III for which the employee on leave is qualified. If said employee refuses to return to work, s/he shall be terminated.

B. *Subsequent Openings*

1. Any vacancy subsequent to those described and processed in 12.7 (A) above and occurring in a program and building from which a paraprofessional has been displaced shall first be offered to the most seniored paraprofessional who may have been displaced within the previous twelve (12) months from that program and building unless the displaced employee applies and receives a posted position.
2. New or additional positions shall be posted and filled under Article 11.
3. Laid off paraprofessionals shall be recalled in reverse order of layoff, with the most seniored being recalled first.
4. A laid off WWAP member who has never worked in Group I will be allowed to take a voluntary leave of absence for up to one year in duration rather than taking a position in Group I. This leave will be terminated upon the availability of a

position in Group II or III for which the employee on leave is qualified. If said employee refuses to return to work, s/he shall be terminated.

5. An employee returning from a leave of absence effective the beginning of the first semester shall be treated as a displaced paraprofessional on staff, with full seniority rights.

#### 12.8 Seniority in the Event of Layoff

Any paraprofessional who is laid-off and later rehired or recalled shall not lose previously accumulated and credited seniority.

#### 12.9

If a room is disbanded or a position eliminated after the opening date of school, the paraprofessional in that assignment shall be displaced and be given the choice of any available external postings in his/her category (I, II, III). If no opening is available, s/he shall be displaced to the position held by the least seniored paraprofessional in the same category.

#### 12.10

A current WWAP member accepting a Part Time Paraprofessional/Part Time Technical Assistant in lieu of layoff shall continue to receive pay at his/her regular bargaining unit rate. Fringe benefits shall continue as those of a full time paraprofessional for a period of six months after placement into a part-time position. At the end of this six (6) month period, fringe benefits will be as provided for in the contract for part-time employees.

Such employees shall accept the first available full-time position offered. Failure to accept

the full-time position shall result in the employee becoming a part-time employee with part-time fringe benefits.

## **ARTICLE 13 - WORK YEAR, WORK DAY, WORK WEEK**

### **13.1 Professional Development Days**

The work year for school term paraprofessionals shall be the same as the student school year. Some individual full-time paraprofessional positions may work additional days as determined by the specific program needs.

If scheduled, full-time paraprofessionals will attend two (2) scheduled full Professional Development days held after the students start school. Part-time paraprofessionals will attend one (1) half day scheduled Professional Development day.

Paraprofessionals, at the direction of the Building Administrator/Supervisor, may be included in in-services during In-service and Record Days or be allowed to work in their rooms.

This article does not apply to Adult/Community Education and Preschool Programs which have alternative starting and ending times as determined by program needs.

### **13.2**

The normal work week for all employees is Monday through Friday; however, the parties recognize that certain programs may require a different work schedule.

Effective January 2001, if school is not in session on the Friday before Labor Day, paraprofessionals shall not work and shall not get paid.



It is agreed to use the prior Thursday instead of Friday for the requirement to be in a paid status for Holiday pay as noted in Article 15.1 as it applies to the Friday before Labor Day.

### 13.3 Breaks

All paraprofessionals will be entitled to two (2) fifteen (15) minute relief periods per day, one in the morning and one in the afternoon, except that a paraprofessional working part time will receive one (1) fifteen (15) minute relief period if s/he works a minimum of four (4) hours per day.

### 13.4 Overtime

Overtime will initially be offered to the paraprofessional for which the work would be assigned if there was time during that person's regular shift. If unable to secure a worker through this means, the overtime will be offered within category and building with the greatest seniority, who is qualified to do the activity. If all employees within the affected category and building refuse overtime, overtime may be offered to other paraprofessionals within the category by district seniority.

#### A. *Temporary Hours in Adult/Community Education*

An increase in work hours which are temporary in nature (four-six weeks) shall be offered to the bargaining unit of assignment on the following basis:

Temporary hours shall be offered to the bargaining unit in the unit of assignment on a rotating basis:

- 1) The individual(s) with the least number of weekly hours shall be given the opportunity

to increase them to the maximum then worked by others in that unit of assignment.

- 2) If more than one individual is working the least number of hours in that program, preference will be given to the more (most) seniored bargaining unit member. Seniority shall not be credited for temporary hours.
- 3) Special Education Bussing shall be rotated and divided within category and within building unless such extra duty is assigned to the paraprofessional who works directly with the Special Education student(s).

### 13.5 Substitutes

The Board shall provide substitutes for Student Services paraprofessionals to perform the job of the absent paraprofessional. Paraprofessionals will not be responsible for finding their own substitutes. All Student Services paraprofessionals may sign up to perform substitute bus duty in their assigned building. Those paraprofessionals who sign up shall perform substitute bus duty when asked.

### 13.6 Inclement Weather

Nothing in this Agreement shall require the Board to keep offices, schools and administration open in the event of a building issue, inclement weather, or when otherwise prevented by an Act of God. When the District is closed to students, due to the above conditions, paraprofessionals will not be required to report to their job assignments and shall suffer no loss of pay. In the event the District must close due to the above circumstances, paraprofessionals will not be compensated for any closed days which exceed the number of allowable forgiven days as identified by the MDE Pupil Accounting Manual. Should the District be required to add days to the school calendar, paraprofessionals will be

compensated for additional days worked. If schools are closed after the start of the normal day, the paraprofessional shall suffer no loss of pay for that day. In the event individual schools are closed, but not the entire District, paraprofessionals from the closed school shall report to the Board Office at their regularly scheduled start time for reassignment by Human Resources. A paraprofessional may elect to use a personal business day, if s/he has one available for use, in lieu of reassignment.

In the event a member's scheduled sick or personal day coincides with an Act of God day, the member will not be charged the sick or personal day, unless the member is out on an extended absence for ten (10) or more working days.

### 13.7 Duty Free Lunch

Paraprofessionals shall normally be entitled to a duty-free lunch at the location of their choice, except for the paraprofessionals in orthopedic classrooms. The duration of this duty-free lunch will be determined by the program needs, but in no event, will this break be less than thirty minutes.

Paraprofessionals in POHI classrooms shall receive their afternoon break immediately following their students' regularly scheduled lunch or special session.

### 13.8 Recess Duty

The paraprofessional shall not be required to assume recess duty. The paraprofessional shall not be required to assist the certified teacher during recess duty unless directed by the building administrator.

### 13.9

- A. All paraprofessionals shall work on, In-service, planning and record days when school is in session part of the day.

- B. During Elementary Parent/Teacher Conferences paraprofessionals will not work.  
(two half-days or a total of one full day)

13.10 Last Day of School

The last day of the regular school year shall end with the close of the teachers' day without loss of pay.

## ARTICLE 14 – VACATIONS

14.1

Paraprofessionals shall receive paid vacation time. These vacation days must first be used during the school recesses at Winter Break, Mid-Winter Break and Spring Break. The first six vacation days are to be used during Winter Break. The next five vacation days are to be used during Mid-Winter Recess and the remaining four days are to be used at Spring Break. For employees in the Adult/Community Education Division who are required to work during any of these recess periods, said vacation days may be used at other times during the year, including summer. Employees in the Adult/Community Education Division may work during the Spring Break provided that they notify their supervisor(s) within 20 school days prior to the vacation period and receive their supervisor's approval.

14.2

Upon termination of employment, an employee will be paid for all unused vacation time at his/her current rate of pay.

14.3

Vacation time shall be earned during the year worked and time to be taken can't be carried over from one (1) year to another. If an employee works only part of a school year the

vacation earned will be based on 1/12 of the chart amount for each month worked by 12 month employees and 1/10 of the chart amount for 10 month employees. The employee must work the majority of the work days during a month to count that month.

Paid sick leave shall count toward work days worked during the month.

14.4

The following chart will be used to determine the number of vacation days:

Employees Hired Prior to 7/1/09

NUMBER OF YEARS	VACATION DAYS
1 <sup>ST</sup> Year	5 Days
2 <sup>nd</sup> Year	6 Days
3 <sup>rd</sup> Year	7 Days
4 <sup>th</sup> Year	9 Days
5 <sup>th</sup> Year	11 Days
6 <sup>th</sup> Year	12 Days
7 <sup>th</sup> Year	14 Days
*8 <sup>th</sup> Year	15 Days

Employees Hired After 7/1/09

Less Than 5 Years	0 Days
5 – 9 Years	5 Days
10 – 14 Years	10 Days
*15 or More Years	15 Days

\* Twelve (12) month employees will receive three (3) additional days.

## ARTICLE 15 – HOLIDAYS

### 15.1

The paid holidays are designated as Thanksgiving Day and the day after, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, Good Friday, Easter Monday, and Memorial Day. In order to be eligible for holiday pay an employee must be on a paid status immediately preceding and proceeding the holiday period. In addition, July 4th and Labor Day will be paid holidays for those employees who work the day before and the day after such holidays. Easter Monday will only be designated as a paid holiday if it occurs during the District's scheduled Spring Break recess.

When one of the holidays falls on Sunday, the Monday shall be deemed the holiday. When one of said holidays falls on Saturday, then Friday shall be deemed the holiday except when December 24th falls on a Saturday or Sunday, then the following Tuesday will be deemed the holiday. When New Year's Day falls on a Monday, then December 31st will be celebrated on Friday, December 29th.

Employees who do not work a five day week schedule will receive holiday pay for those holidays, or date a holiday is celebrated, based on the number of hours the employee would have worked on that day.

### 15.2

Holidays occurring during recess or vacation periods shall not be charged as vacation days against vacation allowance.

## ARTICLE 16 - UNPAID LEAVES

### 16.1 General Conditions

- A. Requests for leaves of absence shall be sent to the Human Resources Department with a copy to the Supervisor. The request is to include the reason for the leave along with notification of the beginning and ending dates of said leave.
  
- B. An employee returning from a leave of absence shall be reinstated to the first open comparable position in the same classification s/he held when the leave began. At least sixty (60) calendar days prior to the date a leave is scheduled to expire, the employee will notify the employer of his/her intent to return to work.
  
- C. Seniority shall not accrue for any unpaid leave of absence except military leave. Paraprofessionals returning from unpaid leave shall receive credit for previous seniority.
  
- D. No experience credit shall be given for any unpaid leave except military leave.
  
- E. All such leaves shall be without pay or benefits.

## 16.2 Unpaid Leaves

- A. *Military Leave* - A military leave of absence shall be granted to any paraprofessional who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a paraprofessional shall be placed in the same classification and experience level as s/he would have been had s/he worked in the District during such period.

Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under the GI Bill shall have their leave extended for a period of one year. Application for such leave shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in an approved program or institution.

- B. *Parental/Child Care* - Upon the employee's request a leave shall be granted to an employee within one year of the time s/he adopts a child, acquires a child by birth or marriage, or assumes the legal responsibility of a family. This leave will be granted for up to one year. An extension of one year may be granted. In the event of the death of the child, the leave may be terminated by the employee with the sixty (60) day notice being waived.

- C. *General Purpose* - An employee who has completed two (2) consecutive years of service to the district as a paraprofessional in the bargaining unit may be granted a general purpose leave for a period of one year, excluding other employment. General Purpose leave requests must be received by August 1st in order to be given consideration.



- D. *Extended Medical Leave* – A non-probationary member absent for medical reasons, shall be placed on an extended medical leave effective 90 calendar days after the member's last day worked or once the member has exhausted their personal illness and personal business days, whichever is greater, provided medical verification is provided. Extended medical leaves are granted for a period not to exceed one year. A member may utilize the 90 calendar day provision once per 12 month period. For the length of the extended medical leave, a member shall maintain his/her position and seniority status.

## ARTICLE 17 - PAID LEAVES

### 17.1 General Conditions Illness and Disability

- A. The Board shall furnish all WWAP members their sick leave credit on their paychecks at the beginning of each school year. This sick leave credit will be prorated if employment is severed before the year is completed.

B. *Workers' Compensation*

Any employee who is absent because of an injury or disease payable under the Michigan Workers' Disability Compensation Act shall be treated in the following manner:

- 1) For the first seven (7) calendar days of such absence, the employee shall be charged sick leave from his/her accumulated account or, if the employee so requests, personal business leave. If the employee has exhausted sick leave and/or personal business leave, s/he shall be considered "absent without pay" for any absences not covered by his/her account.

If the employee's incapacitation continues to the 15th calendar day and/or beyond,

the employee so affected shall have the sick leave and/or the first five (5) working days of his/her absence restored to his/her account.

- 2) If the employee incapacitation extends beyond the period of seven (7) calendar days, and it is determined that the injury/disability is payable under the Michigan Workers' Compensation Act, s/he shall not be charged sick leave and/or personal leave for any further absences for such incapacitation for a period of up to 90 days from the date of said injury. The employee shall also, during this period of time, receive from the Board the difference between his/her Workers' Disability Compensation check and his/her regular salary.
- 3) If the employee's incapacitation continues beyond the 90 day period stated in Article 17.1(B) (2) above, s/he shall continue to receive the difference between his/her Workers' Disability Compensation check and his/her regular salary to the extent and until such time as said employee has used up all of his/her remaining sick leave and/or personal leave days.
  - a) For purposes of this subsection, "full salary from the Board" shall mean the individual's contracted amount.
  - b) It is also understood that, after the 90 day period, the amount of sick leave and/or personal leave to be deducted from the employee's account will be 1/2 day for any full day's absence. If the employee is absent less than a full day, the employee will still be charged 1/2 day from his/her sick or personal leave account.

## 17.2 Illness and Disability

The unused portion of sick days shall accumulate from year to year without limit. Those

employees hired prior to 7/1/09 who work twelve (12) months can earn a maximum of twelve (12) days per year and ten (10) month employees can earn a maximum of ten (10) days per year. Those employees hired after 7/1/09 who work twelve (12) months can earn a maximum of six (6) days per year and ten (10) month employees can earn a maximum of five (5) days per year. Sick days will be credited upon completion of an employee's 90 day probationary period. The sick leave days may be taken by an employee for the following reasons and subject to the following conditions:

- 1) *Personal illness or Disability* - The paraprofessional may use all or any portion of his/her sick days to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
- 2) *Medical or Nursing Care* - The employee may take three (3) days to make arrangements for medical or nursing care for a member of his/her immediate family.
- 3) *Immediate Family* - The paraprofessional may use sick leave to care for a member of his/her immediate family, when no other immediate arrangements are possible. This is subject to administrative review and approval beyond two (2) days.
- 4) Emergency visits to doctors or clinics.

A paraprofessional absent from his/her duties as the result of a physical assault while employed in school activities, and the physical assault is related to the performance of his/her duties, shall be paid and shall not have the absence charged against his/her sick leave accumulation.

### 17.3 Bereavement Days

Each paraprofessional shall be credited five (5) bereavement leave days per year to be used

for a death in the immediate family (spouse, child, step child, parent, mother-in-law, father-in-law, sister, brother, grandparents, and grandchildren) for purposes of attending to the death and/or attending the funeral/memorial service. Bereavement days shall not carry over from one year to another. If additional days are needed, use of funeral leave as defined below will be permitted.

Upon special request to the building administrator, paraprofessionals may receive up to three (3) days funeral leave to attend funerals of close relatives (e.g., sister-in-law or brother in-law). These days are to be deducted from the individual's sick bank.

#### 17.4 Personal Business Days

Full time WWAP paraprofessionals hired prior to July 1, 2009 shall be allowed up to three (3) days per year for absences of a personal nature. Half time paraprofessionals hired prior to July 1, 2009 shall be allowed up to three (3) half days per year for absences of a personal nature. Full time paraprofessionals hired after July 1, 2009 shall be allowed up to two (2) days per year for absences of a personal nature. Half time paraprofessionals hired after July 1, 2009 shall be allowed up to two (2) half days per year for absences of a personal nature. Personal business days will be credited upon completion of an employee's 90 day probationary period. Unused personal business days at the end of the school year shall be added to each individual's sick days.

#### *Personal Business Day Limitations*

**Both parties clearly understand that the use of personal days is not valid on Professional Development days.** Further, personal business days may not be taken immediately preceding or following vacations, holidays, or recesses or in conjunction with approved absences without pay for extended time off. Exceptions under this article may be granted in

advance only by the Human Resources Department.

#### 17.5 Jury Duty

Any paraprofessional called for jury duty, or who is subpoenaed to testify in regards to District business, during work hours in a court of law, shall be paid his/her full compensation minus any amount scheduled to be paid by the court (excluding mileage) for such time and in turn will submit to the Board a copy of the check received for such actions during regular working hours. A paraprofessional involved in personal litigation must use personal business days for such testimony.

#### 17.6 Reserve/National Guard Duty

Any employee who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve pay and the regular pay s/he would receive from the Board during any period when the affected paraprofessional is on active duty for the Reserve or National Guard. A maximum of two (2) weeks per year shall be allowed.

#### 17.7 Compensatory Time

Subject to administrative approval, WWAP paraprofessional working additional hours shall be compensated with either compensatory time or monetary reimbursement.

#### 17.8 Sick Days on Recall

Upon recall from layoff, paraprofessionals shall have available any previously earned

accumulated sick days.

#### 17.9 Physical Examination before Returning to Work

Paraprofessionals returning from extended health leaves or personal illness/disability in excess of ten (10) days will submit a clearance to return to work from their physician.

The Board shall have the right to request a physical/mental examination by a physician of the Board's choosing and paid for by the Board, before the paraprofessional returns to work from extended health leaves and personal illness/disability in excess of ten (10) working days.

#### 17.10 Severance

In recognition of extended service to the District, the Board agrees to provide paraprofessionals having ten (10) or more years of WWCS District service additional compensation upon severance of employment. If severance is due to retirement or disability, the affected paraprofessional(s) shall be paid an amount equal to 5% of the paraprofessional's then current annual salary plus an amount equal to the paraprofessional's accumulated total number of sick days multiplied by \$20. When severance of employment is due to other reasons, excluding employer termination, the affected paraprofessional shall be paid an amount equal to the paraprofessional's total number of accumulated sick days multiplied by \$20.

Both parties agree that the term "retirement" used in Article 17.10 of the Master Agreement means that: An employee must be eligible to receive Michigan State retirement benefits at the time of severance with the Wayne-Westland Community School District. Eligibility shall be based upon the Michigan Public School Employees Retirement System guidelines.

## ARTICLE 18 - INSURANCE PROTECTION

### 18.1 Life Insurance

The Board shall provide, without cost to the full time paraprofessional, group term life insurance protection to be paid to the paraprofessional's designated beneficiary in the amount of ten thousand dollars (\$10,000). In the event of accidental death, the above mentioned insurance will pay double the specified amount.

### 18.2 Health Insurance

The Board agrees to purchase for eligible WWAP members a full family hospital-medical insurance program. The parties agree that effective July 1, 2013, the plan offered will be an HSA qualifying high deductible plan in addition to any other offerings the parties mutually agree upon.

The District shall pay on a monthly basis the maximum permitted annual amounts as determined by the State Treasurer under PA 152 of 2011 toward the total cost of members' medical premiums. If the aggregate costs of the medical premium are less than the aggregate maximum amounts payable, the differential will be redistributed to those members enrolled in the medical plan in the form of HSA contributions in an agreed upon manner. Should the aggregate costs of the medical premiums exceed the aggregate maximum amounts payable under PA 152 of 2011, the remaining cost for the member's elected medical premiums for each school year shall be paid by the member through pre-tax payroll deductions.

The maximum amounts payable by the Board shall be adjusted each July 1 to the maximum permitted based on inflationary adjustments calculated the previous October as included in PA 152 of 2011.

Notwithstanding any other obligations in this Agreement, the Employer reserves the right to, in its sole discretion, select a health insurance carrier which offers a “bronze” plan that provides “minimum coverage” pursuant to 26 USC Section 36(B)(c)(C)(ii).

If a paraprofessional is covered by a two person hospitalization policy which has benefit payments for doctor and hospital benefits below 80% of reasonable and customary, the Board will allow the employee to sign up for self only hospitalization-medical coverage.

If a paraprofessional is covered by a full family hospitalization policy which has benefits below 80% of reasonable and customary, the Board will allow the employee to sign up for full family hospitalization-medical coverage.

Any full time paraprofessional who has signed up for and is covered by hospitalization-medical coverage in violation of this Article will re-pay to the employer, all premium monies which the employer has paid for such benefits.

### 18.3 Dental Insurance

The Board agrees to provide a full family dental program with 100/90/90 coverage with an Orthodontic benefit rider for all full time paraprofessionals.

### 18.4 Vision Insurance

Effective November 1, 2012, the Board will provide all full-time paraprofessionals with NVA Option 3 insurance or a comparable plan.

### 18.5

The Board shall make payment of insurance premiums for each paraprofessional to provide insurance coverage for a twelve month period.



#### 18.6 Insurance Continuation in the Event of Layoff

A 10 month paraprofessional who is laid off in June or July will have insurance coverage provided by the Board through the month of August.

Insurance coverage shall continue for one month beyond the effective date of layoff for any paraprofessional completing the first semester of any given year.

#### 18.7

When necessary, premiums shall be made retroactively or prospectively to assure uninterrupted participation and coverage, if allowed by insurance carrier.

#### 18.8

The Board shall be responsible for providing insurance information including applications and claim materials.

#### 18.9

For all paraprofessionals, insurance coverage shall be as follows:

- Twenty-five (25) hours or more per week - full
- Less than (25) hours - none

#### 18.10 Long Term Disability Benefits

The Board agrees to provide without cost to all full time paraprofessionals long-term disability coverage. This plan will include a 90 calendar day waiting period with a sick leave run-off.

The benefit will be 66 2/3% of the monthly salary to a maximum of \$1,200.

### 18.11 Short Term Disability Benefits

Short Term Disability may be available for purchase through the District.

The parties agree to meet annually to review rate renewals for all insurance plans and to review bids solicited under PA 106.

## ARTICLE 19 – COMPENSATION

### 19.1

The basic compensation of each paraprofessional shall be set forth in Appendix "A". There shall be no deviation from said compensation rates during the life of this Agreement.

### 19.2 Mileage

WWAP members who are using their own transportation for carrying out their responsibilities for the school system shall be reimbursed for the mileage at the rate established by the I.R.S. and according to the procedure as established by Board Policy.

### 19.3 Compensation for Overtime

The following conditions shall apply to all overtime work.

- 1) Time and one-half will be paid for all hours worked over 8 hours in one day or 40 hours in one week and for all hours worked on Saturday with the following exception: A member who works extra hours (not a normal part of their work day) and exceeds 8 hours in one day but works less than 40 hours in one week will not be eligible for overtime.

- 2) Double time will be paid for all hours worked on Sundays and legal holidays. In the case of legal holidays, this will be in addition to holiday pay if the employee is entitled to holiday pay for that day.

#### 19.4 Wage Increases and Bonuses

The parties agree to renumber the 2018-2019 W-WAP salary schedules from 1-15 to Entry Level-10, beginning with the 2019-2020 school year.

All Paraprofessionals with a hire date on or after January 1, 2019 will be placed on the Entry Level step.

The parties agree to increase the Paraprofessionals, Technical Assistants/Family Service Workers, and Nurses/Culinary Technicians/Health Occupation Technicians 2018-2019 salary schedules by \$1.00 for step 1, \$1.50 for steps 2-6 and \$2.00 for steps 7-10 for the 2019-2020 school year.

The parties agree that the W-WAP salary schedules will be increased by 3% for the 2020-2021 school year and by 3% for the 2021-2022 school year. There will be no step movement for any member in any classification, other than step renumbering in 2019-2020, for the duration of this Agreement.

Paraprofessionals in the Act 18 Center Based Programs (SXI, SCI, POHI, ASD, ECS and DD) and Classroom Deviations within those programs shall receive an additional \$0.75 per hour. This will also include Act 18 RN/ADNs and Adaptive PE Paraprofessionals. Upon leaving any of these programs the paraprofessional will return to his/her base rate. If

Act 18 funding is eliminated this additional compensation will no longer be offered.

19.5

Paraprofessionals will receive their regular pay rate for working summer hours.

19.6 Certification, Monetary Aide

If it were to become mandatory during the period of this Agreement that paraprofessionals be certified, both parties agree to work cooperatively to review and make recommendations to the Superintendent in granting monetary aid to attain this certification.

19.7 Longevity

Longevity will be paid on the following basis:

15 - 19 years of service in the District	.....	\$600
20 - 24 years of service in the District	.....	\$1,000
25 plus years of service in the District	.....	\$1,300

**ARTICLE 20 – NEGOTIATIONS**

20.1

It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to discussions between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

## 20.2

Contractual language dealing with any Article may be reopened during the life of the Agreement by mutual consent.

## 20.3 Union Hours

For negotiation purposes the President of WWAP and two (2) members of the negotiating team may, upon proper application, be granted up to 30 hours per annum without loss of pay to conduct business of WWAP.

## 20.4

At least ninety (90) days prior to the expiration of this Agreement, the parties agree to open negotiations for a successor Agreement.

## 20.5

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the membership of WWAP, but the parties mutually pledge that the representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject to such ultimate ratification.

## 20.6

If the parties fail to reach an agreement in any such negotiations either party may invoke the assistance of the State Labor Mediation Board.

## 20.7 Requests for Information

The employer agrees to furnish to the WWAP in response to reasonable requests from time-to-time all available information related to collective bargaining and contract administration.

## ARTICLE 21 - DURATION OF AGREEMENT

### 21.1

This Agreement shall be effective July 1, 2019 and shall continue in effect until June 30, 2022.

### 21.2

If, pursuant to negotiations, an Agreement in the renewal or modification not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written Agreement of the parties.

### 21.3

This Agreement shall be available on the District's website within 30 days after the Agreement is signed. The Association's Executive Board shall be provided with 50 copies for the duration of this Agreement.

Wayne-Westland Association of  
Paraprofessionals

Ann Heinicke

Monica M. Dunne

Dulany Husem

Barbara [Signature]

[Signature]

[Signature]

R. Nowak, RN

Board of Education  
Wayne-Westland Community Schools

David R. Cox  
David Cox

President, Wayne-Westland Board of  
Education

Jill Simmons  
Jill Simmons, Assistant Superintendent of  
Employee Relations and Operations

[Signature]  
Peggy Powers, Employee Relations  
Specialist

Union Ratification Date: 6-17-19

Board Ratification Date: 6-17-19



**APPENDIX A – WWAP SALARY SCHEDULE**

**Paraprofessionals**

Salary Step	2018-2019	Salary Step	2019-2020	2020-2021	2021-2022
		Entry Level	11.86	12.22	12.59
1	11.86	1	12.86	13.25	13.65
2	12.80	2	14.30	14.73	15.17
3	13.62	3	15.12	15.57	16.04
4	14.37	4	15.87	16.35	16.84
5	14.81	5	16.31	16.80	17.30
9	14.97	6	16.47	16.96	17.47
10	15.26	7	17.26	17.78	18.31
10.5	15.70	8	17.70	18.23	18.78
11	16.00	9	18.00	18.54	19.10
14.5	16.08	Move to 10			
15	16.15	10	18.15	18.69	19.25

**Technical Assistants, Family Service Workers**

Salary Step	2018-2019	Salary Step	2019/2020	2020/2021	2021/2022
		Entry Level	14.66	15.10	15.55
1	14.66	1	15.66	16.13	16.61
4.5	14.82	2	16.32	16.81	17.31
5	14.97	3	16.47	16.96	17.47
8.5	15.12	4	16.62	17.12	17.63

9	15.26	5	16.76	17.26	17.78
10	15.41	6	16.91	17.42	17.94
10.5	15.84	7	17.84	18.38	18.93
11	16.13	8	18.13	18.67	19.23
14.5	16.21	9	18.21	18.76	19.32
15	16.28	10	18.28	18.83	19.39

**Nurses, Culinary Technicians/Health Occupations Technicians**

Salary Step	2018-2019	Salary Step	2019/2020	2020/2021	2021/2022
		Entry Level	22.86	23.55	24.26
1	22.86	1	23.86	24.58	25.32
4.5	23.80	2	25.30	26.06	26.84
5	24.12	3	25.62	26.39	27.18
8.5	24.18	4	25.68	26.45	27.24
9	24.24	5	25.74	26.51	27.31
10	24.30	6	25.80	26.57	27.37
10.5	24.51	7	26.51	27.31	28.13
11	24.66	8	26.66	27.46	28.28
14.5	24.78	9	26.78	27.58	28.41
15	24.89	10	26.89	27.70	28.53

Paraprofessionals in the Act 18 Center Based Programs (SXI, SCI, POHI, ASD, ECS and DD) and Classroom Deviations within those programs shall receive an additional \$0.75 per hour. This will also include Act 18 RN/ADNs and Adaptive PE Paraprofessionals. Upon leaving any of these

programs the paraprofessional will return to his/her base rate. If Act 18 funding is eliminated this additional compensation will no longer be offered.

**APPENDIX B**

**Paraprofessional Evaluation Instrument**

Wayne-Westland Community Schools

Paraprofessional Evaluation

Name \_\_\_\_\_

Building/Dept. \_\_\_\_\_

Date of Employment \_\_\_\_\_

Date of Evaluation \_\_\_\_\_

	Effectiveness Label				
	4- Highly Effective	3- Effective	2- Minimally Effective	1- Ineffective	
<b>Understanding of Student Needs (20 pts) - Ability to engage and motivate students and to promote student learning.</b>					
	0	0	0	0	0
Comments:					

	Effectiveness Label			
	4- Highly Effective	3- Effective	2- Minimally Effective	1- Ineffective
<b>Attendance (15 pts) - Regular and predictable</b>				

attendance.					
	0	0	0	0	0
Comments:					

	Effectiveness Label				
	4- Highly Effective	3- Effective	2- Minimally Effective	1- Ineffective	
<b>Professional Relationships (15 pts) - Interactions and communications with colleagues.</b>					
	0	0	0	0	0
Comments:					

	Effectiveness Label				
	4- Highly Effective	3- Effective	2- Minimally Effective	1- Ineffective	
<b>Adaptability (10 pts) - Copes with change and new situations in a positive and flexible manner. 10 pts</b>					
	0	0	0	0	0
Comments:					

Effectiveness Label			
4- Highly	3-	2- Minimally	1-

Effective	Effec- tive	Effective	Ineffec- tive
-----------	----------------	-----------	------------------

<b>Alignment with District Goals (10 pts)-</b> Understands and works to support the District's mission and goals.					
	0	0	0	0	0

Comments:

	Effectiveness Label			
	4- Highly Effective	3- Effec- tive	2-Minimally Effective	1- Ineffec- tive

<b>Job Competence (10 pts) -</b> Demonstrates ability and skills required to perform the job.					
	0	0	0	0	0

Comments:

	Effectiveness Label			
	4- Highly Effective	3- Effec- tive	2-Minimally Effective	1- Ineffec- tive

<b>Job Knowledge (10 pts) -</b> Understanding of job responsibilities and procedures required to perform the job.					
	0	0	0	0	0

Comments:

	Effectiveness Label			
	4- Highly Effective	3- Effective	2-Minimally Effective	1- Ineffective

<b>Confidentiality (5 pts) - Respects student and staff privacy and complies with all confidentiality requirements.</b>				
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	0	0	0	0	0
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Comments:

	Effectiveness Label			
	4- Highly Effective	3- Effective	2-Minimally Effective	1- Ineffective

<b>Professional Development and Growth (5 pts) - Ability to self-reflect and grow professionally.</b>				
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	0	0	0	0	0
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Comments:

Total Score

**OVERALL EVALUATION EFFECTIVENESS RATING**

<p><math>\geq 90</math> = Highly Effective</p>	<p>75 - 89 = Effective</p> <p><input type="checkbox"/></p>	<p>51 - 74 = Minimally Effective</p> <p><input type="checkbox"/></p>	<p>&lt;51 = Ineffective</p> <p><input type="checkbox"/></p>
--	--	--	---

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

A copy of this report has been given to me and has been discussed with me. My signature indicates that I have read the evaluation report. I reserve the right to make additional comments in the form of an addendum.



**Wayne-Westland Community Schools  
Paraprofessional Evaluation Rubric**

<b>Understanding of Student Needs</b>			
<b>Highly Effective</b>	<b>Effective</b>	<b>Minimally Effective</b>	<b>Ineffective</b>
<p>Is student centered; keeps students highly motivated and engaged and promotes students becoming independent learners and problem solvers. Readily notices and effectively redirects students who are losing focus.</p> <p>Assists in developing and applies intervention strategies to promote student learning and safety.</p>	<p>Encourages students to engage in the learning process and understands the goal of student independence. Successful in redirecting students who are losing focus.</p> <p>Applies intervention strategies that have been developed by others to promote student learning and safety.</p>	<p>Follows classroom procedures, but requires direction and/or assistance from others when working with students. Attempts to motivate, engage and/or redirect students are not successful.</p> <p>Requires frequent support and guidance when applying intervention strategies to promote student learning and safety.</p>	<p>Makes no attempt to motivate and engage students. Does not encourage student independence. Is unable to redirect students who are losing focus.</p> <p>Unaware of effective intervention strategies and his/her role in promoting student learning and safety.</p>

<p>Demonstrates a genuine care and concern for individual student needs. Interactions are appropriate and respectful.</p>	<p>Interactions with students are appropriate and respectful.</p>	<p>Interaction with students is generally appropriate, but inconsistencies exist. Interaction is predominantly reactionary.</p>	<p>Interaction with students is inappropriate and/or negative. Escalates as opposed to de-escalates conflict.</p>
<p>Identifies and resolves student issues.</p>	<p>Resolves student issues with the guidance of the teacher.</p>	<p>Attempts to resolve student issues, but is rarely successful.</p>	<p>Does not attempt to identify and/or resolve student issues.</p>
<p>Seeks out new skills and approaches and utilizes the most effective strategies for working with students. Has high expectations for all students.</p>	<p>Incorporates a variety of instructional practices to meet individual student needs. Has high expectations for student achievement.</p>	<p>Unable to vary instructional practices based on individual student needs. Has few expectations for student achievement.</p>	<p>No understanding of instructional practices and/or strategies based on individual student needs. Has low expectations for student achievement.</p>

<b>Attendance</b>			
<b>Highly Effective</b>	<b>Effective</b>	<b>Minimally Effective</b>	<b>Ineffective</b>
<p>Attendance is exceptional.</p> <p>Absences are minimal; having little to no impact on students. When possible, absences are scheduled in advance and communicated to staff. (Exceptions may include some of the following examples: FMLA, Workers' Comp, Extended Documented Illness).</p> <p>Is almost always punctual, reliable and prepared to assume work responsibilities.</p>	<p>Absences are scheduled in advance (when possible) and do not near exceeding the number of accumulated sick/personal days available. (Exceptions may include some of the following examples: FMLA, Workers' Comp, Extended Documented Illness).</p> <p>Consistently reports to work on time and is reliable.</p>	<p>Absences are often unscheduled and are close to exceeding the number of accumulated sick/personal days available. (Exceptions may include some of the following examples: FMLA, Workers' Comp, Extended Documented Illness).</p> <p>Does not consistently report to work on time and reliability is inconsistent.</p>	<p>Attendance is not acceptable.</p> <p>Absences are not reported in a timely manner and exceed the number of accumulated sick/personal days available. (Exceptions may include some of the following examples: FMLA, Workers' Comp, Extended Documented Illness).</p> <p>Consistently reports to work late and is not prepared to assume work responsibilities.</p>

<b>Professional Relationships</b>			
<b>Highly Effective</b>	<b>Effective</b>	<b>Minimally Effective</b>	<b>Ineffective</b>
Communication with staff is almost always accurate, collaborative, effective and efficient.	Communication with staff is timely, accurate and effective.	Communication is inconsistent; accuracy and effectiveness varies.	Communication is minimal, inaccurate and/or ineffective.
Shows an understanding of and appreciation for a diverse range of abilities, cultures, backgrounds, values and work styles. Almost always respects others' differences.	Is respectful when dealing with people of diverse abilities, cultures, backgrounds, values and work styles.	Interaction is inconsistent with people with diverse abilities, cultures, backgrounds, values and work styles.	Lacks respect when interacting with people with diverse abilities, cultures, backgrounds, values and work styles.
Seeks feedback from staff and always	Is receptive to feedback and consistently	Ability and/or willingness to receive feedback and respond	Becomes defensive and is unable and/or unwilling to accept constructive

responds in an appropriate manner.	responds in an appropriate manner.	appropriately is inconsistent.	feedback from others.
Able to identify and resolve conflict before escalation occurs.	Attempts to appropriately resolve conflict before escalation occurs.	Is inconsistent in his/her ability to resolve conflict, causing issues to escalate.	Is not able and/or willing to resolve conflict.
Always establishes and maintains clear boundaries and limits with others.	Consistently sets appropriate boundaries and limits with others.	Is inconsistent in setting boundaries and limits with others.	Is not able and/or willing to set boundaries and limits with others.

**Adaptability**

<b>Highly Effective</b>	<b>Effective</b>	<b>Minimally Effective</b>	<b>Ineffective</b>
Almost always accepts and copes with change and new situations in a positive and flexible manner. Is proactive rather than reactive when dealing with change and/or new	Consistently displays a positive and flexible attitude when dealing with change and new situations.	Has some difficulty adjusting to change and new situations. Response to such situations is inconsistent and sometimes perceived as negative.	Unable and/or unwilling to cope with change and new situations. Response is negative and seeks to blame others.

<p>situations and models this behavior for others.</p> <p>Actively seeks and is open to new and/or improved methods of completing tasks (e.g. incorporates technology).</p>	<p>Usually seeks out and is open to new and/or improved methods of completing tasks (e.g. incorporates technology).</p>	<p>Rarely seeks out and challenges new and/or improved methods of completing tasks.</p>	<p>Unable and/or unwilling to seek out or try new and/or improved methods of completing tasks.</p>
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**Alignment with District Goals and Objectives**

<b>Highly Effective</b>	<b>Effective</b>	<b>Minimally Effective</b>	<b>Ineffective</b>
<p>Is fully aware of, understands and always abides by District policies, procedures and protocols. Always performs tasks with the District's mission and goals in mind.</p>	<p>Consistently follows District policies, procedures and protocols. Understands and has awareness of the District's mission and goals.</p>	<p>Does not consistently follow District policies, procedures and protocols. Limited awareness of the District's mission and goals.</p>	<p>Is unaware of and does not follow District policies, procedures or protocols. Has no understanding of the District's mission and goals and does not work to support them.</p>

**Job Competence**

<b>Highly Effective</b>	<b>Effective</b>	<b>Minimally Effective</b>	<b>Ineffective</b>
<p>Almost always displays competency in all job responsibilities and skills required to perform the job.</p> <p>Always shows a willingness and ability to follow instructions and procedures.</p> <p>Tasks are always completed in a timely and accurate manner.</p>	<p>Exhibits competency in most job responsibilities and skills required to perform the job.</p> <p>Consistently shows a willingness and ability to follow instructions and procedures.</p> <p>Tasks are almost always completed in a timely and accurate manner.</p>	<p>Lacks competency in one or more job responsibilities and the skills required to perform the job.</p> <p>Inconsistently shows a willingness and ability to follow instructions and procedures.</p> <p>Tasks are often completed in an inconsistent manner and accuracy levels vary.</p>	<p>Does not display competency in any job responsibilities and skills required to perform the job.</p> <p>Fails to show a willingness and ability to follow instructions and procedures.</p> <p>Tasks are often incomplete and/or inaccurate.</p>

**Job Knowledge**

<b>Highly Effective</b>	<b>Effective</b>	<b>Minimally Effective</b>	<b>Ineffective</b>
<p>Fully understands and models the job responsibilities and procedures required to perform the job.</p>	<p>Exhibits knowledge of job responsibilities and procedures required to perform the job.</p>	<p>Displays only a basic understanding of job responsibilities.</p>	<p>Displays no evidence of understanding the requirements of the job.</p>

Willingly shares his/her knowledge and skills with colleagues.			
Performs job responsibilities independently without repetition of direction.	Performs job responsibilities with minimal supervision and infrequent repetition of direction.	Requires frequent supervision and repetition of direction.	Requires continual supervision and constant repetition of direction.

<b>Confidentiality</b>			
<b>Highly Effective</b>	<b>Effective</b>	<b>Minimally Effective</b>	<b>Ineffective</b>
Is fully aware of, understands and always abides by confidentiality policies, procedures and applicable laws. (e.g. FERPA, HIPPA and social networking).	Is deemed as trustworthy and maintains confidentiality at all times. Reports disclosure of confidential information.	Struggles with confidentiality expectations.	Is not deemed as trustworthy and does not maintain confidentiality.
Influences those around them to become aware of	Strictly adheres to and abides by applicable laws,	Inconsistent in abiding by laws and policies (e.g.	Is unaware of and does not abide by laws and policies



and compliant with confidentiality policies, procedures and applicable laws.	Board policy and District expectations (e.g. FERPA, HIPPA and social networking).	FERPA, HIPPA and social networking).	(e.g. FERPA, HIPPA and social networking).
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<b>Professional Development and Growth</b>			
<b>Highly Effective</b>	<b>Effective</b>	<b>Minimally Effective</b>	<b>Ineffective</b>
<p>Self-motivated; seeks out and actively participates in optional and mandatory professional development opportunities. Successfully applies the new information to the job.</p> <p>Acknowledges the importance of professional growth and establishes and meets challenging,</p>	<p>Attends and participates in mandatory professional development opportunities.</p> <p>Sets professional goals and demonstrates continuous progress</p>	<p>Occasionally attends professional development opportunities, but does not actively engage in the training or apply learned methods on the job.</p> <p>Establishes some goals, but does not show sufficient progress in attaining them.</p>	<p>Does not make an effort to attend or participate in professional development opportunities.</p> <p>Does not attempt to establish goals and/or makes no effort in meeting</p>

yet realistic professional goals.	toward meeting them.		goals that have been set.
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## **APPENDIX C**

The Wayne-Westland Association of Paraprofessionals and the Wayne-Westland Community Schools agree to the following relative to Adult/Community Education Aides in resolution to the MERC Case UC82E-27 Wayne-Westland Community Schools and Wayne-Westland Association of Paraprofessionals.

The WWAP shall drop all bargaining unit claims to the four non-affiliated aides claimed by the Wayne-Westland Education Secretaries Association in MERC Case R82OG196, contingent upon those positions being recognized as part of the WWESA bargaining unit by the WWEA and WWCS.

## APPENDIX D

- A. Any full-time paraprofessional and/or teacher assistant working in Adult/Community Education Program(s) shall be considered to have an extra-work assignment in such program(s), such person shall not be entitled to have a duplication of benefits.
- B. This collective bargaining Agreement shall apply in full force to all part-time paraprofessionals, part-time teacher assistants and part-time nurse assistants, whose standard hours are between 12.5 - 24.9 hours weekly with the following:
1. Article 14 does not apply.
  2. The following shall be paid holidays. The number of hours paid will be based on the formula outlined in Article 17.7.
    - a. Thanksgiving Day*
    - b. Day after Thanksgiving*
    - c. Christmas Eve Day*
    - d. Christmas Day*
    - e. New Year's Eve Day*
    - f. New Year's Day*
    - g. Martin Luther King Day*
    - h. Good Friday*
    - i. Easter Monday (if during Spring Recess)*
    - j. Memorial Day*
    - k. Labor Day (if school is in session)*
  3. Article 17 shall apply with the following notation:

Both sick days and personal business days will be credited as outlined in

Article 17 with no reference to hours worked per day.

4. Part-time paraprofessionals will have the same pay schedule and incremental steps as the full-time paraprofessionals.
5. It is understood that at no time will the District intentionally hire persons to fill hours below the 12.5 hours minimum and it is agreed to combine hours whenever possible to create full and part-time positions.

However, the Board will not be required to create elementary full-time positions which use "At- Risk" or "Title I" funds that would involve traveling to a second building.

## APPENDIX E

Both parties agree that the intent of Article 18.2 is to restrict the number of employees who have dual health insurance coverage.

To this intent then, the parties enter this understanding to try and clarify the implementation of this Agreement.

1. Those employees who think that they still qualify for health coverage will need to bring a copy of the policy under question to the Human Resources Department for the purpose of verifying as to whether or not it is below the standards stated in Article 18.2.
2. Employees are required to notify the school district of any changes in their status.
3. If the Board becomes aware of an employee who seems to be in violation of Article 18.2, the Board will notify the Association. The association agrees that it will contact the employee to try and determine if there is a violation and so notify the Board of its findings.

The Board will also contact the employee and notify the Association of its findings.

- a) If the Board becomes aware of an employee who has dual coverage, and has not granted such employee dual coverage permission under the provisions of Article 18.2, the employee and Association will be notified. The employee will be required to bring in a copy of the spouse's health insurance policy within thirty (30) days of such notification.
- b) If the policy provisions will allow the continued dual coverage, as provided in

Article 18.2, coverage will continue. If the employee is not entitled to such coverage based on the provisions of Article 18.2, the District will cancel coverage at the end of such month and the employee will re-pay all premiums as provided in Article 18.2.

- c) If the employee fails to bring in a copy of the spouse's health insurance policy within the thirty (30) day period mentioned above, the Board will implement Article 18.2 provisions assuming that the employee is not entitled to dual coverage.