

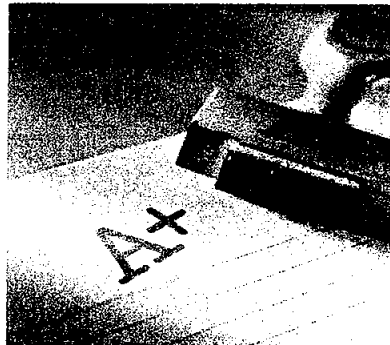
AGREEMENT

Between the

Comstock Public Schools

And the

Comstock Paraprofessional Association
MEA / NEA



39030
06 30 2008
CPA MEA
P

2006 ~ 2008

AGREEMENT

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

Article 1 Recognition Clause

- 1.0 The Comstock Public Schools Board of Education hereby recognizes the Association as the sole and exclusive collective bargaining representative for non-probationary Paraprofessionals, who work a regular schedule of twenty (20) hours or more per week. Excluded from the bargaining unit are Playground/Lunchroom Supervisor and Language Support, unless they are also employed as a paraprofessional. Association members who are in combined positions have full rights within the Articles of this contract.

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

Article 2 Rights of the Board of Education

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

Article 3
Association Rights and Responsibilities

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

Article 4 Union Security

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

Article 5
Probationary Employees

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

Article 6 Performance Evaluation

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

6.1 **Observation.** Bargaining unit member evaluation shall be by formal observation of bargaining unit member work. Observations shall be for periods of time that accurately sample the bargaining unit member's work. Each observation shall be preceded by not less than forty-eight (48) hours' notice.

Work outside of the bargaining unit member's normally assigned duties shall not be evaluated. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor.

6.2 **Written Evaluations.** All evaluations shall be reduced to writing on the evaluation form found in Appendix A. End-of-year evaluations must be completed by May 1st. A copy shall be given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response, which shall be attached to the file copy of the evaluation in question.

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

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

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

Article 7 Transfer

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

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

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

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

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

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

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

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

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

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

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

Article 8

Reduction in Personnel, Layoff and Recall

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

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

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

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

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

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

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

8.41 **Notification**

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

8.412 Employees to be recalled will be notified by US mail to his/her last address listed with the Employer.

8.42 **Right to Recall**

8.421 Employees will be recalled in the reverse order of layoff for positions they are qualified for.

8.422 Employees failing to return to work within five (5) days of receipt of notification or within fifteen (15) days of sending notification by mail, whichever is less, shall have resigned from the Comstock Public Schools.

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

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

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

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

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

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

Article 9

Leaves Without Pay

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

Article 10 Paid Leaves

10.0 Sick Leave.

10.01 Each first-year new Employee is granted five (5) sick days at the beginning of the school year. All other Employees will be granted twelve (12) days at the beginning of the school year.

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

10.1 **Personal Leave.** Two (2) days may be taken from sick leave. One (1) day may be carried over.

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

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

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

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

Article 11 Compensation

11.0 Basic compensation is as follows:

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

11.02 **Chirpens Paraprofessional.** A full-time classroom Paraprofessional employed in the Chirpens program must have one of the following certifications in addition to the above requirements:

1. A Child Development Associate credential (CDA); or
2. An Associate of Arts in early childhood/preschool education or child development, or;
3. One hundred twenty (120) clock hours of documented formal childcare education offered by approved training organizations and approved by Michigan Department of Education staff.

11.03 **Hourly Pay.** For the period July 1, 2006 through June 30, 2008 the hourly pay rates will be as follows:

| Step | Salary Schedule | |
|------|-----------------|-----------|
| | 2006-2007 | 2007-2008 |
| 1 | \$9.61 | \$9.75 |
| 2-4 | \$10.17 | \$10.32 |
| 5+ | \$10.56 | \$10.72 |

11.04 Stipend. At the end of the 2006-07 school year, paraprofessionals who are employed for 30 hours (full-time status) or more will receive a \$125.00 stipend. Employees who work less than full-time will have their stipend pro-rated based on their full-time equivalency (FTE). (For example, a 20-hour per week paraprofessional would receive $20/30 = .666 \times \$125.00 = \83.25 .) The stipend will be based on the number of hours the paraprofessional is working as of October 1, 2006. A paraprofessional who leaves mid-year will receive a stipend percentage based on his/her days of employment for that school year (excluding termination). Paraprofessionals hired after the beginning of the 2006-07 school year are not eligible to receive the stipend.

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

- 11.1 **Health Insurance.** The Employer shall provide each Employee, who is employed to work at least twenty (20) hours per week, the opportunity to enroll in a Comstock School District single or family group health plan at the Employee's expense.
- 11.2 Any Employee required to use his/her automobile for the Employer shall be reimbursed at the rate established by the Employer and consistent with other Employee groups. Such use shall be approved in advance by the immediate supervisor.
- 11.3 Payroll will be by direct deposit pay.
- 11.4 Section 125 of the IRS Code will be available to members.
- 11.5 Members of the bargaining unit shall receive staff passes to all Comstock Sports events.

Article 12

Workday, Work Year

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

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

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

12.2 **Workday Hours.**

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

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

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

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

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

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

Article 13 Disciplinary Action

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

Article 14
Conditions of Employment

- 14 Attendance at work-related conferences or seminars will be permitted to a limited extent, with pay, subject to approval by the Assistant Superintendent or his/her designee.
- 14.1 Employees must be scheduled to work at least thirty (30) hours per week to be considered a full time (1 F.T.E.).
- 14.2 All overtime must have prior approval of the Employee's immediate administrator and final approval of the Assistant Superintendent.
- 14.3 Each Employee will have a written evaluation on file in the Superintendent's office annually.
- 14.4 All Paraprofessional staff in good standing covered by this Agreement will be notified of reasonable assurance of employment by June 1 of each school year.

Article 15 Grievance Procedure

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

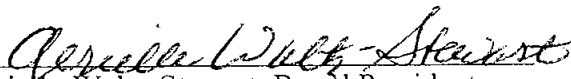
Article 16 Duration

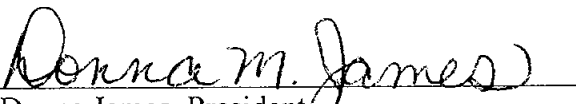
- 16 No agreement, alternation, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein, shall be made by an Association member or group of Association members with the Employer, unless the same has been ratified by the Association and executed in writing by the parties hereto. The waiver of any breach of condition of this Agreement, by either party, shall not constitute a precedent in the future enforcement of the terms of and conditions herein.
- 16.1 This Agreement shall become effective as of July 1, 2006, and the terms and provisions thereof shall remain in full force and effect through and including June 30, 2008.
- 16.2 **Policies and Other Agreements.** This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. If any provision of this Agreement, or any application of this Agreement to any Employee or group of Employees, shall be found contrary to law, then, such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of applications shall continue in full force and effect.
- 16.3 **Interpretations.** Captions are included only for convenience of reference and shall not modify in any way the language herein.
- 16.4 **Notices.** Any notice given pursuant to this Agreement shall be deemed to have been received three (3) days following its deposit in the United States mail, postage prepaid, when addressed as follows:
- 16.41 Office of the Superintendent
Comstock Public Schools
3010 Gull Road
Kalamazoo, Michigan 49048
- 16.42 Current home address of the President of the Association as set forth on the records of the Board and the Michigan Education Association, 5600 Portage Road, Kalamazoo, Michigan 49002.
- 16.5 **Scope.** This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- 16.6 **Distribution.** Copies of this Agreement shall be duplicated at the expense of the Board and shall be given to each member of the bargaining unit.

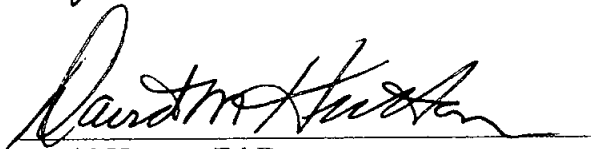
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed this ? day of August 2006.

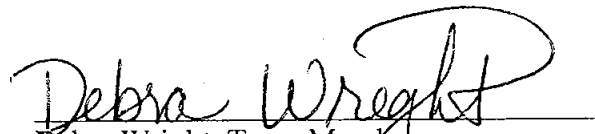
For the Comstock Public Schools

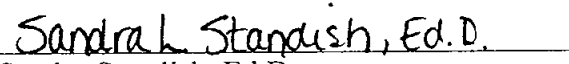
For the Comstock Paraprofessional Association / MEA

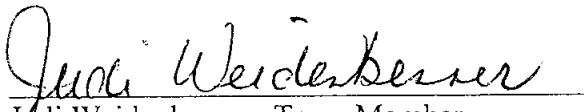

Gerielle Waltz-Stewart, Board President

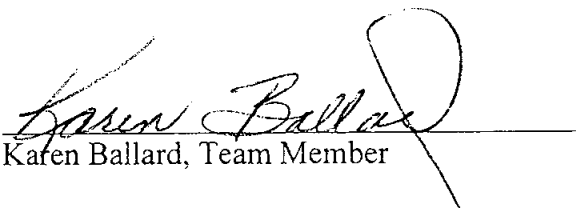

Donna James, President


David Hutton, Ed.D.
Superintendent


Debra Wright, Team Member


Sandra Standish, Ed.D.
Assistant Superintendent and Chief Negotiator


Judi Weidenbenner, Team Member


Karen Ballard, Team Member

PARAPROFESSIONAL EVALUATION

NAME: _____

DATE: _____

POSITION: _____

EVALUATOR: _____

To be signed by both evaluator, paraprofessional, and building administrator after review.

Signatures:

Evaluator: _____

Date: _____

Paraprofessional: _____

Date: _____

Administrator: _____

Date: _____

1 = Mastered

2 = Proficient

3 = Needs Improvement

NA = Not applicable

Framework for Professional Practice – Domain One: Planning & Preparation

| Primary Responsibility | Secondary Responsibility |
|---|--|
| <p>Demonstrating Knowledge of Content and Instruction Elements:</p> <ul style="list-style-type: none"> • Knowledge of content • Knowledge of prerequisite relationships • Knowledge of instructional strategies <p style="text-align: right;"><input type="checkbox"/></p> | <p>Demonstrating Knowledge of Resources. Elements:</p> <ul style="list-style-type: none"> • Resources for teaching • Resources for students <p style="text-align: right;"><input type="checkbox"/></p> |
| <p>Demonstrating Knowledge of Student Elements:</p> <ul style="list-style-type: none"> • Knowledge of characteristics of age group • Knowledge of students' varied approaches to learning • Knowledge of students' skills and knowledge • Knowledge of students' interests and cultural heritage <p style="text-align: right;"><input type="checkbox"/></p> | <p>Assessing Student Learning Elements:</p> <ul style="list-style-type: none"> • Consistent with instructional goals • Criteria and standards • Use for planning <p style="text-align: right;"><input type="checkbox"/></p> |
| <p>Comments:</p> | |

1 = Mastered 2 = Proficient 3 = Needs Improvement NA = Not applicable

Framework for Professional Practice – Domain Two: The Classroom Environment

| Primary Responsibility | Secondary Responsibility |
|--|--|
| <p>Supporting an Environment of Respect and Rapport. Elements:</p> <ul style="list-style-type: none"> • Paraprofessional interaction with students • Student interaction <p style="text-align: right;"><input type="checkbox"/></p> <p>Managing Student Behavior Elements:</p> <ul style="list-style-type: none"> • Expectations • Monitoring of student behavior • Response to student misbehavior <p style="text-align: right;"><input type="checkbox"/></p> | <p>Supporting a Culture for Learning Elements:</p> <ul style="list-style-type: none"> • Importance of the content • Student pride in work • Expectations for learning and achievement <p style="text-align: right;"><input type="checkbox"/></p> <p>Managing Classroom Practice Elements:</p> <ul style="list-style-type: none"> • Management of instructional groups • Management of transitions • Management of materials and supplies • Performance of non-instructional duties • Supervision of volunteers and paraprofessionals <p style="text-align: right;"><input type="checkbox"/></p> |
| <p>Comments:</p> | |

1 = Mastered 2 = Proficient 3 = Needs Improvement NA = Not applicable

Framework for Professional Practice – Domain Three: Instruction

| Primary Responsibility | Secondary Responsibility |
|--|--|
| <p>Communicating Clearly and Accurately Elements:</p> <ul style="list-style-type: none"> • Directions and procedures • Oral and written language <p style="text-align: right;"><input type="checkbox"/></p> <p>Using Questioning and Discussion Techniques Elements:</p> <ul style="list-style-type: none"> • Quality of questions • Discussion techniques • Student participation <p style="text-align: right;"><input type="checkbox"/></p> <p>Providing Feedback to Students Elements:</p> <ul style="list-style-type: none"> • Quality: Accurate, substantive, constructive, and specific • Timeliness <p style="text-align: right;"><input type="checkbox"/></p> | <p>Engaging Students in Learning Elements:</p> <ul style="list-style-type: none"> • Representation of content • Activities and assignments • Grouping of students • Instructional materials and resources • Structure and pacing <p style="text-align: right;"><input type="checkbox"/></p> <p>Demonstrating Flexibility and Responsiveness Elements:</p> <ul style="list-style-type: none"> • Lesson adjustment • Response to students • Persistence <p style="text-align: right;"><input type="checkbox"/></p> |
| <p>Comments:</p> | |

Framework for Professional Practice – Domain Four: Professional Responsibilities

1 = Mastered 2 = Proficient 3 = Needs Improvement NA = Not applicable

| Primary Responsibility | Secondary Responsibility |
|---|---|
| <p>Reflecting on Instructional Support Elements:</p> <ul style="list-style-type: none"> • Accuracy • Use in future instructional support <div style="text-align: right; margin-top: 10px;"><input type="checkbox"/></div> <p>Relationships with Colleagues Elements:</p> <ul style="list-style-type: none"> • Relationships with colleagues • Service to the school <div style="text-align: right; margin-top: 10px;"><input type="checkbox"/></div> <p>Growing and Developing Professionally Elements:</p> <ul style="list-style-type: none"> • Enhancement of content knowledge and instructional skills • Service to the profession • Use of technology <div style="text-align: right; margin-top: 10px;"><input type="checkbox"/></div> <p>Showing Professionalism Elements:</p> <ul style="list-style-type: none"> • Service to students • Advocacy • Decision making <div style="text-align: right; margin-top: 10px;"><input type="checkbox"/></div> <p>Demonstrating Responsibility Elements:</p> <ul style="list-style-type: none"> • Basic communication skills • Attendance/promptness • Responsibility: follows policies, plans for substitutes, accounting of materials/records • Honesty / integrity <div style="text-align: right; margin-top: 10px;"><input type="checkbox"/></div> | <p>Maintaining Accurate Records Elements:</p> <ul style="list-style-type: none"> • Student completion of assignments • Student progress in learning • Non-instructional records <div style="text-align: right; margin-top: 10px;"><input type="checkbox"/></div> <p>Communicating with Families Elements:</p> <ul style="list-style-type: none"> • Information about the instructional program • Information about individual students • Engagement of families in instructional program <div style="text-align: right; margin-top: 10px;"><input type="checkbox"/></div> |
| Comments: | |

Appendix B

**Paraprofessional Probation Form
Comstock Paraprofessional Association**

Name _____ Starting Date _____

Position _____ End of Probation _____

Evaluation Attached _____

Building _____ Benefits Start _____

Special Ed. Paraprofessional _____ Instructional Paraprofessional _____

Average Weekly Hours _____ Average Daily Hours _____ Holiday Hours _____

Job Duties _____

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

| |
|-----------------------|
| |
| Principal's Signature |

| |
|------------------------------|
| |
| Paraprofessional's Signature |

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

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

INSTRUCTIONS

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

Grievance Report Form
Comstock Paraprofessional Association

Comstock Public Schools
Kalamazoo, Michigan 49048

Grievance # _____

| Grievant | Date Claim Filed | Date of Occurrence |
|----------|------------------|--------------------|
|----------|------------------|--------------------|

1. Statement of Grievance:

2. Applicable Portion(s) of the Agreement:

3. Relief Requested:

Signature of Grievant or Union

Date

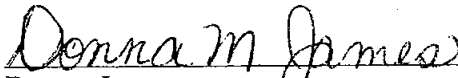
LETTER OF AGREEMENT
Between
Comstock Public Schools
and
Comstock Paraprofessional Association/MEA/NEA

This Letter of Agreement between Comstock Public Schools and the Comstock Paraprofessional Association/MEA/NEA recognizes the importance of providing professional development opportunities for paraprofessionals. Therefore, during the 2006-07 school year, paraprofessionals will participate in the August 29th and 30th Professional Development Days. Compensation will be at the paraprofessional's regular rate of pay and hours for that day.

For the 2007-08 school year, the paraprofessionals will participate in two professional development days. Specific dates to be determined when the 2007-08 school year calendar is established.

COMSTOCK PARAPROFESSIONAL ASSOC.

COMSTOCK PUBLIC SCHOOLS



Donna James, President



Dr. Sandra Standish, Asst. Superintendent

INDEX

A

Adoption leave, 9
Appendix A, 20
Appendix B, 24
Appendix C, 26
Arbitration, 16
Association Rights, 2
Assurance of employment, 16
Automobile use, 12

B

Bulletin boards, 2
Bump, 7

C

Child Care, 9
Chirpens Paraprofessional, 11
Compensation, 11
Conference attendance, 16

D

Deductions of dues, 3
Direct deposit pay, 12
Disciplinary Action, 15
Discipline Procedure, 15
Distribution of Agreement, 18
Duration, 18

E

Employee Holidays, 10
Evaluation Conferences, 5

F

F.T.E., 16
Family and Medical Leave Act, 9
Funeral Leave, 10

G

Grievance Procedure, 17
Grievance Report Form, 26

H

Health Insurance, 12
Holidays, 10
Hourly Pay, 11
Hours of work, 13

I

Instructional Paraprofessional, 11
Involuntary Transfer, 6

J

Jury Duty, 10
Just cause, 15

L

Layoff, 7
Leaves Without Pay, 9
Longevity, 12
Lunch, 14

M

Maternity Leave, 9
Medical Leave, 9
Monitoring, 5

N

Notification, 8

O

Objections Policy, 3
Observations, 5
Overtime, 16

P

Paid Leaves, 10
Paraprofessional Evaluation, 20
Paraprofessional Probation Form, 24
Payroll Deduction, 3
Performance Evaluation, 5
Personal Leave, 10
Powers of the Arbitrator, 17
Probation, 4

R

Recall, 7
Recognition, 1
Return to Work, 9
Right to Recall, 8
Rights of the Board of Education, 1

S

School Closings, 10
Section 125, 12
Seminars, 16
Seniority Defined, 8
Seniority list, 8
Service Fees, 3
Sick Leave, 10
Special Education layoff, 7
Staff passes, 12
Substitute Priority, 7

T

Temporary Transfer, 6
Transfer, 6

V

Vacancies, 6
Visitation, 2

W

Work stoppage, 2
Work Year, 13
Workday, 13
Written Evaluations, 5