MASTER AGREEMENT

between the

WEST BLOOMFIELD SCHOOL DISTRICT
BOARD OF EDUCATION

and the

WEST BLOOMFIELD PARAEDUCATORS
ASSOCIATION, MEA/NEA

JULY 1, 2025 - JUNE 30, 2027

WEST BLOOMFIELD SCHOOL DISTRICT
WEST BLOOMFIELD, MICHIGAN 48324

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AGREEMENT

This Agreement is entered into, effective July 1, 2025, by and between the Board of Education of the West Bloomfield School District, hereinafter called the "Employer" and the West Bloomfield Paraeducators, MEA-NEA, hereinafter called the "Association." The signatories shall be the sole parties to this Agreement.

The headings used in this Agreement neither add to nor subtract from the meaning, but are for reference only.

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with the Association as the representative of its bargaining unit members with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement; THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

ARTICLE I
RECOGNITION

The Employer, being the Board of Education of the West Bloomfield School District, recognizes the West Bloomfield Paraeducators, MEA-NEA as the sole and exclusive bargaining representative of all general school paraeducators, Title I tutors, security paraeducators, medical techs, special education paraeducators, CTE paraeducators and ELD program paraeducators but excluding supervisors, crossing guards, and all other personnel. The employer agrees not to negotiate with or recognize any organization other than the West Bloomfield Paraeducators, MEA-NEA for the duration of this Agreement.

All personnel represented by the West Bloomfield Paraeducators, MEA-NEA in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "employees."

ARTICLE II
REPRESENTATION

The Association shall furnish the Employer with the names of the officers, representatives, committee chairpersons and staff representatives of the Association with whom it may be dealing. Until the Employer has received written notice from the Association, it shall not be required to deal with such employees purporting to be representatives.

ARTICLE III
GRIEVANCE PROCEDURE AND ARBITRATION

A. A grievance is defined to be a complaint by an employee within the unit or the Association based upon an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of this Agreement.

B. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any supervisory or administrative personnel and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the opportunity to be present at such adjustment.

C. Grievances shall be resolved in the following manner:

Informal

Prior to the initiation of the formal grievance procedure, the employee(s) shall discuss the problem with the immediate supervisor whose action led to the problem. The employee(s) may have a representative of the Association present, if requested. Every effort shall be made to resolve the problem informally. If the matter is not resolved, the employee(s) may file a formal written grievance with the Association.

The parties agree that the informal step should occur as promptly as possible, but shall take place within ten (10) working days immediately following the event or condition that is the subject or basis of the grievance, or within the ten (10) working days from which the paraeducator has knowledge of such event or condition.

Formal

Step 1

A grievance submitted to Step 1 shall be presented to the immediate supervisor within the fifteen (15) working days that immediately follow the event or condition that is the subject or basis of the grievance, or within the fifteen (15) working days from which the paraeducator has knowledge of such event or condition. A meeting shall be held on the grievance within the next five (5) working days and shall be attended by the employee(s) and representative(s). The immediate supervisor's written disposition shall be rendered within the next five (5) working days. Copies of the supervisor's disposition shall be given to the grievant and the Association.

Step 2

If the grievance has not been resolved in Step 1, then the Association shall present the grievance in writing to the Superintendent of Schools or designee within the next five (5) working days. The Superintendent of Schools or designee shall meet with the Association and the aggrieved in an attempt to resolve the grievance within the next five (5) working days. The Step 2 disposition shall be rendered within the next five (5) working days. Copies of the supervisor's disposition shall be given to the grievant and the Association.

Step 3

If the grievance is still unresolved, either party may, within thirty (30) working days after the Step 2 disposition, and by written notice to the other party, request arbitration.

Within ten (10) working days after such notice to arbitrate, the Association and the Employer shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration within the next five (5) working days. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator so selected will hear the matter promptly and will issue their decision no later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth their findings of facts, reasoning, and conclusions on the issues submitted.

The arbitrator shall have no authority except to pass upon alleged violations of the provisions of this Agreement and to determine disputes involving the application or interpretation of such provisions. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement, nor shall the arbitrator render any decision which would require an action in violation of the Michigan School Law.

The costs of the arbitrator's services, including expenses, if any, shall be borne equally by the parties. Employees participating in an arbitration hearing shall not be paid wages for any time they are absent from their duties.

D. The time limits set forth above in Steps 1 through 3 may be extended, in writing, for good cause show or by mutual consent of the parties. Time limits set forth herein or agreed upon shall be considered as substantive, and failure to conform to them shall mean default by the party failing to conform.

ARTICLE IV
DISCHARGE AND DISCIPLINE

A. No employee shall be discharged, disciplined, demoted, suspended, and/or reduced in compensation without just cause. The Board agrees that should an employee be discharged, suspended, or given a written reprimand, it will promptly notify, in writing, the Association President of such action.

When an employee has reasonable grounds to believe that an interview with an administrator is an investigatory interview in which the risk of discipline reasonably exists, the employee may request that an Association representative be present as a witness for the employee.

B. Appeal of a discharge or discipline action will be made through the grievance procedure, beginning at Step 1.

C. This provision is not applicable to an employee during the probationary period.

ARTICLE V
SENIORITY, LAYOFFS AND TRANSFERS

A. Seniority shall be defined as length of service in the bargaining unit and shall be calculated from the date on which the employee first assumes their duties. Probationary employees become seniority employees at the completion of their probationary period and, if laid off, will have recall rights for four (4) years. Seniority will not accrue for the time spent on layoff.

B. Seniority shall be severed if:

1. The employee quits or retires.

2. The employee is discharged and the discharge is not reversed through the grievance procedure.

3. The employee is absent without notice with good cause for three (3) consecutive work days.

4. If the employee is on layoff for a period of three (3) years.

C. The employer will provide the Association a seniority list within two (2) weeks after the effective date of this Agreement and annually thereafter during the term of this Agreement. The list shall contain each employee's name, seniority date, and classification. Any additions or changes during the year shall be furnished to the Association by the employer upon written request. Seniority shall not be affected by sex (including sexual orientation and transgender identity), race, color, religion, age, marital or family status, national origin, weight, height, military status, ancestry, genetic information or any other legally protected category, (collectively, "Protected Classes").

D. Probationary Period:

1. The probationary period for paraeducators shall be a period of six (6) months from the date of hire. The time frame does not count breaks or holidays.

2. If the employee is continued in employment beyond the probationary period, seniority shall be established from the date of hire. In the event of a probationary employee's layoff, the employee shall have recall rights for a period equal to their employment in the unit.

3. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment. Probationary employees may be summarily discharged, except as otherwise provided by law, and such discharge is final and not subject to the grievance procedure.

4. Benefits shall accumulate as of date of hire and may be used as accumulated. Sick leave accrual and holiday benefits shall begin as of the first day worked. All insurance benefits shall become effective the first day of the month following the twentieth (20^{th}) workday.

E. Displacements and Layoffs:

1. Should it be necessary to reduce positions, the employer will, to the extent possible, retain higher seniority employees over probationary and lower seniority employees. The association will be notified and given the opportunity to meet with the employer to discuss the issues. When necessary, any ties in seniority shall be broken by lottery. Once broken, the seniority order will be permanent. The procedure to reduce positions will be as follows:

    a. Employer will determine positions to be eliminated.

    b. One-on-one positions are excluded from being chosen in the displacement process.

    c. Employees holding eliminated positions will be considered displaced or laid off based on seniority.

        i. E.g., If there are four (4) AI paraeducators at WBHS, and if one of the positions is eliminated, the displaced employee will be the least senior of the four (4) employees.

        ii. E.g., If there are two (2) CI paraeducators at Sheiko, and one of those positions is eliminated, the displaced employee will be the least senior of the two (2). If that employee is the least senior paraeducator in the district they will be considered laid off.

    d. If the number of displaced employees is equal to or less than the number of vacant positions, displaced employees will select from the available vacant positions based on seniority.

    e. If the number of displaced employees is greater than the number of vacant positions, the pool of available positions will include both vacant positions and those held by the least senior employees. Those less senior employees will be notified of layoff, but may go through the process below.

        i. Definition of Levels:

            a. Level 1: Full time thirty to forty (30-40) hours per week.

            b. Level 2: Part time nineteen (19) hours to less than thirty (30) hours per week.

            c. Level 3: Part time less than nineteen (19) hours per week.

        ii. If displaced, employee is a Level 1.

            a. Must select from the Level 1 positions available that they are qualified for.

b. If no Level I positions are available.

i. Select from the Level 2 or 3 position closest in hours held by a less senior employee.

ii. Select voluntary layoff.

iii. If displaced, employee is a Level 2.

a. Must select from the Level 2 positions available that they are qualified for.

b. If no Level 2 positions are available.

i. Select from the Level 3 position closest in hours held by a less senior employee.

ii. Select voluntary layoff.

iv. If displaced, employee is a Level 3.

a. Must select from the Level 3 positions available that they are qualified for.

b. If no Level 3 positions are available will be considered laid off.

f. Employees to be displaced or laid off will be given at least twenty (20) working days notice of displacement or layoff. Copies of displacement and layoff notices will be sent to the local Association president on the same day as the notices are issued to the employees.

g. After all bumping and placement has been completed, employees may agree to switch positions subject to the approval of the building principal, the Human Resources Administrator, and the Association.

h. The decision of the employer as to the necessity of displacements and layoffs is final and not subject to the grievance procedure if the above procedure is followed.

F. Recalls:

1. Definition of Levels:

a. Level 1: Full time thirty to forty (30-40) hours per week.

b. Level 2: Part time nineteen (19) hours to less than thirty (30) hours per week.

c. Level 3: Part time less than nineteen (19) hours per week.

2. Recalls will be in reverse order; that is a senior laid off employee will be given priority of work over a less senior laid off employee subject to the ability of the senior employee to do the work. No new employees will be hired while there are laid off employees in the same Level subject to the ability to do the work.

3. An employee may refuse recall to a position in a lower level and still remain on the recall list.

4. Laid off members will not waive their recall rights by not applying for vacancies. If not filled, vacancies will be subject to the recall provisions.

5. Notice of recall shall be sent to the employee at the last known address, as shown on the employer's records, by registered or certified mail. If an employee fails to report for work within ten (10) working days from the date of mailing the notice of recall, the employee shall be considered as having resigned.

6. Each employee is responsible for keeping the employer advised in writing of any change of address and will not be excused for failure to report to work on recall if the employee fails to receive a recall notice because of their own failure to advise the employer in writing of a change of address.

7. The decision of the employer as to the necessity of recalls is final and not subject to the grievance procedure if the above procedure is followed.

G. Transfers:

1. Voluntary Transfer

    a. A voluntary transfer shall be defined as a movement within the same or lower classification within the bargaining unit which is vacant.

2. Involuntary Transfer

    a. An involuntary transfer shall be defined as a movement within the same classification and hours. An involuntary transfer can be due to one of the following reasons:

        i. Transfer due to a building closure.

        ii. Transfer due to a program being moved to another location.

        iii. Transfer due to a split with a second location.

        iv. District need.

    b. When/if this type of change is deemed necessary, the Human Resources Administrator will consult with the Association president to discuss and provide

rationale for this action. The employee cannot be moved into a position with fewer hours than they are currently working.

c. The employer may make all transfers of employees which it deems necessary, provided:

i. The employer shall solicit volunteers for the transfer. If there is more than one volunteer, the most senior employee shall be moved. If there are no volunteers, the lower senior employee shall be moved.

ii. Reasons for transfer in writing are given if requested by the employee(s) involved.

iii. Written notice of transfer is given to the employee(s) affected.

iv. Opportunity to meet with the Human Resources Administrator to discuss the transfer.

d. The District and the Association may agree to make a transfer which it deems necessary based on the resolution of a complaint.

i. Reasons for transfer in writing are given, if requested, by the employee(s) involved.

ii. Written notice of transfer is given to the employee(s) affected.

iii. Opportunity to meet with the Human Resources Administrator to discuss the transfer.

3. Decisions of the employer on transfers are final and not subject to the grievance procedure if the above procedure is followed unless the transfer is due to a complaint.

H. Postings of Jobs:

1. Any positions which become vacant will first be posted internally (to include current and laid off members). New postings or positions vacated will be posted by category. All employees in the bargaining unit will be notified of all jobs by posting for at least five (5) work days. Such posting shall contain job title/category, classification, building and pertinent information relating to the position. Postings will be distributed to the designated Association representative in each building and all building principals. The President or designee will be emailed a copy of the posting as soon as it is available.

2. Employees interested shall apply within the five (5) work day period through the application process listed on the posting. The hiring process for open positions and selection is based on the job description and interview. An application to a position included in the bargaining unit shall be awarded to the individual best qualified as determined by the employer. In case the choice rests between two (2) or more employees who have equal qualifications, seniority shall govern the selection. Applicants who do not possess the skills, education or experience on the job posting will not be

granted an interview for the position. All applicants will be notified of the decision regarding the appointment.

3. If additional hours are added in a program, department or building, the hours shall be added in seniority order to the employees who work under six (6) hours per day (excluding ESL paraeducators) so as to bring them up to six (6) hours per day. If additional hours result in an increase of more than one (1) hour and over seven (7) hours per day, then the excess time will be posted.

4. The position must be filled within ten (10) work days of the end of the posting period. This may only be altered by mutual agreement by the Association and the District.

5. Summer positions will be posted to all paraeducators. All qualified applicants will be granted an interview. If all qualifications between two (2) or more employees are equal, seniority shall govern the selection.

6. A "one-on-one" paraeducator is defined as a paraeducator who is assigned based on a student's IEP, Section 504 Plan, or medical plan. The District will provide necessary training to assist with the student's needs. All one-on-one schedules will be submitted to Special Services within one week of placement.

   When the student is temporarily absent, the paraeducator may be reassigned by the administrator based on the needs of the building. If the student absence is six (6) days, or longer, the Human Resources Administrator will determine the reassignment based on the needs of the district. If the student leaves permanently, the paraeducator is subject to the displacement process.

   If a one-on-one vacancy occurs during the displacement process, paraeducators wishing to choose the position must meet the qualifications for that position.

   Should it be determined by the paraeducator or the District that the paraeducator can no longer perform the duties needed as a one-on-one paraeducator, the paraeducator will be involuntarily transferred.

ARTICLE VI
WORKING HOURS

A. Hours of work shall be determined by the employer. Employees whose hours are cut prior to or during the school year by more than one (1) hour or by loss of insurance shall be able to use their seniority to bump another employee with more hours if they so choose, subject to the limitations of Article VI of the layoff provisions.

B. Unless notified to the contrary, paraeducators will be assigned to the same building and same number of hours as were assigned in the previous school year. Any change in assignment or hours will be communicated to the paraeducator at least five (5) days prior to the beginning of the school year.

C. All District paraeducators will work according to the student calendar plus one (1) day of classroom/building work and one (1) day of professional development as scheduled by the employer.

Paraeducators may work up to thirteen-and-one-half (13.5) additional hours as mutually agreed by the paraeducator and the Principal or the Director of Student Support Services. Additional hours may be approved by the Principal or the Director of Student Support Services.

All paraeducators are required to attend and maintain nonviolent crisis intervention training/CPI training and have Capturing Kids Hearts training.

The Office of Human Resources will survey paraeducators at the end of each school year for planning purposes for the following year's professional development. On professional development days, principals, to the extent possible, will not schedule other activities for the paraeducator which conflict with the professional development. Paraeducators will be invited to attend appropriate professional development activities and will be paid at their regular rate of pay for attending. Any additional training that is offered or approved by the supervisor must be completed outside of the student day unless otherwise indicated in this article. Paraeducators will be paid at their regular rate of pay for hours worked outside school days for training. Communication regarding professional development activities will come from the person(s) or department responsible for scheduling the professional development. The paraeducators will be notified directly with notice to the Association.

Newly hired paraeducators will receive training for their position before their first day of work with students. If a paraeducator is hired after the beginning of the school year, the paraeducator will be scheduled to attend the next available training session, which will be in addition to other training and scheduled at least quarterly.

D. Any paraeducator who is required to attend parent-teacher conferences will be compensated for the time at their hourly rate (or overtime rate if such hours bring their total work week to over forty [40] hours).

E. Full time employees shall be scheduled a ten (10) minute break in the morning and a ten (10) minute break in the afternoon. If the employee is not able to take their scheduled break(s), the break time will be rescheduled. Part time employees who work more than four (4) hours shall be scheduled one (1) ten (10) minute break. It shall not be feasible to leave an assignment with children for break purposes.

F. Employees shall be scheduled for a thirty (30) minute unpaid duty-free lunch period if they work more than four (4) hours per day. Should an employee be called to duty during a lunch period, they will be allowed to complete the remaining time of their lunch period immediately following the interruption.

G. Overtime will be paid at the rate of time-and-one-half (1-1/2) for work, including attendance at required classes, over forty (40) hours per week. Paraeducators will be paid at double time for work on Sundays.

H. The Board will provide substitutes for employees when an employee's absence from work will be for ten(10) or more consecutive work days. A substitute will be placed as soon as the employer is notified that the absence will justify a substitute and providing a suitable substitute is available.

I. Paraeducators work under the direction of administrators or classroom teachers. When a qualified paraeducator substitutes for a regularly-assigned teacher as a result of the unavailability of a substitute teacher, the paraeducator shall receive their regular rate of pay plus twelve ($12) dollars per hour. The paraeducator shall be released from all their paraeducator duties for that time which the paraeducator substitutes for a teacher. If the paraeducator does additional work beyond that normally performed by a substitute teacher (i.e. cafeteria duty, recess, etc.), the paraeducator shall be paid at their regular paraeducator rate for one (1) hour.

Substitute teacher pay shall begin after one (1) hour or a full class period, whichever is shorter, and will be retroactive to the beginning of the substituting. If a paraeducator is subbing for the entire day, they shall follow the teacher's schedule and shall not be required to do additional paraeducator duties.

When a paraeducator substitutes for a secretary for one-half (1/2) day or more, the paraeducator shall receive either their regular rate of pay or the substitute secretary pay, whichever is higher, and be relieved from all paraeducator duties for the day or portion thereof except the paraeducator may handle cafeteria duty and/or playground duty.

J. A paraeducator substituting in another paraeducator position at a higher classification shall be paid at the higher rate for the time worked in that position.

If a posted paraeducator vacancy in a self-contained classroom that is assigned two (2) paraeducators remains unfilled after thirty (30) calendar days, the remaining paraeducator shall be paid an additional One Dollar and Fifty Cents ($1.50) per hour until the vacancy is filled. If a posted paraeducator vacancy in a self-contained classroom that is assigned three (3) or more paraeducators remains unfilled after thirty (30) calendar days, each remaining paraeducator shall be paid an additional Fifty Cents ($0.50) per hour until the vacancy is filled.

K. Each paraeducator designated as the computer paraeducator and each Title I Tutor or Vision and Hearing Impaired paraeducator assigned to work at least thirty (30) hours per week shall be provided one (1) hour per week in addition to the normal schedule for the purposes of doing additional prep work, i.e., brailing. If there is no additional work to be completed, the work would be assigned by the building principal.

When paraeducators are required to prepare or adapt materials for student use, attempts will be made to schedule the time during the workday. If this is not possible, the building principal or designee may authorize additional time for such purpose.

L. The paraeducator's assigned duties will align with their classification/job description to the fullest extent possible.

M. Required Medicaid billing paperwork will be completed during regular work hours.

ARTICLE VII
MEDICAL TECH ASSIGNMENTS

A. Paraeducators with a medical tech assignment will receive an additional One Dollar and Fifty Cents ($1.50) per hour for medical tech duties.

B. Medical techs perform duties such as catheterization, suctioning of tracheostomies, or other medical procedures requiring specific training.

C. The posting for the medical tech shall be in accordance with Article V, Section H.1. Information regarding specific job duties shall be provided to interested potential applicants during the posting period. Paraeducators who apply for the medical tech position, will replace a portion of their duties with the assigned medical tech duties. The assigned medical tech duties will be based on the time needed to perform the medical duties in the building. The time allocated to medical tech duties will be listed on the job posting. If there is a need for a full or part time, separate position, it shall be posted as a one-on-one paraeducator.

D. The Board shall provide all training necessary to perform the specific medical tech procedures, which shall be renewed on a yearly basis. Such training will be given by a qualified healthcare professional. The paraeducator shall be paid at their regular hourly rate for all time spent in training. An adequate number of paraeducators in each building, where it is required, shall be trained to ensure coverage when the medical tech or back up is not available or absent. The amount of employees trained in each building shall be determined by the Director of Student Support Services.

E. The normal duties of a medical tech shall be determined by the needs of the student(s). If the medical tech duties for the child(ren) or the building are reduced or moved, the paraeducator in that assignment shall retain the hours previous to accepting the duties and retain the previous classification.

F. If the medical tech volunteers to provide a medical procedure for an additional student, the medical tech will receive additional pay, determined by the needs of the child.

The Board shall provide all training necessary to perform the specific medical tech procedures, which shall be renewed on a yearly basis.

- Such training will be given by a qualified healthcare professional.
- The paraeducator shall be paid at their regular hourly rate for all time spent in training.
- An adequate number of paraeducators in each building, where it is required, shall be trained to ensure coverage when the medical tech or back-up is not available or absent.
- The Special Services office will coordinate with the buildings to create a training calendar in which the medical tech, back-up medical tech, and other related staff are trained. The training will occur prior to the start of school, whenever possible, and prioritizing those buildings with elevated needs.

- Prior to the training, the list of students who have medical needs requiring medical tech services will be provided to the trainer.

G. If there are no applicants for the medical tech duties, paraeducators may be assigned the duties, subject to the following:

- Each medical tech situation will be evaluated, posted and considered separately.

- If there is more than one applicant, the most senior applicant will be chosen for the position.

- The administration will consider all possible options including, but not limited to, flexible scheduling, job trading, job sharing, etc.

- If the administration determines that no one within the bargaining unit is qualified, or no one applies from within the unit or schedules are unfeasible, then the administration will attempt to fill the position with a current employee. Such assignments will be made within the building to the lowest senior paraeducator in Classification 45.

- If the least senior employee in the building is assigned as a one-on-one paraeducator, the employee cannot be assigned the medical tech duties. However, a one-on-one paraeducator will be responsible for all medical procedures for the assigned student.

H. The currently employed paraeducator who assumes medical tech duties (either voluntarily or involuntarily) shall be paid at the medical tech pay rate for all hours worked as a medical tech. A one-on-one paraeducator, when assigned to a student for medical reasons, will receive the additional One Dollar and Fifty Cents ($1.50) per hour for all hours worked with that assigned student. The hours assigned to a paraeducator as a medical tech will be increments of one (1) hour per day based on the time required to perform the assigned medical procedures, and will be adjusted accordingly.

I. If a paraeducator serves as a medical back-up person and the initial provider is absent, the employee will be compensated at the medical tech rate for hours assigned to the absent medical tech.

J. When a medical tech is absent and a currently employed paraeducator is the back-up, the Board will hire a substitute for the paraeducator back-up from the first day of absence.

K. All paraeducators acting as back-up (voluntary or involuntary) for the medical tech procedure will be trained as outlined in C. above. All paraeducators acting as a medical tech will have a witness for all procedures.

L. A paraeducator who is assigned time as a medical tech will have those hour(s) included during the displacement/layoff process. The time as a medical tech will be counted into the regular hours in their main assignment. For example:

- Five (5) hour special education/one (1) hour medical tech paraeducator

- For displacement/layoff: considered as a six (6) hour special education paraeducator

ARTICLE VIII
MENTORING PROGRAM

A. The Association and the District will collaborate to maintain a Paraeducator Mentoring Program. The purpose of the Mentoring Program is to provide paraeducators a peer who can offer assistance, guidance, resources and information in a non-threatening, collegial fashion. The following conditions shall apply to the Mentoring Program:

1. Each paraeducator in their first two (2) years in the classroom shall be provided with a mentor.

2. All mentors in this program shall be paraeducators that agree to serve and support mentee(s). A mentor may be assigned a mentee that is in a different building.

3. Mentors will be selected by building administration and Student Support Services. All mentoring assignments shall be made each year by the building administration and Student Support Services (special education).

4. There will be one mentor per building unless there is not a need for a mentor in a building.

5. All mentor paraeducators shall be provided with training in the mentoring program process by the Student Support Services (special education) department with support of the building administration. Paraeducator mentors will be paid at their regular rate of pay for hours worked outside the school day for mentoring and training.

6. Because the purpose of the mentoring program is to provide a peer who can offer assistance, guidance, resources and information in a non-threatening collegial fashion, it is understood that this mentor mentee relationship shall be confidential and shall not be considered part of, or in any way connected to the evaluation process of either the mentor or the mentee.

7. Building mentor paraeducators shall be provided with a stipend of One Hundred Dollars ($100) per mentee paid out annually.

8. Mentoring time with mentee will be built into District professional development time.

9. Mentors will be required to attend the Capturing Kids Hearts training prior to the start of school and are responsible for Capturing Kids Hearts guidance to mentees.

B. The Association and the District will utilize a mentoring manual to establish the expectations of the program.

ARTICLE IX
INCLEMENT WEATHER AND BUILDING FAILURE

A. When students are dismissed because of building failures, paraeducators will be permitted to leave once all students have left the building or the remaining students are placed in a secure supervised setting.

   Paraeducators shall not be required to report back until students are required to report. Make up of such days will be governed by Section B of this article.

B. Scheduled days of work that are cancelled because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, township or state health authorities, may be rescheduled by the school district.

   Paraeducators shall not report on these days and shall not be paid after the sixth cancelled day. If the district decides that the days be made up, paraeducators will be expected to work and will be paid for such make-up days. If the state decides that the days will not be made up, paraeducators will be paid for those days.

ARTICLE X
MISCELLANEOUS

A. No paraeducator shall be expected or required to transport students to or from school in their private car.

B. It is recognized that several cooperative work-study programs in the schools are a valuable and necessary experience to the educational welfare of our students and that the hiring of temporary employees referred to as students in no way interferes or conflicts with the duties or privileges of employees. It is understood that the provisions of this Agreement entered into between the parties do not apply to these temporary student employees.

C. A substitute is someone filling a present position for a current bargaining unit member. A substitute may only be employed for a specific period of time and in no event for more than one (1) school year. Substitutes will not be members of the bargaining unit and will not be covered by this Agreement.

D. When the Board makes application for any state or federally subsidized program, the Association will cooperate in the application and operation of the program. All such employees who would do bargaining unit work shall become part of the bargaining unit.

E. Any employee who enters into active service of the Armed Forces of the United States, upon the termination of such honorable service, shall be offered reemployment in their previous position or a position of like seniority, status and pay, unless the circumstances have changed as to make it impossible or totally unreasonable to do so.

F. Employees required in the course of their work to drive personal automobiles from one building to another or on other approved school business shall receive a car mileage allowance at the established annual IRS rate. Reimbursement shall be requested on no more than a

once-per-month basis and shall be requested by June 30 for reimbursement from the previous year.

G. When a new job is placed in a unit and cannot be properly placed in an existing classification, the Board will establish a classification and rate structure to apply. In the event the Association does not agree that the rate is proper for the description, the Association shall have the right to negotiate the rate as provided under Act 379, as amended.

H. Employees shall be notified of summer employment opportunities within the district through a general posting and be given consideration for such employment. The Board's decision on summer employment will be final and non-grievable.

I. The Board shall provide a total of forty-five (45) hours paid leave per year to be used by the Association for Association business. The President of the Association shall notify the Office of Human Resources and the affected principal(s) at least two (2) school days in advance. In emergency situations, leave time may be granted on shorter notice.

J. The District, in coordination with the Association, will develop professional development for the paraeducator staff through the Office of Human Resources. A committee will be formed which will include members of the paraeducators' unit to help generate ideas for the type of professional development to be provided within the district. Such professional development may be for all paraeducators or for certain groups of paraeducators (i.e. media technicians, security paraeducators or individuals). Non-violent crisis intervention training (CPI) is required and will be made available to all special education paraeducators yearly. Paraeducators who are not required to participate in the non-violent crisis intervention training may attend the training but will not be compensated.

K. Except in cases of emergency, there shall be no fewer than two (2) adults scheduled for bus duty/pickup line at a time. Bus duty will be assigned on a voluntary basis. If there are not volunteers, the least senior paraeducator in the building will be assigned, provided their normal duties allow them to be assigned. Bus duty is paid at the paraeducator's normal hourly pay rate. Time spent on bus duty is not considered part of the normal hours for purposes of layoff and recall.

   At least one (1) paraeducator will be provided with an electronic communication device (cellular phone, phone, walkie talkie, etc.) and a safety vest whenever they are supervising students during bus duty. The principal will designate a staff member to receive walkie talkie calls from paraeducators during bus duty.

L. Temporary positions (those positions created for a period of sixty [60] calendar days or less) are not considered part of the bargaining unit and employees in these positions are not entitled to seniority, sick leave or other benefits. Any position continuing for more than sixty (60) calendar days shall be considered a bargaining unit position and will be posted unless, due to unusual circumstances, both parties mutually agree to extend the temporary position. If the district has temporary grant funded position(s) (state or local) for nine (9) months or less, the position will not be considered part of the bargaining unit. If the position/funding is extended past nine (9) months, it will be considered part of the bargaining unit.

M. The following provisions shall be applied to all requests for information regarding a bargaining unit member under the Freedom of Information Act (FOIA):

1. All requests must be made in, or reduced to, writing and forwarded to the Office of Human Resources and include the name, address and phone number of the person making the request. Should the request be made by an organization, it must include the name of the organization, address, phone number and a list of officers.

2. To be honored, all requests must identify the specific public record wanted.

3. Once a FOIA request is received by the Office of Human Resources, the involved bargaining unit member(s) and the Association President shall be notified immediately and provided with a copy of the FOIA request.

4. As soon as possible, the district will meet with the affected employee (and Association representatives if the employee requests such representation) to review the FOIA request and the document(s) requested.

5. The District shall notify the requesting party that timelines for disclosure will be extended for ten (10) additional workdays unless the meeting with the employee, reviewing of the file and preparation of disclosed material can be accomplished in five (5) workdays.

6. The District shall attempt to honor all exemptions regarding production of documents as identified in FOIA to the extent that they apply.

7. Disciplinary reports, letters of reprimand and other records of disciplinary action which are more than four (4) years old may not be released to third parties.

8. Records relating to unsubstantiated complaints against an employee and/or investigatory records into an employee's conduct, where disciplinary action is not taken, shall not be released to third parties.

9. On any document that may be released under a FOIA request, exempt material will be redacted if identified and if such action does not violate FOIA requirements.

N. In all cases when a paraeducator is required to toilet a child, including diapering, another adult must be present for the entire procedure.

O. Paraeducators who are assigned to work with a student who has identified special needs will be provided information regarding those special needs. In addition, the paraeducator will be provided access to the student's IEP information.

P. Paraeducators may elect to have Association dues and contributions to the Association's Political Action Committee (PAC) deducted directly from their pay. Payroll deductions for dues and PAC contributions will be governed by the following procedures.

1. Each paraeducator wishing to have Association dues or PAC contributions withheld from their pay must submit a signed authorization form to the Business Office.

2. The Association will provide the Business Office with the appropriate dues calculations to withhold from the paraeducator's pay. If the amount of a paraeducator's dues deduction changes during the school year, the Association will promptly provide the Business Office with the updated calculation and the change will be applied within ten (10) business days or as soon as practicable.

3. Payroll deductions for dues collection will be made in twenty (20) substantially equal installments beginning with the first pay in September. Payroll deductions for PAC contributions will be made in one lump sum payment or in substantially equal installments following the Association's PAC campaign.

4. The Business Office will process new requests for payroll deductions within fifteen (15) business days from receipt of the written request or as soon as practicable.

5. The District will discontinue a paraeducator's payroll deduction upon written notice from the paraeducator or the Association.

6. At each payroll cycle, the District will provide the Association with a report of employee names and the amount of dues/PAC contributions deducted from each of their pays.

Q. For any legal action against the District arising from its compliance with Article X, Section P, the Association will defend the District through legal counsel selected by the Association if the District:

1. Provides notice to the Association.

2. Does not object to the Association intervening as a party if it so desires.

3. Cooperates with the Association and its counsel in defending the action.

The Association has authority to compromise and settle any claim it defends pursuant to Article X, Section P.

In any action so defended, the Association will indemnify and hold harmless the Board and its agents from any liability and costs imposed by a final judgment of a court or administrative agency as a direct consequence of complying with Article X, Section P.

ARTICLE XI
INSURANCE

A. The Board shall provide the following plans to each paraeducator who works six (6) hours per day, five (5) days per week and ten (10) months per year. The District currently pays the state CAP amount for healthcare and the employee premium shall be adjusted based on insurance premiums and state CAP adjustments in January.

Both parties recognize that the District has the ability to change from the CAP to 80/20 and vice versa. In consideration of the staff and their financial planning, the District will give notice to the Association of any changes in a timely manner and agrees not to make this change more than once per benefit year. The District will pre-fund the HSA for employees in the amount of One Thousand Dollars ($1,000) for single coverage and Two Thousand Dollars ($2,000) for two-person and full family coverage on a yearly basis.

MESSA OPTION 1

Choices	$1,000/$2,000 Deductible $20 Office Visit Rider 5 Tier Rx Plan
Delta Dental	80/80/80/60 or 50/50/50/50: $3,000 Yearly Maximum on Class I, II, III $3,000 Lifetime Maximum on Class IV
Negotiated Life	$30,000 with Accidental Death and Dismemberment
Vision	VSP Gold 3
Long-Term Disability	50% Maximum Benefit $5,000 Maximum Monthly Salary $10,000 120 calendar day straight wait Alcohol/Drug - 2 years Mental/Nervous - 2 years

MESSA OPTION 2

Choices	$1,000/$2,000 Deductible 20% coinsurance 5 Tier Rx Plan
Delta Dental	80/80/80/60 or 50/50/50/50: $3,000 Yearly Maximum on Class I, II, III $3,000 Lifetime Maximum on Class IV
Negotiated Life	$30,000 with Accidental Death and Dismemberment
Vision	VSP Gold 3
Long-Term Disability	50% Maximum Benefit $5,000 Maximum Monthly Salary $10,000 120 calendar day straight wait Alcohol/Drug - 2 years Mental/Nervous - 2 years

MESSA OPTION 3

ABC Plan 2	$2,000/$4,000 Deductible 5 Tier Rx Plan
Delta Dental	80/80/80/60 or 50/50/50/50: $3,000 Yearly Maximum on Class I, II, III

	$3,000 Lifetime Maximum on Class IV
Negotiated Life	$30,000 with Accidental Death and Dismemberment
Vision	VSP Gold 3
Long-Term Disability	50% Maximum Benefit $5,000 Maximum Monthly Salary $10,000 120 calendar day straight wait Alcohol/Drug - 2 years Mental/Nervous - 2 years

MESSA OPTION 4

Essentials	$375/$750 Deductible 20% Coinsurance 5 Tier Rx Plan
Delta Dental	80/80/80/60 or 50/50/50/50: $3,000 Yearly Maximum on Class I, II, III $3,000 Lifetime Maximum on Class IV
Negotiated Life	$30,000 with Accidental Death and Dismemberment
Vision	VSP Gold 3
Long-Term Disability	50% Maximum Benefit $5,000 Maximum Monthly Salary $10,000 120 calendar day straight wait Alcohol/Drug - 2 years Mental/Nervous - 2 years

MESSA OPTION 5 (for employees not electing health insurance coverage)

Delta Dental	80/80/80/60 or 50/50/50/50: $3,000 Yearly Maximum on Class I, II, III $3,000 Lifetime Maximum on Class IV
Negotiated Life	$30,000 with Accidental Death and Dismemberment
Vision	VSP Gold 3
Long-Term Disability	50% Maximum Benefit $5,000 Maximum Monthly Salary $10,000 120 calendar day straight wait Alcohol/Drug - 2 years

Mental/Nervous - 2 years

Additional Salary — See Chart Below
(Based on numbers at Open Enrollment)

Levels	Number of employees taking cash-in-lieu	Cash-in-lieu full family	Cash-in-lieu two person	Cash-in-lieu one person (not included in participation numbers to the left)
1	0-18	$300 per mo	$300 per mo	$300 per mo
2	19-28	$500 per mo	$400 per mo	$300 per mo
3	29-54	$750 per mo	$500 per mo	$300 per mo
4	55+	$1,000 per mo	$600 per mo	$300 per mo

B. For paraeducators working nineteen (19) to twenty-nine (29) hours per week, the insurance coverage will be:

1. Board-paid life insurance plan of Thirty Thousand Dollars ($30,000) including accidental death/dismemberment and the accelerated Death Benefit rider.

2. The Board shall provide one-half (1/2) the full premium for a MESSA Option health plan coverage for those paraeducators who elect such coverage.

3. The Board shall provide one-half (1/2) the full premium for Delta Dental plan coverage as described above for those paraeducators who elect such coverage.

4. The Board shall provide one-half (1/2) the full premium for VSP Gold 3 vision plan coverage for those paraeducators who elect such coverage.

5. If the paraeducator does not elect health insurance coverage, the Board shall provide additional salary in the amount of one-half (1/2) that which a full-time employee receives.

C. There shall be no double coverage on health insurance; however, dental and vision insurance shall have both internal and external coordination of benefits.

D. The provisions of the group policies purchased by the Board and the rules and regulations of the Section 125 Plan Document developed by the Board will govern as to the commencement and duration of benefits and all other aspects of the coverage. Any complaint arising from the specific provisions of any insurance carrier's policies, assuming the policies comply with all state and federal laws and the negotiated specifications of this agreement, shall not be subject to the grievance procedure.

It is the responsibility of the employee to make an application for any insurance benefits and to keep all such records current.

E. Paraeducators may participate in district approved tax-deferred annuities or custodial accounts on the basis of voluntary salary deduction.

The decision to participate with any company is the employee's alone and neither the employer nor union shall be liable for monies invested.

F. Employees who are laid off shall have health insurance benefits provided for a thirty (30) day period after the effective date of the layoff.

An employee must be working or on paid leave of absence to be eligible for the insurance plans described in this contract. The Board will provide coverage through the end of the month for employees on unpaid leave.

G. A Dependent Care Program option will be made available to bargaining unit members. Bargaining unit members may enroll in the plan during the month of November for the next tax year.

The plan shall be handled through Consolidated Financial, Inc. The Board may choose to change the carrier of this plan, but shall not do so without providing the Association at least sixty (60) days notice of any change.

An Uninsured Health Care Program option will be made available to bargaining unit members. Bargaining unit members may enroll in the plan during the month of November for the next tax year. The plan shall be handled through Consolidated Financial, Inc. The Board may choose to change the carrier of this plan, but shall not do so without providing the Association at least sixty (60) days notice of any change.

ARTICLE XII
PAID LEAVES

A. Sick Leaves:

Employees absent from duty as a result of personal illness or other reasons set forth in the article shall be allowed sick leave as follows:

1. All employees regularly scheduled to work shall accumulate .60 days per bi-weekly pay period. Employees that change from part time to full time, full time to part time or part time employees that change the number of hours worked, will have their accumulated sick days prorated.

2. These days shall be used exclusively for the purpose of employee illness or serious illness in the immediate family (father, mother, husband, wife, sister, brother, child or any dependent living in the same household).

3. The balance of those days not used during the current year shall be accumulated into a reserve bank. Sick leave days in the bank shall accumulate to a maximum of one hundred eighty days (180) days. Any accumulated sick leave beyond the one hundred eighty (180) days shall be held by the district for the Association's sick bank.

4. If, in the judgment of the Association, an emergency is created by the illness of one of its members, the unit may be allowed to donate up to twenty (20) days total to the employee who is ill. An employee requesting donations shall contact the Association president to arrange for donations. Such days will be paid out to the employee by deducting one day per employee donating and then rotating until all days are used. Donation of these days is strictly voluntary. The rate of pay to the ill employee will be that which the employee would normally be receiving were the employee able to be on the job. Employees must serve a five (5) day waiting period without pay prior to receiving any days. All accumulated leave time must be exhausted prior to asking for donations. Employees may only ask for donations one time per school year.

   If more sick days are needed after the exhaustion of personal leave and/or donated days, an application may be submitted to the Association Sick Bank. The Association Sick Bank and its utilization shall be governed by the WBP Sick Bank procedures.

5. Paraeducators may elect to convert up to two (2) sick leave days into personal days to be used on Election Day or a holiday when school is not in session for students. Notice of the intent to convert sick leave days into personal days for this purpose must be made in writing to the Office of Human Resources prior to the first student day of school each year.

6. In compliance with the Earned Sick Time Act (ESTA), all covered employees shall be entitled to use earned sick leave for qualifying ESTA reasons. ESTA leave shall run concurrently with paid sick leave provided under this Agreement and shall not be in addition to the paid leave already offered.

B. Personal Business:

   1. Annually, three (3) of the sick leave days accumulated above may be used for personal business. Absence must be approved by the immediate supervisor and by the Human Resources Administrator prior to the leave day being taken. Except in unusual circumstances, approval must be secured in advance. Ordinarily, personal business days will not be approved for the day before or the day after a vacation.

   2. Additional personal business days, up to a maximum of three (3) days, may be granted with approval as above. These days will be unpaid or may be made up with compensatory time upon prior approval.

C. Funeral Leave:

   In the event of a death of the employee's spouse, child(ren), son-in-law, daughter-in-law, father, mother, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, or person living in the same household, the employee such be granted funeral leave of up to five (5) days. Such leave shall not be deducted from the sick leave accumulated. In the event of a death of any other relative, the employee shall be granted funeral leave not to exceed three (3) days. Such leave shall not be deducted from the sick leave accumulation.

D. Worker's Compensation Leave:

Any employee on leave by reason of disability compensable under the Michigan Worker's Compensation Act will be paid as follows:

1. If the employee is absent by reason of such disability for less than two (2) weeks, the Board will pay the employee's regular salary during the first week, not chargeable to the employee's accumulated sick leave, and during the second week will pay the difference between the amount paid or payable pursuant to the Michigan Worker's Compensation Act and the employee's regular salary, not chargeable to the employee's accumulated sick leave.

2. If the employee is absent by reason of such disability for two (2) weeks or more, the Board will pay the difference between the amount paid or payable pursuant to the Michigan Worker's Compensation Act and the employee's regular salary, chargeable to the employee's accumulated sick leave pro rata.

3. The combined payments received by an employee hereunder shall not exceed the employee's regular salary for the period of disability and any amounts paid chargeable to sick leave shall not exceed the employee's accumulated sick leave time.

4. The Board and the Association agree that, should the rules regarding the payment/recording of worker's compensation benefits change, the contract provisions dealing with worker's compensation will be modified to comply with the law.

E. Maternity Leave:

Any employee who becomes pregnant may use their accumulated sick days for their period of confinement. The employee must report for work when their physician determines they are able to perform their duties if they do not request an unpaid leave.

F. Disability Leave:

Any employee who becomes temporarily disabled must notify, in writing, the Office of Human Resources and their immediate supervisor no later than seven (7) days after medical confirmation of such disability. If the employee is able to work, a physician's statement will be required setting forth the employee's well being and ability to perform all the employee's normal and regular job duties and functions. Before returning to work, the employee must be certified by their physician as ready and able to return to a full work assignment. If there is a difference of medical opinion regarding the disability, ability to work or ability to return to work, it shall be referred to a physician mutually agreeable to the parties for an opinion which shall be final and accepted by the parties and the employee involved. The fee of the physician selected by the parties shall be borne by the Board.

G. Jury Duty:

Employees who are summoned for jury duty examination and investigation must notify the Supervisor and the Office of Human Resources within twenty-four (24) hours of receipt of such notice. If such employee then reports for jury duty, the employee shall be paid the amount of wages such employee would have otherwise earned by working that day (see calendar) and the

daily jury fee paid by the Court (not including travel allowance or reimbursement of expenses) shall be signed over to the district. Such time spent on jury duty shall not be charged against their leave days.

H. Attendance Incentive:

Employees who have perfect attendance (no absences) from July 1 to June 30 shall receive attendance incentive pay of Two Hundred Twenty-Five Dollars ($225). Employees with no more than one (1) absence will receive an incentive of One Hundred Fifty Dollars ($150). Employees with no more than two (2) absences will receive an incentive of Seventy Five Dollars ($75). Payment will be prorated to the percentage of time the paraeducator works. All absences are cumulative and include time off without pay (00), illness (01), and personal business (02). Non-student report days that occur within the school year will not count against the attendance incentive unless professional development is scheduled. Employees must be hired no later than October 1 to be eligible for this incentive.

Employees with zero (0) absences in a semester receive a payment of Fifty Dollars ($50) to be paid on the first pay date after the semester ends.

ARTICLE XIII
UNPAID LEAVES

A. Personal, Professional:

Leave of absence, without pay, for good cause shown, may be granted for a period of one (1) year for personal or professional reasons. Neither experience nor salary credit will be granted for the leave, but accumulated sick leave days at the time of leaving will be maintained. Requests for unpaid leaves must be made no later than thirty (30) days prior to the beginning of the leave. Administration can approve unpaid leaves made less than the thirty (30) days prior to the leave date if circumstances exist to allow for the request.

B. Health Leave:

A leave of absence without pay shall be granted for a period of one (1) year for an employee unable to work for health reasons. A second (2nd) year of leave may be granted. Salary credit will not be granted for the leave, but accumulated sick leave days at the time of leaving will be maintained. Seniority will continue to accrue.

C. Military Leave:

A military leave of absence shall be granted to any employee who shall be inducted or shall enlist (for the term of one [1] enlistment only) for military duty in any branch of the Armed Forces of the United States. Upon return from such leave, an employee shall be placed at the same position on the salary schedule as the employee would have been had the employee been employed by the Board during such period. The period of said leave shall not exceed the period of one (1) enlistment if the employee enlists, or the period covered by the original induction orders if the employee is drafted.

D. Association Office Leave:

A leave of absence of up to two (2) years shall be granted to any employee upon application for the purpose of serving as an officer of the Association or on its staff. Upon return from such leave, such employee shall be placed at the same position on the salary schedule as when the employee left. Persons on this leave will receive no benefits except they will be allowed to retain sick leave already accumulated. This leave will be limited to not more than one (1) person in the bargaining unit.

E. Public Office Leave:

A leave of absence of up to two (2) years shall be granted to any employee upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, such employee shall be placed at the same position on the salary schedule as when the employee left. A person on this leave will receive no benefits except the employee will be allowed to retain sick leave already accumulated. This leave will be limited to not more than one (1) person in the bargaining unit. This leave will be for a minimum of one (1) semester and must commence at the beginning of a semester.

F. Upon termination of an unpaid leave of absence, the employee shall be reinstated to a position in their same classification, consistent with their seniority rights. Should the employee be unable to return to work due to lack of seniority or lack of vacancies, the employee shall be considered laid off.

G. Family and Medical Leave:

After a full year (at least 1250 hours) of employment, employees will be eligible to request an unpaid leave of up to twelve (12) weeks for the birth of a child, adoption of a child, foster care of a child, care of a child eighteen (18) years or younger, care for a spouse, child or parent if such relative has a serious health condition, or for their own serious illness. To be eligible for the leave, the employee must have been actively employed for one (1) full year prior to the commencement of the leave. The Board may require that the employee exhaust all paid leave entitlement as part of the mandated twelve (12) week leave period.

Application for leave under this provision shall be made by completing the district-provided application form at least thirty (30) days prior to the commencement of the leave. If it is not possible to complete the application form in advance of the leave, the form must be completed and signed within ten (10) days of the start of the leave. The form shall state (1) the reason for the leave; (2) relationship to the individual; (3) expected beginning and ending dates; (4) physician's verification; (5) agreement to reimburse the costs of medical premiums should the employee sever employment, subject to the exceptions as outlined in the Family and Medical Leave Act Rules and Regulations.

The Board may request medical verification or other information verifying the need for the leave. The commencement and duration of the leave may be dependent on the special leave rules set forth for academic institutions in the Family and Medical Leave Act as determined by the employer. Seniority shall continue to accrue during the leave. Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were at work. If the employee returns to work immediately following the twelve (12) weeks of leave, the

employee shall return to the same position or a position equivalent to the position held prior to the leave. If the leave continues for longer than twelve (12) weeks, the employee will return under the conditions stated in Section F of this article.

ARTICLE XIV
SEVERANCE PAY

A. Upon separation from the District and completion of five (5) years of employment, the employee shall be paid for a maximum of one hundred eighty (180) accumulated unused sick days.

   Upon separation from the District and completion of five (5) years of employment, employees shall be paid for all accumulated unused sick days at the rate of Twenty Dollars ($20) per day. Part time employees, less than six (6) hours will receive a pro-rated amount based on their hours.

B. Upon retirement from the school district and completion of five (5) years of employment, employees eligible for MPSERS benefits under the regular or early retirement plans (excluding deferred retirement and disability retirement) will be paid Sixty Dollars ($60) for each unused sick day up to a maximum of one hundred eighty (180) days. Part time employees, less than six (6) hours, will receive a pro-rated amount based on their hours. Such funds will be deposited by the District into one of the available retirement plans. The employee shall select the plan.

C. Upon separation from the unit and the employee continues employment with the district outside the paraeducator bargaining unit, the employee will receive the severance pay at the retirement rate of Sixty Dollars ($60) for each unused sick day up to a maximum of one hundred eighty (180) days. Part time employees, less than six (6) hours, will receive a pro-rated amount based on their hours. Such funds will be deposited by the District into one of the available retirement plans. The employee shall select the plan.

ARTICLE XV
HOLIDAYS/VACATION

A. Paid holidays will be granted to all employees as follows provided the employee works their scheduled hours, if any, on the working day previous to, and the working day following, the holiday. Paraeducators who provide documentation from a healthcare provider for an illness the day before or after the holiday receive the holiday pay, with a maximum of one (1) time per year.

Labor Day*
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Martin Luther King, Jr. Day
Good Friday
Memorial Day
Juneteenth National Independence Day**

Independence Day**

* (Recognized as a paid holiday provided the work year starts before Labor Day)
** (For regularly scheduled twelve month employees only)

If an additional holiday is afforded to the teachers and other negotiating groups within the District, this bargaining unit would have the holiday as well.

B. Holiday pay and vacation pay will be based on the employee's normal hourly rate and regular work day (not to exceed eight [8] hours) immediately prior to the holiday.

C. Employees shall earn vacation days in accordance with the following schedule:

Beginning of the second (2nd) year through the completion of the sixth (6th) year:	6
Beginning of the seventh (7th) year through the completion of the ninth (9th) year:	8
Beginning of the tenth (10th) year through the completion of the fourteenth (14th) year:	13
Beginning of the fifteenth (15th) year and beyond:	17

Each eligible paraeducator shall be placed on a vacation step. If an employee is hired prior to February 1, the employee will advance in step as of July 1 each year. If an employee is hired after February 1, the employee shall not advance in step until July 1 of the following year.

Vacation days will be taken on days when employees are not scheduled to work. Vacation days may be taken on days when students are not in attendance (excluding in-service days) with the supervisor's approval. Any days not used by the end of the year will be paid out prior to June 30. When an employee separates from the district vacation days will be pro-rated, which may result in a deduction of payout.

ARTICLE XVI
DISCOUNTS

A. Staff will receive a twenty-five percent (25%) discount on all community education programs excluding aquatics programs. If a staff member is teaching a community education class there will be no charge for the staff member's child(ren) to participate.

B. Staff and one (1) guest will receive free entry to all home athletic events (excludes playoffs) and all fine arts events.

C. Staff will receive one (1) twenty-five percent (25%) discount at Laker Landing per year.

D. Staff will receive a Fifty Dollar ($50) discount on a high school yearbook and a fifty percent (50%) discount on a middle school and elementary school yearbook.

E. Parking passes at the high school will cost Five Dollars ($5) for an employee's student.

F. Staff will receive eight (8) tickets to West Bloomfield High School's graduation when an immediate family member or a member of their household is graduating.

ARTICLE XVII
RIGHTS OF THE BOARD

A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself of all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the constitution and laws of the State of Michigan, including, but without limiting the generality of, the foregoing, the rights:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the condition for their continued employment, or for dismissal or demotion, and to promote and transfer all such employees.

3. To determine the hours of employment and the duties, responsibilities, and assignment of employees with respect thereto, and the terms and conditions of employment.

4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods, schedules and standards of operation and the institution of new and/or improved methods, but not in conflict with the provisions of this Agreement.

5. Determine the number and location or relocation of its facilities, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

6. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

7. Determine the financial policies, including all accounting procedure and all matters pertaining to public relations.

8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.

The above is not to be interpreted as abridging or conflicting with any specific provisions of this Agreement.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of the Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution of the State of Michigan.

ARTICLE XVIII
NO STRIKE/NO LOCKOUT

A. The Association will not authorize, sanction, condone, participate in or acquiesce in, nor will any member of the bargaining unit take part in, any strike as defined in Michigan Public Act 336 of 1947, as amended by Michigan Public Act 379 of 1965 (to-wit: "The concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment.").

B. No lockout of employees shall be instituted by the Board during the term of this Agreement.

ARTICLE XIX
WAIVER AND SUPPLEMENTAL AGREEMENTS

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XX
CONFORMITY TO LAW

This Agreement is subject, in all respects, to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the board, the Association, and employees in the bargaining unit, and in the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

ARTICLE XXI
WAGES

A. Wages for the duration of this Agreement will be as set forth in Schedule A attached hereto. All monies earned will be remitted by direct deposit only. Beginning July 1, 2026, regular salary payments will be issued twice monthly via direct deposit in accordance with the payroll schedule and the direct deposit guidelines.

B. Job classifications will be as set forth in Appendix A attached hereto.

C. Schedule A and Appendix A shall be incorporated into and made a part of this Agreement.

ARTICLE XXII
EVALUATION

A. The parties agree that the timely evaluation of the work performance of employees is a valuable and necessary activity for both the employee and employer. The purpose of evaluation is to provide information to the employee regarding job performance and employment status. The evaluation process must be done according to the following express procedure so as to assure the fairest and most beneficial evaluation of paraeducators.

B. Paraeducators shall be evaluated only by administrative personnel (principals, assistant principals or district administrative supervisors). For media techs, special education paraeducators, bilingual tutors and Title I tutors, the media consultant, special education teacher, District ESL Coordinator and Title I teacher may become directly involved in the evaluation process. This could include written anecdotal reports of activities in which the paraeducator participated and the effectiveness with which the paraeducator handled those activities. Whenever a paraeducator is noted to be performing unsatisfactorily in particular area(s), either by the teacher or evaluator, the paraeducator will be informed of these areas that need improvement within five (5) working days after the observation was noted or at a post-evaluation conference if the unsatisfactory performance was noted at an evaluation observation.

C. Probationary paraeducators shall be evaluated a minimum of twice during the probationary period, once during the first (1st) semester and once during the second (2nd) semester. In cases where the paraeducator is hired after the beginning of the school year, the first (1st) evaluation will be done within the first (1st) three (3) months of employment and the second (2nd) three (3) months of employment.

D. The parties agree that the evaluation of paraeducators will be based on observation of the paraeducator's work performance. Such observation may take place at any time during the paraeducator's scheduled work hours. However, whenever a paraeducator is observed and the work performance is not satisfactory, the administrator will bring this to the paraeducator's attention in writing within five (5) school days.

E. The administration shall hold an evaluation conference with each paraeducator prior to May 25 of each school year. The evaluation form Appendix B shall be completed and submitted at this conference.

F. Should the evaluator note any area needing improvement, the evaluator shall prepare and submit a plan of improvement to the paraeducator. The plan shall:

1. Identify specifically the areas that need improvement.

2. Provide the paraeducator with specific, appropriate recommendations for improvement which are measurable and observable.

3. Develop a fair and workable timeline for such improvement. The timeline shall include follow-up visit(s) to evaluate the area(s) of concern.

4. Provide definite positive assistance (during the school day) to implement the recommendations.

G. If the paraeducator does not agree with the evaluation, the paraeducator may submit a letter of dissent within ten (10) school days of the evaluation conference. In this event, such a letter shall be placed in the paraeducator's personnel file in the Office of Human Resources.

H. Any complaint lodged against a paraeducator judged by a supervisor to have substance shall be brought to the attention of the paraeducator within five (5) school days of receipt in a personal conference. Such complaints shall be put in writing along with the name(s) of the complainant(s), and any administrative action taken. The supervisor shall offer the paraeducator an opportunity to meet with the complainant.

The paraeducator may submit a written reply regarding the complaint and the same shall be attached to the file copy of the complaint. No complaint shall become a part of the evaluation or placed in any file unless it is serious in nature or regularly occurring.

I. In the event a non-probationary paraeducator is not recommended for continued employment, the administration shall advise the paraeducator by May 15 that their work is unsatisfactory and inform the paraeducator of the reasons thereof, said reasons to be consistent with the evaluation report (Schedule B) and this article.

J. The absence of an evaluation will mean the paraeducator has performed satisfactorily.

ARTICLE XXIII
DURATION

This Agreement shall be effective as of July 1, 2025, and shall continue in full force and effect until 11:59 p.m., June 30, 2027.

Either party may request that negotiations for the full collective bargaining agreement officially commence no later than April 1, 2027.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION:

Eric Whitney
Deputy Superintendent of Talent Development and Management

8/11/2025
Date

Dania H. Bazzi, PhD
Superintendent

8/11/2025
Date

Stacy Brickman
Board of Education President

8/11/2025
Date

WEST BLOOMFIELD PARAEDUCATOR ASSOCIATION, MEA/NEA:

Rose Grafmiller
WBPA President

8/11/25
Date

Kim Abel
MEA Representative

8/11/2025
Date

SCHEDULE A
WAGE SCHEDULE

2025-2026

STEP	45	46	47
1	$ 16.22	$ 16.40	$ 16.71
2	$ 16.73	$ 16.95	$ 17.28
3	$ 17.26	$ 17.48	$ 17.81
4	$ 17.80	$ 18.03	$ 18.38
5	$ 18.35	$ 18.61	$ 19.00
6	$ 18.93	$ 19.22	$ 19.63
7	$ 19.53	$ 19.86	$ 20.29
8	$ 20.15	$ 20.50	$ 20.93
9	$ 20.99	$ 21.47	$ 21.92
10	$ 22.49	$ 22.97	$23.42

Effective for the 2025-2026 school year:

- Step advancement as eligible on schedule.
- One Dollar ($1) added to Step 10 hourly wage on the salary schedule.
- The Parties will meet within thirty (30) calendar days of the adoption of an Oakland County Enhancement Millage for a salary reopener if the Enhancement Millage results in a net increase to the District's budget.

Paraeducators will receive the following longevity supplement for service as a paraeducator in the West Bloomfield School District:

- 10-11 Years of Service $200
- 12-15 Years of Service $250
- 16-20 Years of Service $350
- 21+ Years of Service $450

Longevity will be paid in one lump sum at the conclusion of the school year.

SCHEDULE A
WAGE SCHEDULE

2026-2027

STEP	45	46	47
1	$ 16.22	$ 16.40	$ 16.71
2	$ 16.73	$ 16.95	$ 17.28
3	$ 17.26	$ 17.48	$ 17.81
4	$ 17.80	$ 18.03	$ 18.38
5	$ 18.35	$ 18.61	$ 19.00
6	$ 18.93	$ 19.22	$ 19.63
7	$ 19.53	$ 19.86	$ 20.29
8	$ 20.15	$ 20.50	$ 20.93
9	$ 20.99	$ 21.47	$ 21.92
10	$ 22.99	$ 23.47	$23.92

Effective for the 2026-2027 school year:

- Step advancement as eligible on schedule.
- Fifty Cents ($0.50) added to Step 10 hourly wage on the salary schedule.
- The Parties will meet within (thirty) 30 calendar days of the adoption of an Oakland County Enhancement Millage for a salary reopener if the Enhancement Millage results in a net increase to the District's budget.

Paraeducators will receive the following longevity supplement for service as a paraeducator in the West Bloomfield School District:

- 10-11 Years of Service $200
- 12-15 Years of Service $250
- 16-20 Years of Service $350
- 21+ Years of Service $450

Longevity will be paid in one lump sum at the conclusion of the school year.

APPENDIX A
JOB CLASSIFICATIONS AND WAGE SCHEDULE PLACEMENT

A. All increments will be effective July 1. Any employee hired before February 1 of any given year will move up on the salary schedule for one (1) full step beginning September 1 of the following school year provided:

1. The employee has not been on a leave which does not allow accumulation of seniority.

2. The employee is not at the top step.

Any employee hired after February 1 of any given year shall remain on the same salary step for the following fiscal year (July 1 to June 30).

B. Upon review of the supervisor and approval of the Human Resources Administrator, any new employee may be given up to three (3) years' experience credit. Further, with the approval of the Superintendent, the new employee may be placed anywhere on the schedule provided that documentation of experience is available for inspection by the Association.

C. Paraeducator positions are identified by the following classifications:

Classification 45:
CTE Paraeducators
General School Paraeducators
Security Paraeducators
Resource Room Paraeducators

Classification 46: Special Education Paraeductors in:

- Adult Transition Program (ATP)
- Early Childhood Special Education Program (ECSE)
- Level Program
- Physically Impaired Program
- Program for Students with Autism Spectrum Disorder (ASD)
- Program for Students with Cognitive Impairment (CI)
- Program for Students with Emotional Impairment (EI)
- Self-Contained High School ASD and CI Program

Classification 47:
English Language Development (ELD) Program Paraeducators
Media Techs
Paraeducators for the Vision and Hearing Impaired
Title I Tutors

D. A paraeducator who holds an Associate's Degree or higher or who has earned sixty (60) or more college credit hours will be paid an additional Fifty Cents ($0.50) per hour. Official action on the salary change will only be made after the receipt of official transcripts, which must be ordered from the university and paid for by the paraeducator who is applying for the additional salary.

   In order to qualify for the increase in salary for the full school year, the paraeducator must submit official transcripts no later than October 1. In order to qualify for the increase in salary for one half (½) year, the paraeducator must submit official transcripts no later than February 1.

E. Paraeducators will receive a telephone stipend in the amount of Fifteen Dollars ($15) per month for ten (10) months.

APPENDIX B

PERFORMANCE EVALUATION - PARAEDUCATOR YEAR END APPRAISAL

Ratings:

Unsatisfactory - Staff member has not demonstrated adequate growth toward achieving WBSD standards during the period of performance.

Needs Improvement - Staff member has demonstrated growth but the level of achievement has not yet achieved WBSD standards during the period of performance.

Satisfactory - Staff member has demonstrated essential competence on identified WBSD standards during the period of performance.

Outstanding - Staff member has consistently and significantly exceeded ·competence on standards of WBSD performance during the period of performance.

Employee Name: _____

Building: _____ Job Title: _____

School Year: _____ Date of Evaluation: _____

1. Instructional Effectiveness

Domain 1	Unsatisfactory	Needs Improvement	Satisfactory	Outstanding
1a: Knowledge and Application of Instructional Methods	☐ Does not implement effective lessons, or use strategies that provide for multiple paths to learning.	☐ Lacks consistency but can implement unit, weekly, and daily lessons based on effective strategies and techniques. The paraeducator typically relies on just a few instructional strategies.	☐ Consistently implements unit, weekly, and daily lessons based on effective strategies and techniques. The paraeducator works effectively with small groups of students.	☐ In addition to District Standards, consistently demonstrates creativity and flexibility in the use of instructional strategies and techniques to provide high quality instruction. Can individualize instruction to a high degree regularly.
1b: Accommodates Student Academic and Cultural Diversity	☐ Does not adjust strategies to meet the varying learning styles of students from a wide variety of backgrounds and academic proficiencies.	☐ Inconsistently adjusts strategies.	☐ Consistently adjusts strategies to meet the varying learning styles of students from a wide variety of backgrounds and academic proficiencies.	☐ Creatively adjusts instructional strategies.
1c: Use of Technology as an Instructional Tool	☐ Does not integrate technology into the curriculum when appropriate or planned.	☐ Inconsistently uses technology even when part of a lesson plan.	☐ Consistently integrates technology as included in lesson plans.	☐ In addition to meeting District Standards, consistently integrates technology into instruction and searches for new ways to use these tools.

1d: Inclusion and Best Practices	☐ Has no understanding of inclusion as it relates to the students in various educational settings.	☐ Inconsistently implements best practices and strategies to facilitate inclusion of students with disabilities.	☐ Consistently implements best practices and practices to facilitate inclusion of students with disabilities.	☐ Can serve as a resource that models and encourages collaboration when including students in general education classrooms.
1e: Promoting Student Independence	☐ Is unable to use best practices and/or inclusive strategies that promote student independence.	☐ Inconsistently implements best practice and/or inclusive strategies which can promote student independence.	☐ Implements best practices and/or inclusive strategies which can promote student independence.	☐ Implements and encourages collaboration of educational team on promoting student independence.
COMMENTS LEADING TO RATINGS:				

2. Student Management and Climate

Domain 2	Unsatisfactory	Needs Improvement	Satisfactory	Outstanding
2a: Time Management	☐ Time is used inefficiently, transitions are handled ineffectively, and students are rarely engaged.	☐ Time is not always used efficiently, transitions are sometimes slow or ineffective , and periods of low student engagement exist.	☐ Time is used efficiently, transitions are handled effectively, and students are actively engaged.	☐ In addition to meeting the District Standards, students are encouraged to become self-responsible and peer responsible for effective use of time.
2b: Management of Student Behavior	☐ Standards for behavior are not clear and consistent. Student behavior interferes with student engagement, and the paraeducator lacks effective methods for dealing with disruptive or non-compliant students. Respect and are lacking and the paraeducator does not follow the school-wide expectations for discipline and behavior.	☐ Standards for behavior could be made more clear or consistent. Student behavior at times interferes with student engagement, and the paraeducator only has one or two methods and is not always effective in dealing with disruptive or non-compliant students. The paraeducator ensures dignity and respect is maintained at all times. The paraeducator follows the school-wide expectations for discipline and behavior.	☐ Standards for behavior are enforced clearly and concisely. Student behavior does not interfere with student engagement, and the paraeducator is skilled in managing disruptive or non-compliant students. The paraeducator ensures that the dignity and respect of all students is maintained at all times. The paraeducator follows the school-wide expectations for discipline and behavior.	☐ In addition to meeting the District Standards, the paraeducator creates an environment where students self-monitor and take ownership of their behavior. The paraeducator's response to misbehavior is highly effective and sensitive to student's individual needs.

2c: Management of Student Plans	☐ Rarely follows students' plans.	☐ Inconsistently follows students' plans.	☐ Consistently follows students' plans.	☐ Consistently follows students' plans, and shares appropriate feedback.
2d: Understanding of Student Diversity	☐ Does not demonstrate an understanding of individual student differences and/or has little concern for the students' health and safety.	☐ Has concern for students' health and safety but exhibits limited understanding of diverse student backgrounds, experiences, ability, gender or maturity.	☐ Understands and respects that students come from diverse backgrounds, experiences, ability, gender, physical and cognitive abilities, and maturity. The paraeducator has a concern for students' health, safety and emotional well being.	☐ In addition to meeting District Standards, creates an environment whereby differences are respected and valued (cultural, social, social, economic, language, gender, etc.) and develops student independent life skills.
2e: Environment of Respect and Rapport	☐ Interactions between the paraeducator and the students are negative, inappropriate or insensitive to the students cultural backgrounds, and/or characterized by sarcasm, put downs or conflict.	☐ Interactions between the paraeducator and the students are generally appropriate and free from conflict, but may be characterized by occasional displays of insensitivity or lack of responsiveness to cultural backgrounds.	☐ Interactions between the paraeducator and students reflect general warmth and caring, and are polite and respectful of the cultural and developmental differences among groups of students.	☐ Interactions between the paraeducator and the students are highly respectful, and reflect genuine warmth/caring toward individual. As a result of the direct support from the paraeducator, students maintain high levels of civility among themselves.
COMMENTS LEADING TO RATINGS:				

3. Professionalism

Domain 3	Unsatisfactory	Needs Improvement	Satisfactory	Outstanding
3a: Dependability	☐ Frequently not ready to begin work at assigned location/time, and fails to follow through on assignments and projects in a timely manner.	☐ Inconsistently begins work at the assigned location/time, and fails to follow through on assignments and projects in a timely manner.	☐ Begins work at the assigned location/time, and is dependable in following through on assignments and projects in a timely manner.	☐ Begins work at the assigned location/time, and is dependable in following through on assignments and projects in a timely manner, and assists others in meeting these expectations.
3b: Complying with Procedures	☐ Struggles to comply with district/school rules, procedures, and regulations including maintaining appropriate	☐ Inconsistently complies with district/school rules, procedures, and regulations including maintaining appropriate records and confidentiality.	☐ Complies with district/school rules, procedures, and regulations including maintaining appropriate records confidentiality.	☐ Not only does the paraeducator comply with district/school rules, procedures, and regulations including maintaining appropriate records

	records and confidentiality.			and confidentiality, but assists others in meeting expectations.
3c: Ability to Perform the Job Requirements	☐ Fails to execute job requirements, or have the ability to be flexible and prioritize responsibilities.	☐ Inconsistently executes job requirements, and needs more time/training to be completely proficient.	☐ Executes job requirements. These include building procedures, job responsibilities & limitations. Demonstrates flexibility and prioritizes responsibilities as appropriate.	☐ Executes job requirements. Often assists in training new paraprofessionals, and are flexible and adjust quickly to changing conditions and situations.
3d: Maintain Effective Relationships with School/District Officials and Parents	☐ Interacts with staff and/or the public in a negative manner.	☐ Demonstrates difficulty interacting with staff and/or public in a positive manner.	☐ Consistently communicates/interacts with staff and/or public in a positive manner.	☐ Demonstrates excellent communication and relationship skills in communicating positively with staff and/or public at all times.
3e: Enhancement of Skill	☐ Avoids professional development and does not increase their job skills.	☐ Participates in professional development opportunities but does not fully implement the learning.	☐ Participates in professional development opportunities and implements the acquired skills.	☐ In addition to meeting District Standards actively implements new skills and helps others to learn and implement skills from district professional development.
3f: Use of Professional Judgement	☐ Acts outside the scope of assigned duties, does not ask for input consistently, and/or does not follow chain of command.	☐ Inconsistently acts within the scope of assigned duties, inconsistently knows when to ask for input from supervisors, and/or inconsistently follows the chain of command.	☐ Acts within the scope of assigned duties, knows when to ask for input from supervisors, and follows the chain of command.	☐ Consistently makes rational decisions and solves problems within the scope of assigned duties. Assists other staff with problem solving frequently.
3g: Safety	☐ Does not comply with safety procedures.	☐ Inconsistently complies with safety procedures.	☐ Consistently complies with safety procedures.	☐ Consistently complies with safety procedures. Proactively spots problems and brings them to the attention of the supervisor.
3h: Attendance	☐ 7+ absences (two partial day absences count as one absence).	☐ 5-6 absences (two partial day absences count as one absence).	☐ 3-4 absences (two partial day absences count as one absence).	☐ 0-2 absences (two partial day absences count as one absence).
COMMENTS LEADING TO RATINGS:				

4. Summary

EVALUATOR'S NARRATIVE REMARKS

5. Overall Performance Rating

Rating:	☐ Unsatisfactory	☐ Needs Improvement	☐ Satisfactory	☐ Outstanding

Name of Direct Report: _____ Signature: _____

Date: _____

Name of Supervisor: _____ Signature: _____

Date: _____

Grievance No._____
Date of Filing_____

APPENDIX C
GRIEVANCE REPORT
WEST BLOOMFIELD SCHOOLS
WEST BLOOMFIELD PARAEDUCATOR - MEA/NEA

_____ _____ _____ _____
Name of Aggrieved | Department | Building | Classification

GRIEVANCE:
Date of Alleged Violation: _____

(1) Violation of Agreement: Article_____ Page_____

(2) Disciplinary Action: _____
Fill in (1) above or check (2)

STATEMENT OF GRIEVANCE:
_____
_____
_____

RELIEF SOUGHT:
_____
_____

_____ _____
Signature of Grievant | Date

PROCESSING OF GRIEVANCE:

Step 1: Immediate Supervisor

Date filed at Step 1: _____
(Must be filed within fifteen [15] working days after alleged act or condition leading to grievance)

Date received by Supervisor: _____

Step 1 Meeting scheduled for: _____ _____
Date | Time

Disposition of Immediate Supervisor:
_____
_____

_____ _____

Signature of Supervisor Date (must be answered within five [5] days after meeting)

Position of Aggrieved:

_____ Disposition Acceptable _____ Disposition Not Acceptable

_____ _____

Signature of Aggrieved Date (must be answered within five [5] days after meeting)

Step 2: Superintendent's Level

Date filed at Step 2: _____

(Must be filed within five [5] working days after receipt of disposition at Step 1)

Date received by Superintendent: _____

Step 2 Meeting scheduled for: _____ _____

Date Time

Disposition of Superintendent:

_____

_____

_____ _____

Signature of Superintendent Date

Position of Aggrieved:

_____ Disposition Acceptable _____ Disposition Not Acceptable

_____ _____

Signature of Aggrieved Date

Step 3: Arbitration

Notice to Board of Education:

This grievance has been submitted to the American Arbitration

Association on _____.

Date

(Submission must be made within thirty [30] days after receipt Step 3 disposition)

_____ _____

Signature Title

APPENDIX D
PARAEDUCATOR ATTENDANCE PROCEDURE

Attendance Expectations

The District realizes that on occasion unforeseen circumstances may prevent employees from reporting to work, however, the expectation is that employees will report to work each day. Good attendance helps facilitate a good educational environment for West Bloomfield students and staff. The following procedure will address the expectations for all employees' absences.

Call-In Procedure/Doctor's Notes

When at all possible, all employees are expected to provide at least twenty-four (24) hours' notice if they are unable to report to work. If advance notice cannot be given (emergency, sudden illness, accident, etc.), the appropriate supervisor in the employee's building should be called as soon as possible. Each building will notify their employees of the proper call-in procedure for their staff, which will include entering the absence in the employee absence management system. Employees who fail to notify their supervisor may be subject to disciplinary action. Supervisors may require a doctor's note verifying the illness if the employee is absent for three (3) consecutive days. At their discretion, the supervisor may require a doctor's note for absences of less than three (3) days if the employee is notified in advance of the requirement or if the absence is preceding or following the use of vacation time or a holiday.

Absences/Frequency of Absences

Supervisors will address the total days absent, as well as the frequency of absences. For example, the supervisor may be less concerned with an employee who is absent a total of seven (7) days, with five (5) days due to one (1) illness and the other two (2) on separate occasions over the course of a year, then the employee who misses seven (7) days but whose absences are single days on Mondays and Fridays or who has frequent partial absences.

The District recognizes that acceptable total absences might differ depending on the nature of the absences. As a result, the following absence guidelines will be followed as supervisors monitor the attendance of their employees.

Absences for a twelve-month period

	Cumulative Time Absent (two [2] partial day absences equals one [1] absence)
Outstanding	0-2
Satisfactory	3-4
Needs Improvement	5-6
Unsatisfactory	7+

Absences will be calculated on the following:

- Without pay
- Personal/family illness
- Personal business

FMLA covered and approved medical leave absences are excluded from the above calculation. Employees must notify the Office of Human Resources if these situations arise. Additionally, it is recommended that employees communicate with their supervisor.

Attendance Review

An attendance review will be conducted for each employee in December/January and May/June of each school year. Employees who fall into outstanding and satisfactory range may receive a written review in lieu of the attendance review meeting. The purpose of the review is to notify all employees of the number of absences, warn or discipline any employee who falls into the "needs improvement" or "unsatisfactory" range. No disciplinary action will be administered without conducting a meeting with the employee. The supervisor will advise the employee of their right to representation at the meeting and if the employee so chooses, the Association representative shall attend.

Discipline

When an employee falls into the "unsatisfactory" range, the disciplinary steps are as follows:

- First Offense: Verbal warning
- Second Offense: Written reprimand
- Third Offense: One (1) day suspension
- Fourth Offense: Three (3) day suspension
- Fifth Offense: Ten (10) day suspension or dismissal

Discipline steps will continue to progress from one (1) period to the next until the employee is able to demonstrate two (2) consecutive review periods without absences in the unsatisfactory range at which point the prior discipline steps, if needed, revert to the first offense step. If an employee has been suspended for more than one (1) day, they need to have satisfactory attendance for four (4) consecutive review periods before the discipline steps are reset.

Special Conference Meetings

There may be times when a special meeting is requested by either the supervisor, Association or the employee for any of the following reasons:

- To discuss concerns regarding the frequency or consistency in administering this procedure.
- To discuss an individual employee absentee record or to review special absentee restrictions placed on an employee by the supervisor or the Office of Human Resources.
- To discuss special circumstances (i.e. health issues, family emergencies, etc.) that might be contributing to the absenteeism.
- To allow the employee the opportunity to petition for the removal of past discipline records after a demonstrated record of good attendance.
- To review an individual's absentee record when absences exceed the yearly limit prior to the review period.
- All other matters related to the absenteeism procedure.

The supervisor, Office of Human Resources, individual employee or Association representative can be included in a special conference. In cases when the Association is not included, the supervisor or Office of Human Resources will notify the Association of the outcome of the meeting if discipline is levied.

Unpaid Leave

Unpaid leave as identified in the WBPA Master Agreement shall be excluded from the Attendance Procedure.

LETTER OF UNDERSTANDING
between the
WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION
and the
WEST BLOOMFIELD PARAEDUCATORS ASSOCIATION, MEA/NEA

WBPA PAY-TO-PARTICIPATE SPORTS ROSTER

The District and the WBPA agree that paraeducators' child(ren) will not be required to "pay-to-participate" for sports in the District unless it is a self-funded sport.

WBPA staff are not required to "pay-to-participate" for the following sports:

Fall Sports:	**Winter Sports**:	**Spring Sports**:
Boys Cross Country	Boys Basketball	Baseball
Boys Soccer	Boys Swim & Dive	Boys Golf
Boys Tennis	Competitive Cheer	Girls Soccer
Football	Girls Basketball	Girls Tennis
Girls Cross Country	Skiing	Softball
Girls Golf	Wrestling	Boys Track and Field
Girls Swim & Dive		Girls Track and Field
Pom Pons		Boys Lacrosse
Sideline Cheer		Girls Lacrosse
Field Hockey		
Volleyball		

WBPA staff are required to "pay-to-participate" for the following sports because they are self-funded:

Equestrian
Figure Skating
Gymnastics
Ice Hockey
Sailing
Snowboarding